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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Presiding Judge

Appellate Case No. 2024-000369

Ralph Dawkins and Michelle Dawkins,
Marcel Franquelin and Patricia Franquelin,
Michael A. Martin and Adriana S. Iaquinto-Martin,
Louis Glavinos and Kimberly Glavinos,
Daniel J. O'Grady and Kaitlyn E. Grigoleit,
Christopher M. Raybon and LaShonda K. Jones Raybon,
Morris K. White and Rebecca A. White,
Paul A. Banker and April D. Banker,
Patrick K. Daly and Brenda Daly, ... Respondents,

v.

Eastwood Homes of Columbia, LLC d/b/a Eastwood Homes,
Eastwood Construction Partners, LLC f/k/a Eastwood Construction LLC
d/b/a Eastwood Homes, and Eastwood Construction, LLC, ... Appellants.

RECORD ON APPEAL VOLUME II

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THE WITNESS: Raymond Dion, D-I-O-N, Matheney, M-A-T-H-E-N-E-Y, II. And my address is 146 Sand Shell Drive. That's Charleston 29492.

THE COURT: Thank you, sir.

DIRECT EXAMINATION

BY MR. APPEL:

Q. Good afternoon, Mr. Matheney.

A. Hey, how are you doing?

Q. Doing okay. What is your current title with Eastwood Homes?

A. Division president.

Q. How long have you been the division president for Eastwood Homes?

A. Since 2020.

Q. Okay. Did you work at Eastwood Homes prior to becoming the division president?

A. I did.

Q. What was your role?

A. I was market manager, VP of sales, sales manager, new home specialist.

Q. When did you start with Eastwood Homes?

A. 2006.

Q. Okay. What are the roles and responsibilities of the division president at Eastwood Homes?

A. To oversee, you know, the day-to-day operations, land acquisitions, manage the P and L, you know.

Q. Okay.

A. It's an operations role.

Q. Understood. I want to ask you some questions now about Eastwood Homes as a company.

A. Okay.

Q. How many states in the United States does Eastwood Homes do business in?

A. We're in Georgia, South Carolina, North Carolina and Virginia.

Q. Would it be fair to call Eastwood Homes a regional commercial home builder?

A. I would call them a regional private family owned business and builder.

Q. Okay. Tell me a little bit about that. When you say it's a family owned private business, what does that mean?

A. We're still owned by one family and we're not a public company.

Q. Okay. Is it the Eastwood family?

A. Uh-huh.

Q. Really? So that's their -- that's their name?

A. No. I'm sorry. No. Their last name is Stewart. I apologize.

Q. Okay. Interesting.

A. I apologize.

Q. Do you know where the word Eastwood comes from?

A. There was -- when it started out 45 years ago, Joe Stewart, who was the original owner, I believe there was another one of his partners had a company that owned and managed a bunch of apartments and I think it was called Westwood and so he went with Eastwood.

Q. Okay. So you said you're the division president for Eastwood Homes. What is the name of that division that you're the president of?

A. Charleston division.

Q. So the Charleston division. So how many divisions of Eastwood Homes are there in South Carolina?

A. There's one in Charleston. There's one in Columbia. There's one in Greenville.

Q. Okay. Do you happen to know the annual revenue of Eastwood Homes? And it can be a ballpark.

MR. BRADLEY: I think this gets into personal business information, Judge. And I don't know whether

it's relevant what their revenue is.

MR. APPEL: Okay. So one of the most basic elements of the unconscionability analysis is the relative positions of the parties, the bargaining power, the sophistication of the seller. We need to establish how big of a company, how sophisticated of a company Eastwood Homes is.

MR. BRADLEY: I understand. I just think that's unduly intruding into their private business. He's already testified that they're in four states and have three divisions in South Carolina.

And as will come out, they have probably at least half a dozen communities just in Charleston that they're developing. So there's no question that they're at least a mid-size home builder.

It's just -- to me it's more prejudicial than probative. This is a public forum. It's private information for a company that's a defendant in a lawsuit. I just ask that it not be put in the record.

THE COURT: All right. You might want to lay a little more foundation before you get to that point. How about that?

MR. APPEL: Sure. Sure.

BY MR. APPEL:

Q. How many employees does Eastwood Homes have?

A. 125 plus.

Q. Okay. How many neighborhoods has Eastwood Homes developed in the Charleston division over the last 10 years?

A. Developed?

Q. Developed.

A. Probably five.

Q. Okay.

A. And that's -- you know, I'm guessing, so don't hold me to the five.

Q. Sure.

A. It's five, six, seven.

Q. Would you agree with me that Eastwood Homes is a mid-sized regional home builder?

A. That's fair.

Q. Eastwood Homes is not a small home builder in your opinion, correct?

A. No. I mean, we're just outside I think probably the top 50. We're not a top 50 home builder. I think we're just outside of it.

Q. And when you say top 50, that's nationally?

A. Right, yeah.

Q. Okay. As part of your territory as division president, does your territory include Swygerts Landing on Johns Island?

A. It does.

Q. Okay. Are you familiar with phase four of Swygerts Landing?

A. Very.

Q. And in that binder that's in front of you right now, which has been -- the exhibit has been marked as Exhibit 1, I'll represent to you this is a plat of phase four of Swygerts Landing. Are you familiar with this plat, this document?

A. Yeah.

Q. And does this document depict what we've been referring to today as phase four of Swygerts Landing?

A. Yeah.

Q. Okay. What has your role been in connection with phase four of Swygerts Landing?

A. What do you mean by my role?

Q. So as part of division president, what activities and responsibilities do you have with phase four of Swygerts Landing?

A. As far as the development or as far as -- I mean, so as you know from my deposition, this -- the development of this phase four was started before I was in, you know, any kind of decision-making seat for Swygerts Landing. And so I mean, I can go through the story on how we got there, if that's what you're

looking for.

Q. No, no. I'm just -- let me ask it this way: So we've testified about -- you've heard testimony today about at least two home buyers that were under contract with Eastwood Homes for homes and lots in phase four. That's correct?

A. Right, yes.

Q. Okay. So you were the division president overseeing phase four of Swygerts Landing when those contracted were entered into, correct?

A. Correct.

Q. And the same goes for the other plaintiffs in this case and the other contracts that were terminated in the summer of 2021. Is that correct?

A. That's correct, yeah.

Q. Okay. Prior to Eastwood Homes' termination of the plaintiffs' contracts, had Eastwood sold any lots and homes in phase four to consumers?

A. We had.

Q. Do you know how many lots and homes were sold in phase four by Eastwood Homes priors to the termination?

A. I'm going to guess 13.

Q. Okay. And I'm just asking these questions for background purposes. I don't need to get into the

nitty gritty details here. But were there any issues with the closings of those 13? I'll represent to you there were 14 homes --

A. Okay.

Q. -- that were closed prior to the termination.

A. Not that I'm aware of.

Q. So the homes closed?

A. Yes.

Q. To your knowledge, were there any lender issues that were identified in those 14 transactions and closings?

A. Not that I'm aware of that were at least brought to my attention.

Q. Do you know who closed those 14 homes?

A. My guess would be Weeks and Irvine. They do -- they close the bulk of our closings.

Q. Are you aware of any subsequent sales of homes in phase four? So these are sales not by Eastwood Homes but by consumers that Eastwood had originally sold to?

A. Not until today.

Q. Okay. Are you aware of any closing issues associated with those resales that we talked about earlier today?

A. I would say I would have no knowledge of

that.

Q. Okay. So nobody called you and said, hey, Dion, there's an issue with the closing of these resales?

A. No.

Q. Okay. Let's talk a little bit about the contract that we've been talking about today.

For your reference, we've got two separate contracts in the binder. Just for sake of ease, Exhibit 2, the contract starts on -- I think it's the second or third page of the packet. And we'll just be referring to that.

You would agree with me that this contract is a standard form contract used by Eastwood Homes, correct?

A. Correct.

Q. And then you would also agree with me that it's Eastwood Homes' policy that if you're going to buy an Eastwood Homes lot and home, you have to use Eastwood Homes' contract, correct?

A. Correct.

Q. Could plaintiffs have presented their own contract and said, Dion, I really feel more comfortable using my own contract?

A. No. That's not a part of our process.

Q. Okay. Eastwood Homes didn't allow plaintiffs to negotiate any of the terms of these standard form contracts. Isn't that right?

A. No.

Q. Okay. So it's your testimony that some terms were negotiated?

A. No. I just said no.

Q. Okay. I'm sorry. So it's your testimony that Eastwood did not allow plaintiffs to negotiate any terms?

A. Correct.

Q. Nothing in Exhibit 2 or Exhibit 3, the contracts at issue in this case, were negotiated between the parties. It was just presented by Eastwood on a take it or leave it basis. Correct?

A. I mean, if those are your words, yeah. I mean, are you talking about the terms or are you talking about prices?

Q. I'm talking about -- let's start with what I would call the standard language --

A. Okay.

Q. -- in these contracts. So we've talked about 25. We've talked about paragraph 26. None of that was negotiated, right?

A. Correct. We did not negotiate on that.

Q. Okay. What would have happened if plaintiffs would have said, you know, I'm sorry, I have consulted with an attorney, he's not comfortable with paragraph 26 as written, I can't sign this contract, what would have happened in that circumstance?

A. We probably -- I mean, I probably would have called our general counsel to say, hey, we have a problem, can he give me some direction, and he would have said, well, if they're not willing to sign their contract, then they're not our buyer, would be my guess.

Q. Okay. Okay. You testified at your deposition that if a consumer didn't want to sign the contract, Eastwood Homes couldn't sell you the home. Do you stand by that testimony?

A. Yes.

Q. Okay. So in that sense, would you agree with me that Eastwood Homes' contracts and the terms of the contracts are presented on a take it or leave it basis?

A. I mean, if those are the words you want to use. I mean, if you want to purchase one of our homes, then we require that you use our purchase agreement.

Q. Okay. Do you as division president have the

authority to negotiate or modify any of these standard terms?

A. No.

Q. Okay. And just as a brief matter of housekeeping, did you as division president electronically sign both of the contracts that are in evidence today?

A. Yes.

Q. And you would agree with me that at the time of execution, when you signed and the plaintiff signed and I believe Melissa also signed electronically, Eastwood Homes and each of the plaintiffs had a binding and enforceable contract?

A. Correct.

Q. And we heard testimony earlier today that Eastwood Homes terminated each of the plaintiffs' contracts. Do you recall that?

A. Uh-huh.

Q. And would you agree with me that that's what happened?

A. Yes.

Q. And that took place on or about July of 2021?

A. I thought it was a little earlier than that.

Q. June?

A. Yeah, probably.

Q. June or July?

A. Yeah.

Q. And this mutual release document that is in our packet as Plaintiffs' Exhibit 4 and 5, these are the documents that effectuated that termination in your opinion. Is that correct?

A. Right. They were drafted by our in-house counsel and sent out to the -- to our buyers.

Q. Who made the decision to terminate these contracts?

A. Our in-house counsel.

Q. And who is that?

A. Allen Nason.

Q. Okay. The affidavit that you signed that was filed and submitted as part of Eastwood's motion for summary judgement in this case stated that the authority for Eastwood to issue these termination documents was paragraph 26 of the contract.

Do you still have that belief as you sit here today?

A. Yes.

Q. Did plaintiffs have any ability to negotiate paragraph 26?

A. No.

Q. And you would agree with me that paragraph 26

as it appears in Exhibit 2 and Exhibit 3 in this packet is the same paragraph 26 language that appears in all of Eastwood Homes' standard form contracts in this case. Is that correct?

A. Correct.

Q. Okay. Paragraph 26 talks about a bona fide dispute. Do you see that in the first sentence of paragraph 26?

A. I do.

Q. Is dona dispute a defined term in the contracts?

A. Not that I'm aware of.

Q. What is a bona fide dispute in your opinion as the division president of Eastwood Homes?

A. I mean, I don't want to get into the legalese, but a dispute is when, you know, two people aren't in agreement.

Q. Okay. So I'm a little confused about that answer because during my deposition I asked you would you agree with me that a dispute has to be between two parties and your answer was no.

A. Okay.

Q. And I'm happy to -- we've got the original. I guess I might as well --

THE COURT: Did he -- did he go further then

or do you want to ask him now?

BY MR. APPEL:

Q. Yeah, let's maybe -- I'll ask one more question here. So I'm trying to understand what --

A. Do you want the definition of a dispute or do you want, e to tell you why I think we have a dispute?

Q. I definitely don't want the latter. I'm trying to get to the meaning of the term bona fide dispute as it appears in the contract. So --

A. I mean, I think that would be a question more geared towards my general counsel. I didn't write this contract.

So I mean, I can tell you why I have -- you know, why I believe there's a dispute, but I can't get into the legalese of the contract, if that's what you're asking.

Q. Well, as division president of Eastwood Homes, as part of your job are you called upon to administer these contracts?

A. Yes. But I also have a legal team that reviews the verbiage and the legalese inside these contracts.

Q. Okay. So what is -- do you have testimony today about what Eastwood Homes as a corporate entity's position is on these various terms?

A. No. I mean, I think, again, that would be more of a question geared towards our general counsel.

Q. Well, during your deposition, you testified repeatedly about your interpretation of what these terms mean and what a dispute is and things of that nature. Did you not have a --

MR. BRADLEY: Judge, I objected to this for this reason. If he wants to ask Mr. Matheney what his interpretation of the terms are, I think that's appropriate. He's asking him what Eastwood's terms are. That's the distinction. He never was a 30(b)(6) designee for Eastwood. That was Mr. Nason.

Obviously, you're in control of the courtroom, but if he would -- I think the distinction is if he would ask Mr. Matheney what do you think, Mr. Matheney would be comfortable with answering these questions. But he keeps asking him what would Eastwood think. And I don't think Mr. Matheney is comfortable with saying that. I'm just trying to move things along a little bit. I guess it's in the form of an objection.

MR. APPEL: That's fine.

BY MR. APPEL:

Q. So for the purposes of this testimony right now, I'm asking what your testimony is in your

position as the division president of Eastwood Homes. We'll let Mr. Nason's deposition transcript go to the company's interpretation.

THE COURT: He was the 30(b)(6)?

MR. APPEL: Yes, sir. And the drafter of the contract and things of that nature.

THE COURT: All right.

BY MR. APPEL:

Q. Okay. So Dion Matheney, you testified in your deposition. I asked you would you agree with me that a dispute has to be between two parties. And you testified no, that a dispute did not have to be between two parties. Is that your testimony here today?

A. Yes, that's my testimony.

Q. Okay. So how can there be a dispute that's not between two parties?

A. Again, are we talking about the definition --

Q. The definition.

A. -- or are we talking about this case?

Q. The definition. The definition. All I'm interested in right now is what this contract means.

A. Ross, you would have to get a dictionary.

Q. We did.

A. Okay.

Q. We did. And the definition of a dispute in the dictionary is a disagreement.

A. Okay.

Q. And every dispute and disagreement I have ever heard had to be between two people.

A. Okay.

Q. So would you agree with me that a dispute has to be between two people?

A. That's your opinion.

Q. Well, I'm not -- I'm not interested in my opinion right now. I'm interested in your opinion as division president.

A. I just told you.

Q. It doesn't have to be between two people?

A. That's right.

Q. Okay.

A. But if you want to talk about this case and the two parties, I can do that.

Q. Okay. We'll maybe get to that a little bit later.

Can a bona fide dispute, as it appears in paragraph 26, be between Eastwood and some third party other than the buyer?

A. Ask me the question again.

Q. Can a bona fide dispute as the term appears

in paragraph 26 be between Eastwood Homes and a company or an individual other than the buyer?

A. No. I mean, according to this, it says: "Dispute should arise between the buyer and the seller."

Q. Okay. So a minute ago, you testified that a dispute doesn't have to be between two parties. And now you just testified that a dispute has to be between the buyer and the seller.

A. No. I simply just read the contract.

Q. Okay. So explain to me how you reconcile what the contract says with your testimony earlier that a dispute doesn't have to be between two parties.

A. That's my opinion. This is the contract.

Q. Okay. So what trumps between your opinion and --

A. Again, Ross, if we want to talk about this case and the contract and why there's a dispute between the two, it's much easier than doing what we're -- just tap dancing.

Q. Well, trust me. We'll get to that. We'll get to that.

Do you see the language in paragraph 26 in the first sentence that says "in seller's sole judgement"?

A. I do, yeah.

Q. What is the meaning of that phrase in your opinion?

A. Seller's sole discretion that they can cancel prior to closing.

Q. Is it your testimony that the language "seller's sole judgement" as it appears in paragraph 26 allows Eastwood to define what a dispute is?

A. That's probably fair, yeah. I mean, there's -- that's probably fair. Again, in this case, clearly there was a dispute.

Q. We'll get to that. I know you're eager to talk about that. We'll get to that.

In your deposition you testified that -- when I asked you is there any limit to Eastwood's discretion to define what a dispute is, you answered, "I wouldn't think so." Do you stand by that testimony today?

A. I mean, if you're talking fair housing and things like that, of course. But yeah, I mean, if there's -- yeah, I stand behind that answer.

Q. Do the buyers have any ability to challenge Eastwood Homes' determination that a dispute exists once Eastwood Homes reaches a determination that a dispute has arisen under paragraph 26?

A. I mean, it looks like they are.

Q. Well, I'm asking you, as you read 26 under the contract, do the plaintiffs have the ability to challenge Eastwood's dispute termination or is it solely up to Eastwood and their sole judgment?

A. In the contract, it says: "Buyer shall have no other rights or remedies should the seller exercise such right of cancellation prior to closing."

Q. Can Eastwood Homes under paragraph 26 terminate this form contract for any reason it wants?

A. It says for -- if for any reason a bona fide dispute should arise between the buyer and the seller and the seller's sole judgment prior to closing and as such bona fide dispute cannot be resolved to mutual satisfaction, the seller has the sole option and may terminate this agreement.

Q. Okay. So my question is can Eastwood Homes terminate these contracts for any reason it wants to? You testified in your deposition the answer was yes.

A. And again, most of these answers are in this contract, so I don't know why we're --

Q. Well, we -- as you have seen, we disagree with that. There's a -- there's a difference of opinion of how paragraph 26 works and what these words mean and how it functions. I'm trying to --

A. Those are questions for counsel. Those are not questions for me. I didn't write this contract.

Q. I strongly disagree. I think your testimony is relevant. It's extrinsic evidence to help the Court determine what is meant by these ambiguous terms in paragraph 26. We're trying to get information from people relevant and connected to these transactions to get to the bottom of these terms.

A. But we're not talking about this transaction. You're talking about broad level. I mean, if you want to talk about this transaction --

Q. I am talking in a broad level. We are trying to understand what these contracts mean before we get into anything else.

Okay. So I asked you at your deposition -- I asked: "So it is your testimony that Eastwood Homes can terminate these contracts under paragraph 26 for any reason it wants to?"

You answered "yes."

A. Correct.

Q. Is that your testimony today?

A. Yes.

Q. Eastwood can terminate these contracts for any reason?

A. Obviously, like I just said, without fair

housing violations and things like that, but yes.

Q. So as long as Eastwood is not violating a federal law, they can terminate these contracts for any reason they want?

A. That's correct.

Q. Mr. Matheney, you testified at your deposition that Eastwood Homes can terminate this form contract because it doesn't like the price and wants to renegotiate a higher price. Do you recall that?

A. We can do that.

Q. Really?

A. Yeah.

Q. You also --

MR. BRADLEY: Judge, I object to this based on what we talked about. There's no evidence that that's what happened here and there's no indication that Eastwood did this.

This is a fanciful imagination of what could possibly happen down the road if Eastwood ever made this decision, which it never has, which has no bearing whatsoever on what's written in the contract or what happened in this case.

So I don't know that it's got any relevance whatsoever if we're going to talk about, as they have indicated, what's in the contract. They're trying to

say, well, could you do this under the contract? Well, they didn't. And it has no bearing on what we're doing today.

The question to me is was there a problem under the contract, what does the contract say, not do you think maybe in the future, if you wanted the contract -- this -- cancel for this reason, could you do that?

And in addition, this is a person who builds houses. He's not a lawyer. He's not here to make legal opinions. He's here to testify what he knows about being a president of the company. He's already testified before he terminates any contracts he talks to the lawyers.

So this is also addressed in Mr. Nason's deposition. I think it's irrelevant. I think it's a waste of time. And I don't think it goes to any of the issues we're talking about. And so I object.

MR. APPEL: And Your Honor, respectfully, we could not disagree with Mr. Bradley any more on this point. This is central.

This case, this trial that we're here for today, has nothing to do with what happened.

Phase four, was it incorporated, was it not, was it a closing problem, was it not. Judge Dennis

has already ruled that none of those issues are relevant.

The only thing that we're here today to try is paragraph 26 as written, the terms, is the contract language enforceable in a vacuum absent and detached from what happened.

We strongly disagree about phase four incorporation.

I'm going to just drop a surprise on everybody. We think this is a whole orchestrated scheme by Eastwood --

THE WITNESS: Then why wouldn't we have done that with the other 150 houses that we had under construction?

MR. BRADLEY: Hang on. Hang on.

THE COURT: You're going to get your chance.

MR. BRADLEY: You've got to be quiet.

MR. APPEL: We recognize that none of this is relevant today. What we're here to talk about is is paragraph 26 enforceable as written.

THE COURT: Okay.

MR. APPEL: There is an ambiguity -- I mean, Judge Dennis basically already ruled that it was a termination at will provision; otherwise, the facts would have been relevant, was there a dispute, was

there not.

But we're also trying to establish that there's a latent ambiguity in paragraph 26. It doesn't say it's a termination at will provision. Those words are not in the agreement.

Both of the plaintiffs' representatives testified that they thought there had to be a bona fide dispute between two parties; and after a back-and-forth process was unsuccessful, then and only then it can terminate.

So when he testifies that they can terminate -- it's a termination -- that they can terminate for any reason they want and they can terminate because they don't want -- they want a higher price or that the cost of wood goes up, that is -- that is absolutely relevant.

It's extrinsic evidence that goes to the meaning of paragraph 26 as written and interpreted and applied by Eastwood Homes in this case. So we think all of this is relevant.

THE COURT: All right. Well, he's itching to give you his opinion as to why he thinks that. Why don't you ask him that.

MR. APPEL: Why he thinks --

THE COURT: Why they feel they can terminate

the contract.

MR. APPEL: You mean based on the reasoning of what happened in this case or just --

THE COURT: Based on the language in the contract.

MR. APPEL: Yeah. Okay.

THE COURT: I'm interested in hearing that.

BY MR. APPEL:

Q. Yeah. So what in the language of paragraph 26 allows Eastwood Homes to terminate the contract for any reason it wants?

A. Because there was a dispute.

THE COURT: And what was that dispute, Mr. Matheney? I need to know.

THE WITNESS: The dispute was -- is that they wanted us to -- the defendants wanted us to sell them the house. We could not at that time sell them the house and we could not with what we thought or what I was advised from my counsel with a clear title.

So there were two -- the existing HOA's general counsel and my general counsel advised us not to close any additional homes. So there was a dispute.

THE COURT: All right.

BY MR. APPEL:

Q. Okay. So let me ask you this: Did Pat Franquelin ever tell you, prior to Eastwood's termination, that she didn't believe -- that she thought phase four was actually handled properly?

A. I never spoke to Ms. Franquelin.

Q. Same question with Ms. O'Grady.

A. I didn't speak --

Q. So let me ask it this way: Was it Eastwood saying, listen, we think there's a title issue and plaintiffs saying, no, we don't think there's a title issue? Is that what happened in this case?

A. No. But we couldn't sell them the homes.

Q. But how is that a dispute?

A. Because they wanted us to sell them the homes and we couldn't sell them the homes. So there was a dispute.

Q. So what is the -- what is the factual dispute between the parties?

A. Again, we could not sell them the home and they wanted us to sell them the home because of the underlying issue with the HOA.

Q. The underlying issue has been determined to be irrelevant. And that's the law of the case as it's presented to this Court.

A. Right.

MR. BRADLEY: Is that -- are you objecting to the question you just asked? I don't understand.

BY MR. APPEL:

Q. Okay. What is your understanding of the issue that formed the basis of the dispute in Eastwood's opinion?

A. Again, are we arguing that?

THE COURT: He's just asking you a question.

A. There was -- obviously, it's a requirement by the city per their zoning ordinances to have an established -- or an HOA set up. And the proper declaration was not filed to extend phase four into the existing Swygerts Landing's phase one, two and three existing HOA. So there was no -- there was no homeowners association, which is -- or zoning requirement by the city.

BY MR. APPEL:

Q. Did Eastwood Homes reach out to any of the plaintiffs in these cases and ask for their help and cooperation in addressing and resolving that issue?

A. No.

Q. Why?

A. You know, at the advisement of my general counsel, you know, it was going to take too long, and we just -- we really didn't know what we had on our

hands. I mean, I'm just being honest with you. I mean, it's not something that I have ever gone through or have any experience with. So it was, you know -- who knows how long this could possibly take. And, you know, if there's no end date, then it's kind of difficult to keep people engaged.

Q. Was anything preventing Eastwood Homes from extending the contracts with plaintiffs to provide sufficient time to address this issue to the extent there was an issue?

A. I'm not sure. I mean, that's -- again, that was a question that, you know -- I went back to my in-house counsel, and there were two -- and this was -- and he advised me to do it this way.

Q. Was there any discussion within Eastwood to perpetually extend these contracts as long as it took to solve this problem?

A. No.

Q. Why?

A. Again, we just -- we just don't know how long it's going to take.

Q. Has Eastwood Homes done anything since these terminations to address the phase four issues to the extent there are any issues?

A. What do you mean?

Q. Like to address the HOA issues?

A. Not since the -- not since the lawsuits, no. I think that was at the advisement of the -- Swygerts Landing, their counsel. That's my understanding.

Q. All right. I want to get back to paragraph 26. I want to understand how this contract language works.

You testified earlier that under paragraph 26 Eastwood Homes can unilaterally terminate the contract for any reason. Can that termination happen at any time prior to closing?

A. Yes.

Q. Can Eastwood Homes unilaterally terminate the contract under paragraph 26 the day of the closing?

A. Yes, if they haven't closed. It says prior to closing.

Q. Does Eastwood Homes have to provide any explanation to the buyer when it decides -- when it decides to exercise paragraph 26?

A. No. I mean, no. But we did.

Q. And when you say that you did, what do you mean by that?

A. We made a phone call. And I apologized to you that we -- I'm certain that she tried to reach out to you. I apologize for that.

But the instructions were that we needed to reach out to communicate with each of the buyers that were under contract and relay to them what the issue was, what the underlying issue was.

And to my -- it was my understanding that those folks had been contacted before we sent out the release. That's obviously not the way that I want anybody to get any type of news like that.

Q. But the contract doesn't require --

A. No.

Q. -- any explanation, right?

A. No. But I do a lot of things that, you know, that are -- I'm not going to say outside the contract, but I mean, I just -- I try to do the right thing, so I mean it's --

Q. So we talked a little bit earlier today about this $100 liquidated damages issue. Do you recall that?

A. Uh-huh. Yes, I do.

Q. Okay. And the $100 liquidated damages language appears in paragraph 26. Isn't that right?

A. Yes.

Q. Okay. So you would agree with me that the $100 in liquidated damages is contemplated as part of paragraph 26 to be what happens when paragraph 26 is

implemented by Eastwood Homes, correct?

A. Correct.

Q. That's why the $100 appears in 26 opposed to elsewhere in the contract, right?

A. Correct.

Q. Okay. So to put all that together, based on the prior testimony, it means Eastwood Homes has the ability to terminate this contract for any reason it wants up to the day of closing; and if Eastwood decides to do that, the only thing that the buyers get is a refund of their deposit and a check for $100 as liquidated damages, correct?

A. Correct.

Q. Okay. Do you know as someone who has been with Eastwood Homes for several years where that $100 -- where that number came from?

A. I wouldn't have a clue.

Q. Okay. So you -- have you ever been part of a discussion that has attempted to calibrate that number of liquidated damages to some sort of objective criteria or rationale?

A. No. I mean, are you saying like increase the amount?

Q. I'm just trying to understand how that number was reached.

A. I don't know. I don't know how that's relevant. But I'm not sure. That's a question for Allen, I guess.

I mean, if it was --

Q. Would there be consequences to the buyers if they decided, after signing one of these contracts, on the day of closing, that they wanted to buy another house and they didn't want to go forward with closing?

A. Yes.

Q. What would those consequences be?

A. We would obviously retain their earnest money. And we have the ability to go after them for damages. We have never done it.

Q. Right.

A. But it's in our contract that we have that ability.

Q. Well, let's just say hypothetically. And again, we're trying to understand what the meaning of these terms, the extent of the powers. We need to engage in some hypotheticals at some level.

But let's say the plaintiffs were to enter into a contract for a home for $500,000 and then there was a global economic depression and real estate assets dropped by 50 percent, Eastwood Homes would have the right under this contract, if the buyers breached, to

pursue the buyers for damages of these contracts falling through if Eastwood was not able to mitigate, correct?

A. Correct. Because we have extended a large amount of capital to build the home.

Q. Right. Does Eastwood build spec homes?

A. We do.

Q. Okay.

A. You know, it's -- I'll say it this way, we -- you know, let's say prepandemic, we would build -- if you had a community, we would build two or three per community just so the people could see some of the other floor plans, or someone who was, you know, moving in and needed something move-in ready, then we would build -- we build specs. We're not like some builders where that's all they build are just specs and crank it out like that.

Q. Right. And part of the reason for that is because with Eastwood you get to have some choice and some options and the customization of your home, correct?

A. Correct, yeah.

Q. But before Eastwood goes through the process of engaging in that back and forth with a buyer, Eastwood wants to have that buyer under contract,

correct?

A. Right, yeah.

Q. And that's to mitigate Eastwood's risk, right, by locking these buyers into these contracts before that investment is made by Eastwood, right?

A. Right. I mean, it's a significant investment we're getting ready to make, so, yeah, we need -- we need something in writing that they're going to move toward.

Q. Right. And you would agree with me also that it's a significant investment on the part of the buyers when they decide to enter into a contract that obligates them to purchase a home into the future for an agreed-upon price several months, if not a year or more, down the road, right?

A. No, I would not agree with that.

Q. Well, under that --

A. I mean, I'm not going to say a significant investment when you're talking about 500,000 versus 10,000 or whatever the number is. I mean, no matter what we're building, it's going to be two, three, four, $500,000, so...

Q. Right.

A. And the deposit requirements are, you know --

Q. But by virtue of these plaintiffs being under

contract for a set price for a closing way down the road, the plaintiffs are having to bear the risk that the economy doesn't collapse; because if it does and these asset prices go down, Eastwood can hold these buyers to the terms of this contract, correct?

A. Per the contract, correct.

Q. So you wouldn't agree with me that that's a significant commitment by the buyers in entering into these contracts?

A. No. It's not the same level of commitment, no. More investment.

Q. And why do you say that?

A. And again, we're speaking in hypotheticals, so it's -- you know, again, they're coming in -- they contract to purchase a home with call it $10,000 down. We agreed to build them the home that is going to be three, four, $500,000. So there's definitely disparity there.

Q. And the disparity is just in terms of the short-term investment in the actual construction of the home, but the buyers also have skin in the game in terms of the fact that they're bearing the risk of the market tanking and Eastwood having the ability to hold their feet to the fire on the agreed-upon price, correct?

A. I mean, it's real estate. There's going to be a little bit of risk. It's a cyclical business.

Q. And so there's risks on both sides of the equation?

A. Sure.

Q. You would agree with me on that?

A. Yeah. I would say, you know, the builder bears the bulk of the risk, though, by far.

Q. How you would you characterize the real estate market in Charleston, South Carolina, in terms of asset appreciations between 2020 and 2000 and -- end of 2022?

A. Well, I mean, I guess if we had a crystal ball. But I know that, you know, when -- in February of 2020, when myself and other division presidents and counsel, we were having crisis calls because the world had shut down and everybody thought we were going to go into a global meltdown, how we felt.

And then, you know, we've seen what's happened. But then I could also point to, you know, Q4 of 2022, when rates skyrocketed and it turned off.

But, again, I don't have a crystal ball. Yes, rates -- I mean, prices have appreciated.

Q. Sure. And I mean, the fact of the matter, and I think we all know this -- and this might even be

something subject to judicial notice, is that in the summer of 2021, asset prices in Charleston were on a -- you know, they were rising exponentially?

A. Yeah, I mean, that's probably across the entire nation.

Q. Well, I mean, places in the south that were maybe handling COVID a little bit differently, were getting --

A. Sure.

Q. -- migration from out west and up north, correct?

A. Uh-huh.

Q. That was helping to sort of drive prices up here in the Charleston market, correct?

A. Uh-huh. Yeah.

Q. When -- would you agree with me then that at the time Eastwood Homes terminated plaintiffs' contracts in these cases the homes were worth more than they were when they were originally contracted?

A. Yeah. I mean, I would say that would be every contract that we -- every single house we had under contract, that could be said. Because you're talking about a build cycle.

So if it takes, you know -- in a perfect world, it used to take us four or five or six months to build

a house. Obviously, we know all the supply chain issues that we went through. So, of course, there was some significant appreciation. That was across every neighborhood that we were building in.

Q. Right. I'm glad you reminded me of that. Because while this market was experiencing unprecedented asset appreciation, people on the construction side were actually getting squeezed on the margins due to supply chain issues and things of that nature, correct?

A. Absolutely.

Q. So Eastwood Homes, y'all's profit margins on these homes were shrinking as the deals with the plaintiffs were getting better due to asset appreciation, correct?

A. Absolutely.

Q. And that all happened at the time these contracts were terminated, correct?

A. Absolutely, yeah. But again, I didn't cancel contracts anywhere else.

Q. Well, what happened in this case in Berkeley County? Are you familiar with that?

A. With Mr. Button?

Q. Yes.

A. Yes.

Q. Okay. What happened with Mr. Button?

A. He was abusive to me, to my sales staff. I believe he was even abusive in depositions. So, you know, it was -- I had had numerous conversations with him. Because typically -- I mean, I don't -- you know, we're in the business to sell and close houses, not cancel houses.

Q. Sure.

A. And I had at least three conversations with him just saying like, you know, enough is enough, this is -- you know, we're agreeing to build a home for you but this is like a -- this is a relationship, you know.

It can't -- we don't want to be in conflict. We want to, you know, build and deliver homes for -- we want to have happy homeowners. Once you close, we're still going to be in your life and agree to do the warranty work.

And he was just -- it was, you know -- in my 16 years here, I have run into some pretty tough people. I have never run into one like that.

Q. It surprises me. Because with a guy whose name is Mr. Button, you would think he would be a friendly guy.

Did Eastwood Homes terminate Mr. Buttons'

contract pursuant to paragraph 26?

A. Yeah.

Q. Let me ask you this: Were any of the plaintiffs in our case, Ms. Franquelin, Ms. O'Grady, everybody that's here in the audience today, the folks that aren't in the audience today that are part of the caption, were any of these plaintiffs ever abusive towards you?

A. No, not that I'm aware of. No, absolutely not.

Q. So these cases are completely different in terms of what happened?

A. Absolutely, yeah.

Q. Did any of the plaintiffs in this case ever call you or Melissa or anybody else yelling and screaming about their disagreement with Eastwood Homes regarding whether phase four was part of the HOA?

A. They may have, but I wouldn't have faulted them. I mean, this -- this stinks. I mean, it's a terrible situation. I mean, it's been --

Q. Let me ask you this: If the position of Eastwood Homes -- and I know you're not the one making the position. But to the extent the position of Eastwood Homes is there is a problem with phase four, phase four was not properly brought into the HOA --

A. Right.

Q. -- and every single one of these plaintiffs lined up in a row and said we agree, we agree -- like Allen Nason testified in his deposition that Weeks and Irvine committed malpractice, we agree, if everybody agrees that there was an issue with phase four, which we don't, but if we did, would there be a bona fide dispute under those circumstances?

A. With the existing underlying issue in phase four?

Q. Yes. But what I'm -- what I'm getting at --

A. I mean, I can't speak because there's an issue.

Q. Okay. And this is where -- this is what this case is all about in my -- in my opinion.

I asked you during your deposition is an issue the same thing as a dispute, and you testified yes.

A. Because the issue led to a dispute. Again, like I just told you, you know.

Q. Okay. But there's no dispute here that plaintiffs ever disagreed with Eastwood Homes on the significance of the phase four declaration or whether phase four was brought into the HOA. There was no agreement on that underlying matter, correct?

A. I'm not sure.

Q. Well, to your knowledge, as you sit here today as the division president of Eastwood Homes, are you aware of any bona fide dispute between Eastwood Homes and the plaintiffs regarding the title issues?

A. Again, the dispute is that, you know, they wanted us to sell them the homes and we could not sell them the homes.

Q. How is that a dispute?

A. Because you're at odds. I mean, you want one thing and I want -- we can't deliver, so there's a dispute.

Q. Let me -- let me ask you this hypothetical. And again, this is not what happened in this case. I concede that. But I'm just trying to get at how these different terms work in this contract.

If Jill Bagwell or you picked up the phone and called Pat Franquelin and said, Pat, I've got terrible news, I can't sell you this home because the Gamecocks didn't win the national championship in football, I can't sell you the home, and she disagrees that that's a basis for not being able to sell the home, is that a dispute?

A. Again, we know what the dispute is. I'm not sure why we're --

Q. The reason I'm saying that is because we, the plaintiffs in this case, have never disagreed with Eastwood Homes as to any of the title issues.

So where I'm getting at is how can the dispute just be over whether or not Eastwood wants to sell the property or not under certain circumstances?

A. Based upon the conversations that I've had with legal and the existing HOA's counsel, I have been instructed that we cannot sell them the homes. If you want to delve into that further with Allen, then that's -- you know, you can do that.

Q. But Eastwood Homes did close 14 homes prior to terminating?

A. That's correct. Because we didn't -- we were not aware of the issue.

Q. But the closing attorneys didn't have a problem closing it, right?

A. Okay. I mean, that's fine. But there's an issue.

Q. Did the lenders of those 14 homes have any issue?

A. Not that I'm aware of.

Q. Did the title insurance companies have any issue?

A. Not that I'm aware of, but they should have.

Q. Well, why -- well, see, the question of why, that gets into the merits and things of that nature.

A. I agree.

Q. It's our position in this case that that's -- but at the end of the day, does paragraph 26 give Eastwood Homes the right to unilaterally terminate this agreement for any reason it wants?

A. Yes.

Q. Does the language --

MR. APPEL: One moment, Judge.

BY MR. APPEL:

Q. All right. Just a few more questions. You would agree with me that this issue with the HOA, as Eastwood Homes perceived it, was ultimately resolvable, correct?

A. Yes. I think -- yes. In one way or another, it is resolvable.

Q. And isn't it the case that prior to these lawsuits being filed the buyers offered to give Eastwood Homes as much time as needed to fix the problems?

A. I'm not sure. I would -- I would guess that, if you tell me that, but I'm not sure.

Q. Yeah. I'll just represent that our --

A. Okay. That's fine.

Q. -- Notice of Cure letter and the evidence states as much.

You would agree with me that Eastwood's standard form contract doesn't provide an arbitration provision, correct?

A. Correct.

Q. Why -- why is that?

A. You would have to speak to Allen Nason, our general counsel.

Q. So given the absence of an arbitration provision and the purported elimination of all buyers' remedies in the event of a breach under paragraph 25, it would be correct to say that if Eastwood Homes elects to exercise paragraph 26 and terminate the contract for any reason it wants, buyers are left with no arbitration remedy and no judicial remedy according to the contract, correct?

A. Per the con -- per the contract, correct.

Q. All right. We spoke a little bit earlier about Eastwood Homes' annual revenue, right? I'm not asking for specific numbers. I'm just asking, you would agree with me, right, that in this contractual relationship, at the time of execution of all the contracts in this case, Eastwood Homes possessed all of the bargaining power as it relates to the

interactions with plaintiffs, correct?

A. Are you talking about the price or are you talking about the language in the contract?

Q. Language in the contract.

A. Correct, yeah.

MR. APPEL: Okay. Thank you, Mr. Matheney. No further questions at this time.

THE COURT: Okay.

MR. BRADLEY: Thank you, Judge.

CROSS-EXAMINATION

BY MR. BRADLEY:

Q. All right. Dion, before I get into what I had planned, I wanted to clear up three things I think that you wanted to talk about. The first one is the definition of a dispute.

Is it possible for three people to have a dispute?

A. Sure.

Q. What about four people?

A. Sure.

Q. Could a hundred people have disputes?

A. Yes.

Q. All right. So when you said that it doesn't have to be two people, is that what you meant?

A. Yeah.

Q. Okay. All right. I just wanted to clear that up because it seemed like it was unclear.

Secondly, if Eastwood does cancel the contract, what does Eastwood have to do?

A. Return their earnest money along with $100 for damages.

Q. So they have to give back all the money they have invested?

A. Right.

Q. Eastwood still has the money invested in the house?

A. Correct.

Q. And they don't have to pay for anything about the house?

A. No.

Q. Okay. On this question of the dispute, is it that Eastwood didn't feel comfortable selling the house to these people based on the violations of the Charleston housing zoning restrictions and the homeowners association because the proper documentation wasn't filed?

A. That is correct.

Q. All right. Was there any way Eastwood was going to say, yes, we're willing to sell these houses in spite of these legal problems?

A. No.

Q. All right. Do you think that was a dispute because the people wanted to buy the houses?

A. Yes.

Q. Is that the dispute you're talking about?

A. Yes.

Q. All right. Now, do you live in Charleston, Dion?

A. Yes.

Q. How long you lived around here?

A. Since 2021 -- or 2001, excuse me.

Q. Where did you grow up?

A. Myrtle Beach.

Q. Did you go to school anywhere?

A. Clemson.

Q. Did you graduate?

A. Yes.

Q. When did you graduate from Clemson?

A. 2001.

Q. What did you study?

A. Economics.

Q. All right. When did you start in the home building business?

A. 2006.

Q. Where did you start?

A. At Eastwood Homes.
Q. What did you start out doing?
A. New home specialist.
Q. Did you just kind of work your way up until you got where you are?
A. Yes.
Q. Okay. So you're familiar with Eastwood's operations around here?
A. Yes.
Q. And the Swygerts Landing development?
A. Yes.
Q. Can you tell the judge kind of where it is just to kind of orient him to --
THE COURT: I know exactly where it is. Right off of River Road, Johns Island.
BY MR. BRADLEY:
Q. How many phases --
MR. BRADLEY: I'm sorry, Judge. I didn't mean to interrupt you. I'm just trying to move tings along.
THE COURT: I'm good.
BY MR. BRADLEY:
Q. How many phases was this platted as?
A. The total project, I want to say -- excuse me -- was I think five. There was also a commercial

component. It may have actually been six because there was supposed to be a commercial component and I think maybe a school or active adult.

Q. Okay. Was Eastwood originally the developer of this neighborhood?

A. No, we were not.

Q. Who was the developer?

A. A group called Cam Management out of Maryland.

Q. So when this began, what was Eastwood doing?

A. We were just the -- we were just the handler. We would buy finished lots and then we would go -- we did the vertical construction. But we didn't participate in any of the horizontal construction or development work.

Q. All right. So what happened with phase four to change that from the first three phases when you were building houses in Swygerts Landing?

A. Well, the developer came to us, you know -- probably as you know, that project has been around for a while, Swygerts Landing has, and they said we're out, we want to get our money, we're done, we're not going to develop anymore finished lots for you guys; but if you guys want to purchase the raw land in phase four, we would be willing to sell that to you and then

you can self-develop it, which is -- at that time was kind of outside of our normal business process.

Q. Is that what Eastwood did?

A. Our owner would say we're a home builder, we're a home builder, we're a home builder. We've been forced to become a land developer, so we -- yeah, we have done some of it, but it's definitely not -- it's not what we're good at.

Q. But Eastwood bought phase four as raw land?

A. Right.

Q. And was going to continue the development that was already permitted with Charleston?

A. Correct.

Q. All right. And the zoning ordinances require that there be homeowners associations for this development, don't they?

A. Correct.

Q. All right. And in addition, the zoning ordinances require that the common areas, such as sidewalks, parks, undeveloped land, be owned and maintained by a homeowners association, don't they?

A. Correct, yeah.

Q. All Right. And when Eastwood bought the raw land, did Cam record the proper covenants to create -- to bring phase four to the homeowners association of

phases one, two and three?

A. Unfortunately, no.

MR. APPEL: Your Honor, we just have to object to this whole line of questioning that gets into factual --

THE COURT: I'm going to allow it. We've been far afield all day. Go ahead. I want to know what happened out here. It sounds like I'm finding out. All right. Go ahead.

BY MR. BRADLEY:

Q. So when Eastwood bought the land, did Cam record the proper declaration to include phase four that Eastwood bought in the homeowners association as was platted and zoned for phases one, two and three?

A. No, they didn't.

Q. Okay. Who was supposed to do that?

A. The seller and their -- their attorney.

Q. Okay. All right.

A. I would imagine. I mean, I think --

Q. Right. When Eastwood -- when you got involved and you had this land, did you start bulldozing things, building roads, that sort of thing?

A. Yeah.

Q. All right. And then you start building houses?

A. We did, yeah.

Q. Did you start selling the houses you were building?

A. We did.

Q. When did you find out that you were in violation of the city zoning ordinances, that you didn't have a homeowners association, that you didn't have a declaration filed and you couldn't incorporate it into the homeowners association of phases one, two and three?

A. I had a meeting with the existing HOA president for phases one, two and three. And we were having the discussions for the transition from, you know, Eastwood's control into the HOA's control.

And so there were a few items. I don't know. There were probably 10 items that he wanted me to remedy or, you know, kind of request that they have before they were going to accept phase four.

And for whatever reason, both of us, I don't know, we just kind of had an ah-hah moment. I don't know if there was some paperwork that we couldn't find or what it was.

But I immediately reached out to my closing attorney, Michael Shumaker, and asked him if the proper declaration had been filed. And unfortunately,

when he called me back or e-mailed me back he said it hadn't been.

Q. All right. Did you ask the homeowners association, hey, will you let us incorporate phase four and apply for the zoning ordinances and all the amenities?

A. I mean, no. I mean, the next person I called was our in-house counsel to kind of figure out what was the best way to tackle this issue.

Q. Okay. All right. Have you been able to incorporate, even as we sit here now, has phase four incorporated as was required by the platting, the zoning, the development permission and the management of the amenities, has phase four been incorporated into the homeowners association?

A. Unfortunately, no.

Q. What problems does it create if you're selling houses that are supposed to be under zoning and have common areas for a homeowners association that have no way to get into the homeowners association?

A. One, you're not conforming with the zoning.

Two, obviously, you know, as the declarant who controls the HOA, you want to have, you know, architectural control, you know. You want to protect

the values of the current homeowners.

So, you know, if you need to approve, you know, fences, someone wants to change paint color, there's all the problems that come with maintaining the common areas. And then, of course, you know, as it relates to Swygerts, needing to have access to the amenities.

Q. All right. So the people that were buying these houses in phase four didn't have access to any of the amenities?

A. No.

Q. All right. And what about the ponds? Who was supposed to take care of the ponds?

A. The HOA.

Q. All right. So who's been doing that since then?

A. Eastwood.

Q. All right. What about the common areas as required by the zoning, who is supposed to take care of those?

A. The homeowners association.

Q. All right. So who has been doing it?

A. Eastwood Homes.

Q. All right. Okay. What about the roads and the sidewalks, who is supposed to maintain all that?

A. There's no sidewalks. But the roads,

obviously, Eastwood Homes.

Q. And is Eastwood Homes still doing that now?

A. Yeah.

Q. Do you know of any way right now as we sit here for Eastwood to get this phase four finished and to incorporate it into phases one, two and three?

A. Yeah. We would have to have the vote from -- I don't know what the percentage is, but all of the homeowners in phase one, two and three. And I think it's a pretty substantial number.

Q. All right. Is the reason you haven't had that vote because of this very lawsuit, that they won't have the vote until the lawsuit is resolved?

A. That's my understanding.

Q. Okay. So the reason you can't have a vote of phases one, two and three is because those homeowners associations won't agree to a vote while this lawsuit is pending?

A. Yeah. That's my understanding.

MR. APPEL: We object. He hasn't --

THE COURT: I will sustain that.

BY MR. BRADLEY:

Q. All right. You were shown Exhibit 1 in that notebook there, Dion. I think you pointed out where phase four was. Do you remember that?

A. Yeah.

Q. All right. Does phase four have large, undeveloped plats that are supposed to be controlled by homeowners association under the city's zoning regulations?

A. Yeah.

Q. Okay. And is there any way that you can comply with that?

A. Currently? No.

Q. Do you feel comfortable selling houses in a situation where you know you're violating zoning laws and you can't get the houses into the homeowners association which was a part of the original permission to build this neighborhood in the first place?

A. No.

Q. Was that a problem for you?

A. Yeah. Yes, wouldn't want to do that.

Q. When you found out about this problem, you offered to refund all of the money everyone had deposited plus $100, right?

A. That's correct.

Q. Was that Eastwood's way of trying to resolve this problem?

A. Yeah. I mean, that's, you know -- you know,

per the terms of paragraph 25, that's what we're supposed to do, so...

Q. Did you also agree to give whoever wanted, whenever you get this fixed, and you don't know when it's going to be, but whenever you do get it fixed, a right of first refusal to buy the house?

A. Yes.

Q. And every one of these people in this room has had that extended to them?

A. Yes.

Q. Has anyone taken you up on it?

A. No.

Q. All right. So how do you feel about all of this? What's your perspective on it?

A. I hate it. I mean, it's -- I hate it for, you know, these folks. I hate it for Eastwood. I hate it for all parties involved. I hate it for the homeowners that are in phase four that closed. There's -- I mean, there's no easy way to say it. It's a -- it's a terrible situation.

Q. All right.

A. It's the toughest one I've ever had to deal with.

Q. Did Eastwood cancel these contracts so it could finish these houses and make more money by

selling it to somebody else?

A. No.

Q. During all this time, house prices up, house prices down, lumber prices up, lumber prices down, other than Mr. Button who was a pill and abusive to your people and these people with the zoning problems, have you ever canceled a contract?

A. No.

Q. How does Eastwood make money?

A. By building and selling houses.

Q. Are you making any money on phase four now?

A. No. No. No.

Q. Are you losing money because the houses are just sitting there?

A. Yeah.

Q. All right. Has Eastwood sold any house since it learned that this neighborhood was out of conformity with the homeowners association, they didn't have covenants in place, there wasn't an easy way to get them, and they were in violation of the City of Charleston zoning requirements?

A. No.

Q. Has Eastwood done any work on any of these houses?

A. We -- we dried them in and we painted them

just to protect the siding. And we did do some grading work just to -- you know, there were some storm water issues, but, you know -- there was one that was in slab when the lawsuit but still in slab.

There was one that was in block. It's still -- but like I said, we tried to preserve as much of them as we could. We're going to -- there's going to be some issues down the road that we will have to address, obviously, from just sitting, but...

Q. Is Eastwood planning to sell any more homes before this problem is fixed?

A. No.

Q. Why not?

A. Because there's an HOA issue.

Q. Okay. All right. After Eastwood discovered this problem, did it enter into any more purchase agreements for this phase?

A. No. Not with Eastwood Homes. I mean, I can't speak -- you know, obviously, there are resales. But no, Eastwood Homes didn't.

Q. Not sold any property, not started any houses and not entered any purchase agreements with anyone?

A. No.

Q. All right. The only thing it's done is dried in the houses so they wouldn't be - to minimize the

weather damage?

A. Right. And again, there were some major like runoff and erosion issues that we had to stabilize so that we could be in compliance with our SWPPP plan.

Q. And also maintain the common areas and everything else?

A. Yeah, naturally.

Q. Even though you don't have a homeowners association?

A. Right. We need to protect the existing homeowners that did close. We need to keep it looking good for them.

Q. Okay. Do you know when these problems are going to be resolved?

A. I do not.

Q. Okay.

A. Soon, I hope.

Q. I want to talk a minute about Eastwood's purchase agreement. Who has the authority to modify it?

A. Counsel. And I mean, obviously, the shareholders, I guess, if they wanted to.

Q. Either the lawyer or the people who own the company?

A. Correct.

Q. But they do have the authority to change it if they wish to do so?

A. I would imagine, yeah. I mean, they are the shareholders.

Q. It's just not something you have the authority to do?

A. Exactly.

Q. Who pays for one of these houses if it burns down or gets hit by lighting or if there's an earthquake, as Ms. O'Grady suggested?

A. Our insurance would kick in.

Q. But Eastwood is who bears that risk?

A. Right.

Q. Okay. And I want to talk about what Eastwood has invested in a house before it sells.

How much, after you put together all the costs of buying the land and putting in the pipes and the roads and the permitting and everything else per lot, does it cost just to get the lot ready for a house?

A. I mean, obviously, it depends. On your bigger communities, your bigger projects, you're going to have some, you know, cost deficiencies. And your smaller projects like this one, it's going to be pretty expensive. You know, fortunately, we started

to develop this one in, you know, 2017, so prices were much different than they are now. But I believe those lots are costing us about 145,000.

Q. So roughly, it could be a little less, could be a little bit more --

A. Right.

Q. But just to get the lot ready to put the house on, you're out of pocket 145?

A. Yeah, and taking the acquisition and doing all the improvements, yeah.

Q. And when you're actually buying everything that goes into the house, paying to design it and paying somebody to hammer the nails, what's the cost there? I understand it's a range. Some houses are more than others.

A. You mean -- you know, it could be 400,000, 500,000. If you're building townhomes, obviously, it's not going to be as much. But it's pretty -- I mean, it's significant. There's a lot of capital that way.

Q. So would it be fair to say that generally these houses in general, before this deal is closed, Eastwood, if it goes forward, has between 550,000 to 650,000 invested?

A. Probably closer to five, I would say.

Q. Somewhere around a half million dollars Eastwood has invested in every house before it sells. Is that right?

A. Yes.

Q. And I understand it might be a little more, it might be a little less?

A. Right.

Q. Some houses are going to --

A. Depending on the size and all that good stuff.

Q. Understood. But in general, approximately a half million dollars. Is that right?

A. Yes.

Q. And if the people who are to buy the houses are putting in 10 to $15,000 -- is that right?

A. That's correct.

Q. So Eastwood's and investment in any of these sales is 20 to 30 times what these people are putting in, isn't it?

A. Correct.

Q. Okay. All right. Could you say how much Eastwood lost as a result of these problems with phase four and the zoning?

A. I couldn't monatize it. I mean, and a lot of that is just because I don't know what all we're going

to have to do to those homes, you know.

There could be some more remediation that we are going to have to do. But just to maintain the -- you know, the common areas and the ponds, you're talking probably, you know, $2,000 a month just for the -- you know, that part.

That's -- and that's pretty insignificant compared to what I unfortunately think we're going to have to deal with down the road.

Q. And I guess the carrying costs for all the houses --

A. Right. Of course, yeah. Yeah.

Q. For all the houses that are half built and the roads and the sewers and that sort of thing?

A. Yeah.

Q. All right. Eastwood is selling houses in other places all over Charleston, though, isn't it?

A. Yeah.

Q. Did it cancel any houses when lumber prices went up?

A. No.

Q. Did it cancel any houses if prices go up?

A. No.

Q. All right. Is that something Eastwood would do to anybody?

A. No.

Q. All right. Did you want to cancel these purchase agreements?

A. Of course not.

Q. Thank you, Dion. I appreciate your time.

REDIRECT EXAMINATION

BY MR. APPEL:

Q. I'm going to try to be quick here because I know our court reporter is needing to go home today.

You testified a minute ago that you believe that phase four is in violation of the City of Charleston's zoning ordinances due to these title issues. Is that correct?

A. I don't know if I would say title issues. But because of -- it's not -- it doesn't conform with the zoning.

Q. Has the City of Charleston ever issued a stop work order to Eastwood Homes due to the zoning violation?

A. No. I'm not even sure if they're aware of it.

Q. Has Eastwood Homes ever informed the City of Charleston of this issue?

A. No.

Q. Okay. Has there been any judicial

determination that you're aware of by a court that says phase four of Swygerts Landing is not part of the HOA?

A. Not that I'm aware of.

Q. You would agree with me that there are representations in the phase four plat that we looked at earlier that tell the world, it's part of the public records, that there are various features depicted in the plat that are subject to the HOA in phase four? And I'm specifically referring to plat note 7, plat note 13, things of that nature.

A. You're talking about on this plat?

Q. Yes, sir. I can hand you a zoomed-in version if that would be easier.

A. Please.

Q. Absolutely. Let me just pull it up real quick.

Just have a look at that if you don't mind. I just handed you a zoomed-in electronic version of the phase four plat that's in evidence as Exhibit 1.

You would agree with me that plat note 7 and plat note 13, among others, are affirmative representations by Eastwood Homes to both the City of Charleston that approved the plat and Charleston County where the land records are maintained that an HOA owns the common

areas and manages the common areas in phase four of Swygerts Landing?

A. It's an error.

Q. Are you in a position as division president to opine on whether phase four was legally brought into the HOA or not?

You don't -- you don't know if that's -- if it's true, right? You're just relying on what Allen Nason told you, correct?

A. No. I think we saw in my deposition, when the abstractor pulled it, that it was outside of it.

Q. Is it your testimony today that because --

A. But you're correct. I'm relying on the third party. It was Michael Shumaker that it's outside of it, to answer your answer.

Q. Are you ware that Weeks and Irvine and Michael Shumaker believed that phase four has always been part of the HOA?

A. No, I'm not aware of that.

Q. Have you talked to them about their opinion on this matter?

A. No, not since, you know, we -- not since I was deposed.

Q. Are you aware of anybody else at Eastwood having any communications with Weeks and Irvine about

this matter?

A. Not that I'm aware of.

Q. Because I will stipulate to you that there is no phase four declaration that was signed and filed prior to the 2016 raw land takedown, correct?

A. Correct.

Q. But are you aware that Weeks and Irvine, they don't believe that's required in order for phase four to be part of the HOA?

A. I would agree that's probably their strategy at this point.

Q. Okay. When you talk about their strategy, Allen Nason testified in his deposition that Weeks and Irvine committed malpractice. Do you share that assessment?

A. I'm not going to get into that.

Q. Okay. Let me ask you this: Has Eastwood Homes sued Weeks and Irvine?

A. We have not.

Q. Has Eastwood Homes sued Cam management?

A. No. We're not in the business of suing people.

Q. Has Eastwood Homes asserted any claims against anybody that they believe is responsible for this phase four issue to the extent there is one?

A. Not yet.

Q. What do you mean by not yet?

A. I mean we haven't done it yet.

Q. Do you plan on doing it? Outside of communications with counsel, have you been involved in any discussions with that matter?

A. I have not been involved in any conversations or discussions, but there's been a tremendous amount of money that's been lost.

Q. So there's a tremendous amount of money that's been lost, there's the worst example of malpractice that Allen Nason has ever seen, but Eastwood Homes hasn't sued Weeks and Irvine, right?

A. At this time, you are correct.

Q. And there's this horrible zoning violation out there, but the City of Charleston hasn't issued any stop work orders, have they?

A. No, they have not.

Q. In fact, if you don't mind handing me the iPad back, I'd just like to refer the request to admit of record in this case that we served on Eastwood -- and we asked, number 16 of our request to admit, we state: "Admit that the phase four sold properties" -- these are the properties that were sold prior to the termination -- "are in violation of the City of

Charleston zoning ordinances and this subjects the properties to, among other things, revocation of their respective certifications of occupancy and default under their respective mortgages."

Eastwood Homes' response was "denied."

Do you have any testimony or any reason as you sit here today as to why Eastwood took the position that they were not in violation of the City of Charleston zoning ordinances?

A. I couldn't speak to that.

Q. You know from your familiarity and experience in this business that it's standard boilerplate provisions in a residential mortgage that a violation of a zoning ordinance is grounds for default under that mortgage, correct?

A. You'd think so.

Q. Okay. Are you aware of any mortgage company for any of these 14 homes that were sold in -- prior to the termination, that have been foreclosed on due to this alleged zoning violation?

A. Not that I'm aware of.

Q. As part of the closing process for a home, there's underwriting that happens with the lender, right?

A. Correct.

Q. There's underwriting that happens with title insurance, right?

A. Correct.

Q. Has any lender, title underwriter, with respect to the 14 homes that closed prior to the termination and the two homes that have sold out there, reached out to you or anybody else at Eastwood Homes and complained about there being a problem with phase four being in the HOA?

A. Not that I'm aware of.

Q. Has the only person that's ever said there was a problem Allen Nason?

A. No. Michael Shumaker?

Q. Well --

A. You -- I mean --

THE WITNESS: And again, I know, Judge, we're not here to try this part, but --

BY MR. APPEL:

Q. I will tell you this: Michael Shumaker is not here. Weeks and Irvine is not under subpoena.

A. Right.

Q. I will tell you they will agree that phase four declaration was not filed prior to the closing of the raw land. But I am telling you right now they strongly disagree that phase four was not --

MR. BRADLEY: Your Honor --

MR. APPEL: Y'all made it an issue.

THE COURT: That's all right. That's not what's going to decide the case for me. I can tell you that. We've got a quagmire here, no doubt about it.

BY MR. APPEL:

Q. But at the end of the day, and I asked you this earlier, I just want to confirm this testimony as we wind down today, that no matter what the issue is out there, to the extent there is an issue with the HOA, it's fixable, right?

A. Yeah. I mean, I think anything is fixable.

Q. Anything is fixable.

Plaintiffs in this case offered to provide as much time as necessary to fix the problem, right?

A. If that's what you're telling me, yes.

Q. And Eastwood Homes rejected that offer, correct?

A. Correct. Because there's -- to your point, it's fixable, but I don't know what that's going to cost me.

I don't know if, you know, the existing HOA is going to say we want you to build another pool or another monument sign or what they are going to --

what the request is going to be so I can get these pulled in, or can I set up another homeowners association and call it a different community. Well, there's a lot involved with that as well.

So yes, it's fixable, but I don't know how much it's going to cost.

Q. Did unilaterally terminating these contracts by a phone call to some, by an e-mail to others and not responding to any efforts by plaintiffs to fix this problem prior to the lawsuits being filed make it more likely or less likely that issues to the extent they exist would be fixed in a reasonable timeframe?

A. I wouldn't know. I mean, that's something that's out of my control because you're having to get, you know, like I said, the existing HOA on board and --

Q. Would working -- would working with the plaintiffs, engaging in the dispute resolution process in paragraph 26, have made it more or less likely that these issues could have been fixed?

A. I don't know. I mean, you know -- again, the advise of our counsel and the HOA's counsel.

Q. But you know that no matter what may have happened or could have happened, there was no attempt to work with the plaintiffs to fix this problem,

correct?

A. Correct.

Q. Even though Eastwood acknowledges it's fixable, right?

A. At some point, yes, it's fixable.

MR. APPEL: That's it. I appreciate your time today. Thank you so much. And finished on the clock.

THE COURT: Mr. Matheney.

THE WITNESS: Yes, sir.

THE COURT: I've got a few specific questions.

All right. So what you have educated me on is what -- what dispute, what came up in the dispute.

Tell me, pursuant to the terms of the contract, when Eastwood notified the buyers of this dispute and how you sought to reach some type of mutual satisfaction to that?

I'm reading directly from the language of rule 26. That's -- that's what I've got to decide.

THE WITNESS: I don't know, I apologize, the exact date, but I think it was in June.

THE COURT: Okay.

THE WITNESS: And we were instructed to reach out to the folks that were under contract via phone

and let them know, you know, bring them up to speed on the scenario and what was going to happen as far as the mutual release.

THE COURT: All right. I guess my question to you was so by telephone on Friday the 4th of June someone from Eastwood called these plaintiffs or attempted to call the plaintiffs --

THE WITNESS: Yeah. I don't know if it was a Friday or a Monday. If someone is saying it was a Friday, then I believe them. I think Monday there were probably some phone calls that were made as well. I don't think we were trying to avoid reaching out to them. Again, I'm a human being. I don't want --

THE COURT: I understand. I'm okay with that. But my concern is, as I read the contract, dispute is between the buyer and the seller.

THE WITNESS: Uh-huh.

THE COURT: Okay. A bona fide dispute between the buyer and the seller.

These buyers are saying, the ones that testified, they're testifying for the class of plaintiffs that are here, that they had no knowledge, no notice of a dispute. All right? That's what I heard from the two witnesses for the buyers.

Now, that dispute is defined by the seller's

sole judgement.

THE WITNESS: Yes, sir.

THE COURT: All right. There's got to be a dispute between buyer and seller. I've heard of an dispute with an HOA. I've heard of a dispute with the City of Charleston, potentially. And clearly, there's some kind of dispute between lawyers and what's going on there. That's a different story.

But as I read the contract, it's a dispute between buyer and seller. And then there's, if you read further -- y'all get to define what the dispute is. But if you read further, then there's got to be at least some type of -- if it cannot be resolved to their mutual satisfaction. There's got to be some mutuality. That's where I'm looking. I'm not seeing that. Okay? That's what I'm telling you. I'm not seeing that, some mutuality.

They get a phone call. And then in the case of Ms. O'Grady, she's driving down here and she gets an e-mail, hey, your contract is terminated.

Can you answer? Is there anything you can help me out on that?

THE WITNESS: As far as the -- how we satisfied it?

THE COURT: Yeah.

THE WITNESS: Well, we returned their earnest money and issued them the $100 check.

THE COURT: That's the ultimate satisfaction under the contract. But what about the discussion about, hey, we've got a problem, let's work through this problem?

THE WITNESS: I mean, the way I -- again, I was instructed that this is something that can take, you know, however long.

THE COURT: Well, apparently, at this point in time it's been two years. And I'm hearing it's two years and nothing has happened.

THE WITNESS: Right.

THE COURT: That ain't getting anybody anywhere.

THE WITNESS: Right. That's because, again, the existing HOA, I guess at the advice of their counsel, we're not going to even entertain those discussions until this part was satisfied.

THE COURT: They don't want to jump into litigation? I'm sure they come in here all the time. I do an untold amount of HOA litigation. One of the selling points for some of these neighborhoods is there is no HOA.

THE WITNESS: I'm starting to -- I'm starting

to believe that's the way I want to go. Because it's not the worth the gray hair this has given me. That's fine.

THE COURT: All right. But that's my -- those are the two questions I have for you.

THE WITNESS: Yes, sir.

THE COURT: And I don't know what the answer is.

THE WITNESS: Right.

THE COURT: So if you could provide me with that, I'm interested to hear it, but I --

THE WITNESS: Again, we were instructed to call them. And I apologize. It was, you know, I think Friday and then Monday. And I don't know how long it took for us to -- but my sales manager was instructed we need to have the conversation with them and explain to them what's happening.

THE COURT: Was there a written-out format for whoever called to tell them what was going on?

THE WITNESS: There was probably a script just because -- you know, again, it's not something that we encounter in our -- this is the first time this has ever happened to me or her, where we discovered this midway.

I mean, and I was panicked, you know, midway

through just because I just -- you know, the ramifications for the folks that are already closed, the ramifications for these folks. And so clearly this is, you know -- this not the outcome that I think any of us wanted.

THE COURT: I don't think there's any question.

THE WITNESS: To wind up in here. So, you know, again, we were -- we did what we were instructed.

THE COURT: I've got you. Okay. All right.

Any follow-up from either one of you?

MR. APPEL: I guess the only thing we would want to say before we end our case in chief is just obviously we wanted to call Allen Nason as a witness.

You know, this is where I think we've agreed to enter his deposition under Rule 32. We have got our designations. They have got their designations. We have got our objections noted of record. I think Your Honor knows what the nature of those objections are.

It all gets back to Judge Dennis and what's relevant and what's not relevant. I sure wish he could have been here.

THE WITNESS: Me too.

MR. APPEL: Mr. Allen, he's traveling. Maybe he's in France or somewhere right now. But, you know, that would sort of close our case in chief, the Nason deposition, I guess.

The only thing we would still want to do is make our motion for a directed verdict. And we have got sort of a presentation. We want to go through the legal theories and everything like that just to kind of tie everything up. We can reserve that for tomorrow morning and maybe start with that tomorrow morning. It's the close of our case and then you can --

THE COURT: By doing that, you might reserve that even further.

Any further questions for Mr. Matheney?

MR. BRADLEY: I have some.

THE COURT: Go ahead, Mr. Bradley.

RECROSS-EXAMINATION

BY MR. BRADLEY:

Q. Dion, you said -- did you send out a letter explaining what the problem was to the plaintiffs? Isn't that one of the exhibits in front of you in the book?

THE COURT: Was that the mutual termination letter?

BY MR. BRADLEY:

Q. Didn't y'all send out a letter to them?

A. I don't know if we did. To the homeowners that we closed, I did send them a letter and I did speak to them on the phone. But I don't recall if --

Q. So as to the plaintiffs, it was your understanding that someone from Eastwood was to call each one of them and explain the problem?

A. Right.

Q. And then you were going to send the mutual release and revocation with the check for their deposit and $100 and giving them the right to each purchase the property on a first-offer basis in the future?

A. Right.

Q. Is that Eastwood's efforts to resolve this problem?

A. Yes.

Q. Did anyone come back to you and have any other discussions on this? Did anyone accept it?

A. No.

Q. All right. Was that -- was there any satisfaction regarding Eastwood's offer to resolve the problem?

A. No.

Q. All right. But Eastwood Homes tried to resolve the problem by calling the people, sending them money and sending the notice which would give them the right of first refusal on the sale of the houses?

A. Correct.

Q. All right. Thank you. That's all my questions.

MR. APPEL: Real briefly.

REDIRECT EXAMINATION

BY MR. APPEL:

Q. Mr. Matheney, you testified earlier that the document we just talked about, this mutual release, this is a termination notice, correct?

A. It's a mutual release.

Q. Right. But there was testimony earlier about this was the termination, correct?

A. Right. It was the release of the contract.

Q. So like Eastwood's form contract, it was a take it or leave it proposition? This document was a take it or leave it proposition as well, right?

A. Yes. It was a release.

Q. There was no negotiation over the terms of this agreement, right?

A. Correct.

Q. The order from Allen Nason was these contracts are terminated, right?

A. I don't know that he used that verbiage. But yeah, we needed release from the contracts.

Q. They're canceled, right?

A. Correct.

Q. That was the statement from Allen Nason, correct?

A. Again, I can't speak for him, but yes, that's --

Q. In your experience with Mr. Nason, does he change his mind based on the way buyers react to his ultimatums?

A. No.

Q. Okay. No further questions.

THE COURT: I haven't read his deposition, but I've heard --

MR. APPEL: You're going to love it.

THE COURT: -- he's not without opinions.

All right. Very good. Thank you, Mr. Matheney. You can step down.

THE WITNESS: Yes, sir.

THE COURT: All right. So let's go ahead and conclude for the day. That gets Josie out of here hopefully in time and where she needs to go to. And

let's come back at 9:30 in the morning.

What I'll do tonight is I'll review the deposition that y'all submitted to me. And based on what you're telling me, that will conclude the plaintiffs' case?

MR. APPEL: Yes, sir. And procedurally, Your Honor, can we close our case formally tomorrow after the Court has decided --

THE COURT: Yeah, absolutely. Absolutely.

MR. APPEL: Thank you, Judge.

THE COURT: And then, Mr. Bradley, how many witnesses are you looking to do tomorrow?

MR. BRADLEY: I'm not planning to put up any more witness.

THE COURT: Okay.

MR. BRADLEY: I do have, it would be helpful to you and I've already given this to Mr. Cooper, the notebook with the deposition, with our designations highlighted in blue, theirs in yellow, and ones that cover in green.

THE COURT: Okay.

MR. BRADLEY: For your convenience, if you would like it.

THE COURT: Sure. Sure.

MR. BRADLEY: That's all.

THE COURT: Okay. All right. Well, let's start back then --

MR. APPEL: One more item, Your Honor.

We have been in communication with Weeks and Irvine. There is a discussion about subpoenaing Weeks and Irvine, Michael Shumaker, to participate in this trial.

THE COURT: Okay.

MR. APPEL: We ended up not doing it because of the way we view what's relevant and not relevant.

THE COURT: Right.

MR. APPEL: However, given the extensive discussions about the merits of the problem -- I mean, Your Honor, I mean to the extent we're on the record, off the record, Weeks and Irvine will testify that there is no problem here with this phase four being in the HOA.

THE COURT: Okay.

MR. APPEL: And to the extent, we might have a phone call with them between now and tomorrow; and if we can arrange for their testimony, we would just like to keep open the opportunity to put Weeks and Irvine up on the stand for tomorrow, if we can make that happen, just based on what happened today.

THE COURT: You haven't rested. Y'all can

make some decision on that overnight if you'd like. And I'll tell you, what I'll probably do is meet with y'all first thing in the morning and let's talk about where we are.

MR. APPEL: Okay.

MR. BRADLEY: Yes, sir.

MR. APPEL: What time does the Court want us back tomorrow morning?

THE COURT: Let's just -- let's plan to start at 9:30. Okay?

All right. Mr. Bradley?

MR. BRADLEY: Thank you.

THE COURT: Thank you, sir.

All right, folks. Thank y'all for being here. And those of you who can make it tomorrow, I'll look for you then.

Okay. Thank you.

(Court was adjourned at 4:45 p.m. on May 24th, 2023.)

COURT REPORTER'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE TESTIMONY CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

I DO FURTHER CERTIFY THAT I AM NOT CONNECTED BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL, ATTORNEY, AGENT, OR OTHERWISE.

SIGNED THIS THE 21st DAY OF JUNE 2023.

Josie Boehm

JOSIE ALLEN BOEHM

My Commission Expires 10/18/32

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF CHARLESTON FOR THE NINTH JUDICIAL CIRCUIT
CASE NUMBER 2021-CP-10-2829

Ralph Dawkins and	)	
Michelle Dawkins, et al,	)	
Plaintiffs,	)	
	)	May 25th, 2023
vs.	)	Trial
Eastwood Homes of Columbia, LLC,	)	Volume II
et al,	)	
Defendants.	)	

Hearing before the Honorable Mikell R. Scarborough, reported by Josie Allen Boehm, Registered Professional Reporter and Notary Public, at 100 Broad Street, Courtroom 2A, Charleston, South Carolina, May 25th, 2023 commencing at 11:13 a.m.

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THE COURT: Folks, good morning. Glad y'all are back. They're itching to make the arguments. I don't know that I need that to give y'all a ruling.

Just for the record, this is day two in *Dawkins versus Eastwood Homes*. I did take home the deposition of Allen Nason. I read that overnight.

My understanding is that with that, the plaintiffs' case is concluded; is that correct?

MR. APPEL: Your Honor, we only were prepared to make some directed verdict arguments. As the Court indicated, that's unnecessary. I think the Court has a clear understanding of our arguments based on our trial brief, et cetera. So at this point, we'll rest.

THE COURT: And Mr. Bradley, you indicated you had no responsive testimony to give?

MR. BRADLEY: Yes, sir. We already had the testimony of Mr. Matheney, and that would be our testimony in response. Obviously, we can make arguments, but I understand the Court doesn't need that this morning.

THE COURT: Very good. Thank you. So let me give y'all my ruling, and then I'm going to -- I don't know to what extent the attorneys got a chance to talk to y'all.

I got them back there because what we've got

here is a real problem. Okay? It's a real problem. It's a problem for the plaintiffs. It's a problem for the defendant.

And it is two years down the road, and it ain't getting any better. Okay? And next week, it might get even worse, but that's a whole other economic disaster that we're all awaiting to see how that goes, of which none of us have any control of and that could change things as well.

So what I indicated to these attorneys in chambers was basically I was ready to make a ruling, but before I made that ruling final, because rulings, in order to be final, need to be in writing, is that I was going to send y'all to mediation to see if y'all can't work through ultimately a solution to this situation.

Plaintiffs don't have the houses they want. Defendant's in the business of selling houses. They're over there hemorrhaging money because the house is just sitting there.

It seems to me that there should be a common goal by all sides. And I'm going to, to the extent I can, order the HOA to participate in y'all's mediation, I'm going to do that as well. I don't have jurisdiction over them, but I know that Derek Dean has

come out and Derek comes in this court and tries a lot of cases. I think he would be willing to step into that.

That's going to be a semisolution to the problem that we have. So based upon that, I have sketched out my ruling, and I will give that to y'all now.

At the outset of the case, I had indicated at the time Judge Dennis -- essentially he didn't refer the case over here but he said this is the issue that needs to be decided, and that's the unconscionability terms in the contract, whether or not they are unconscionable.

And that leads to the next issue of whether or not they're severable, and the Court is going to address both of those in short order.

At the time Judge Dennis issued his ruling in March of '22, he didn't have the advantage of two cases, in particular one the *Damico versus Lennar* case we talked about, and then the other one was the *Huskins versus Mungo Homes* case which just went final in February of this year. I talked about those earlier.

So this Court has had that benefit, and I think that helps to make my decision making process

easier. Never totally easy, but they're easier.

So let me start here. The starting point in this case is that South Carolina has a history of protecting home buyers. That goes back to a case in the I -- think it was from the '90s, *Kennedy versus Columbia Lumber,* another case *Lane versus Trenholm Builders* in 2016, and also of course in the Lennar case, which you're going to hear from mostly a lot of today.

And in South Carolina, as Mr. Nason testified in his deposition, all contracts in this state must have terms which involve good faith and fair dealing between the parties. And that determination can well be for the benefit of the Court to make.

The issue of whether or not contract terms are unconscionable therefore applies in all contracts. The touch stone of unconscionability is the absence of meaningful choice, and that's what the Court looks at.

And the Court looks to all the facts and circumstances surrounding the creation of the contract and all this testimony that we went into yesterday about what happened since the contract is not necessarily part of this Court's determination as to unconscionability.

The Court has to look at the contract at the

time it was entered into to determine whether or not the terms are unconscionable.

In this case, I find that this case is a contract of adhesion, and adhesion contracts are not necessarily unconscionable. It has to be an analysis that goes into that determination; however, it is a factor, just not determinative of unconscionability.

The Court has to look to two factors, and we touched on those in the arguments that we have had during the course of the trial, and that's procedural and substantive unconscionability.

Procedure looks at essentially three factors: One, the relative disparity and the bargaining power; two, the parties' relative sophistication; and three, whether the plaintiffs are a substantial business concern of the defendant.

The analysis of procedural unconscionability is basically -- we talked in terms of, yesterday, balancing or tests or a sliding scale is what I really sort of looked at.

And the Court looks at both procedural as well as substantive, and I'll get to substantive in a minute.

So while I find that the plaintiffs are competent and able to read and understand contracts, I

find that this case, that the two factors of the relative disparity of the bargaining power and the fact that the plaintiffs are a substantial business concern of the defendant, mitigates certainly in favor of the plaintiffs on this. And I find that that test has been met of substantive procedure. As to -- excuse me, as to procedural.

As to substantive unconscionability, the Court really looks to mutuality. And very similar to the contract in the Lennar case, there the language of the contract said seller may, at its sole discretion, make determinations.

Here, the language of the contract was seller in its sole judgement shall determine whether or not, one, basically whether or not there's a bona fide dispute and, two, whether or not it can be resolved to their mutual satisfaction.

I find that is completely lacking in mutuality and therefore, the test of substantive unconscionability is met as well. The Court looks to the creation of the contract and not necessarily the what happened in the interpretation of the contract.

But however, it does clearly appear to the Court that if any reason a bona fide dispute should arise between the buyer and the seller and the

seller's sole judgement prior to closing and as such a bona fide dispute cannot be resolved to mutual satisfaction, the seller at its sole option may terminate this agreement by written notice to the buyer. So essentially I do find that it's a terminable contract.

All right. So the bigger issue then becomes the Court has to deal with the severability of the contract terms. And there is case law, lots of case law, on the severability of contracts.

The contract itself did not have a severability clause. However, under our code section, the UCC code section that we discussed as well, 36-2-302 Section 1: If the Court finds as a matter of law the contract or any clause in the contract have been unconscionable at the time it was made, the Court may refuse to enforce the contract or it may enforce the remainder of the contract without the unconscionable clause or it may so limit the application of the unconscionable clause as to avoid any unconscionable result.

And it is on that basis, because I find that the state statute under the Uniform Commercial Code is a statement of public policy in the state of South Carolina that the Court has the ability to sever and

strike the unconscionable clauses in the contract in order to avoid an unconscionable result.

Therefore, the Court strikes paragraph 26 in its entirety as I find it to be unconscionable. And as to paragraph 25, while the caption reads "buyer in default, seller's remedies," the last sentence in the first paragraph of section 25 deals with the issue of damages.

And in the event of a breach of this agreement by the seller, under the buyer default clause, the buyer may recover the deposit but not be liable for consequential damages and waives any other damage. I strike that clause as well. Okay?

So for the benefit of the plaintiffs who are here, hopefully y'all are not in litigation all the time.

The Court's rulings aren't final until they're written. These are my findings and my conclusion of law based upon the testimony that was presented yesterday, along with a lot of legal research and some reading I've done, and that puts y'all in a better position than when you started here.

But I have instructed, as I indicated at the outset, I instructed these lawyers that just because we get to that point doesn't mean you have won the

case.

It basically means that you survived summary judgement and y'all are entitled to go try this case on the causes of action that you have left.

And that, depending on my ruling and depending on some subsequent events in this case, means you may or may not be in a position to buy a house in another year or three or five. And that's the problem that we've got.

And so that's why I called these lawyers back this morning because it would seem to me that there's a reason why we're all in the same room together and that everybody has got that common goal here. It's a question of how do we get there. Okay.

And so the only way I know to get solutions made, and as I indicated to these lawyers, the toughest cases I have had, for some reason they settle at mediation.

The very simple ones, they don't settle because one side is just dug in too hard to get them to acknowledge the reality of the situation.

But here, I think y'all have all got a problem. I think you could all benefit by getting in the same room, Counsel, with decision makers that need to make decisions, whoever those folks are, within the

entire plaintiffs or class representatives like we took yesterday.

But what I have suggested to the lawyers and what I'm going to do -- I wanted to put my findings on the record and issue my oral ruling today.

I have asked them to take the next 90 days over the course of the summer and see if y'all can't meet with a mediator.

I've suggested the name of John Massalon. We talked about some others, but John Massalon is directly across the street. He tries a lot of these cases. He's very knowledgeable about real estate law and construction law, for that matter, and I think he would be a good mediator, so I would ask that you contact him and see what his availability is.

If he's not available when y'all get back to me, I'm going to see if we can't get this resolved. Going to try get y'all a decision made. I always encourage the HOA to join in on that process because that's ultimately where y'all have got a problem, y'all being Eastwood Homes, and these folks want to get a nice home and they want to get a home they can move into.

So I just think that's probably in everybody's best interest. See if you can't do that,

and then if y'all cannot resolve it at mediation, then in about 90 days, y'all submit proposed orders to me.

It is my general rule of thumb that I look at those orders and I massage them and I make changes to them and I try to give y'all an answer within 30 days of that.

Having already made my ruling, I think it should be fairly straight forward what I get coming in the future, but I'm certainly willing to entertain orders from both sides.

Mr. Bradley, I'm not trying to cut you out of that. All right? Do I have any questions or concerns before we break today? Mr. Appel?

MR. APPEL: No, Your Honor. I think that covers it, and we just want to thank you and everybody else that's part of your staff and the Court for the time over the past day and a half. Really appreciate the opportunity to present our case. Thank you.

THE COURT: Mr. Bradley?

MR. BRADLEY: No, sir. Thank you for your time. We appreciate it, Judge.

THE COURT: Very good. All right, folks. Good to see you. I hope y'all get a home soon. Always good to have a home to go home to.

Thank you very much. Good to see you.

(Off the record at 11:29 a.m. on May 25th, 2023.)

COURT REPORTER'S CERTIFICATE

I DO HEREBY CERTIFY THAT THE TESTIMONY CONTAINED IN SAID HEARING WAS, BY ME, REDUCED TO WRITING IN THE PRESENCE OF SAID WITNESS BY MEANS OF A COMPUTERIZED TRANSCRIPTION. THE SAID HEARING IS A TRUE AND ACCURATE TRANSCRIPT OF THE WHOLE OF THE TESTIMONY GIVEN BY SAID WITNESS, AS AFORESAID.

I DO FURTHER CERTIFY THAT I AM NOT CONNECTED BY BLOOD OR MARRIAGE WITH ANY OF THE PARTIES OR THEIR ATTORNEYS OR AGENTS, AND THAT I AM NOT AN EMPLOYEE OF EITHER OF THEM, NOR INTERESTED DIRECTLY OR INDIRECTLY IN THE MATTER OF CONTROVERSY EITHER AS COUNSEL, ATTORNEY, AGENT, OR OTHERWISE.

SIGNED THIS THE 21st DAY OF JUNE 2023.

Josie Boehm
_____

JOSIE ALLEN BOEHM

My Commission Expires 10/18/32

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

COURT OF COMMON PLEAS
FOR THE 9th JUDICIAL
CIRCUIT
Case no. 2021CP102829
2021CP102831
2021CP102833
2021CP102837
2021CP102838
2021CP102840
2021CP102844
2021CP102902
2021CP103012

RALPH DAWKINS, MARCEL FRANQUELIN,
MICHAEL MARTIN, LOUIS GLAVINOS,
DANIEL O'GRADY, CHRISTOPHER RAYBON,
MORRIS WHITE, PAUL BANKER, PATRICK DALY,

Plaintiffs,

-against-

EASTWOOD HOMES OF COLUMBIA, LLC., et al,

Defendants.

Motion to Dismiss/Summary Judgment

DATE: February 2, 2022

TIME: 2:31 p.m.

HON.: R. MARKLEY DENNIS, JR.

Natalie A. Williams
Court Reporter II-Circuit Court
South Carolina Judicial Branch
(914)610-8863
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THE COURT: Thank you all for briefs. And I assume we'd be able to -- briefs are all filed in every case, but it's the same issue for each one, as I've seen. Let me state for ya'll -- I think your brief is 135 pages, I think there's an issue of fact somewhere. Excuse me for doing this, but when you've done it a while you just get down to the point. There's so much that needs to be resolved here for obvious -- I assume some of these people here are plaintiffs here?

MR. APPEL: Yes, Your Honor. I have several of my clients here.

THE COURT: And your clients are in a situation where they're doing something and they need to have something resolved. The quickest way to resolve it -- what's the quickest way to get a decision and what's the decision have to be? To me it all boils down to one sentence; if for any reason a bona fide dispute should arise between the buyer and seller and the seller's sole judgment, prior to closing, then that -- doesn't that take care of the

whole case? If I find that they contractually had the right to say no and go forward, doesn't that end it?

MR. BRADLEY: Yes, sir, I think so, Judge.

THE COURT: I think it does. What's the quickest way to get an opinion that you can rely on? Well, I've looked at -- I thought about that. Granting summary judgments would be fine except for one thing, what I learned in my career, I'll give you an example.

I tried a case in Fairfield and we fought for three days, and the defense counsel made all sorts of motions and I ruled on them and she didn't like lot of my rulings, and I'm sure the others didn't. Anyway, you got a good verdict and they appealed it. They reversed it. And there were two judges, Judge Short denied the motion to change venue. They said venue should have been in Clarendon County, we're just going to send you the Clarendon. Didn't bother to address any of the issues that were raised at trial.

So, how does that help or guide anybody? And that's been my feeling all along. What's the best way to frame the issue? My feeling is this, what concerns me, I can frame that by granting it across the board, grant yours and yours, except for one thing. To me one of your causes of action, I believe, is what needs to be done. I think it's a declaratory judgment because you can screw in a contract. And you've got provisions, is it unconscionable for this provision? I know you don't think so.

MR. BRADLEY: If you're asking me that question, I know the answer, Judge. I just didn't want to interrupt you.

THE COURT: No, no. The answer -- I mean, is there a decision where that's been specifically addressed?

MR. BRADLEY: Yes, sir.

THE COURT: It has?

MR. BRADLEY: Yes, sir. I have it right here whenever you're ready.

THE COURT: Well, does that not frame the issue for you?

MR. APPEL: Your Honor, I certainly agree that paragraph 26 in the contract is the language that's at issue here. We just think that there are questions of fact that run throughout this.

THE COURT: I don't quarrel with your assessment about questions of fact. It's replete with questions of fact, except for one. We know that construing a contract is a legal decision. I mean, I believe that to be correct. It's not a matter for a jury to construe the contract. The question then becomes, does that end the action? Because they have said, as I've read everything, they have followed the contract to the level.

MR. APPEL: Respectfully, Your Honor, we dispute a little bit of that.

THE COURT: All right. What do you specifically dispute so far as their following the contract?

MR. APPEL: Yes, sir. So, there has been a lot of discussion about how Eastwood Homes has terminated the contract pursuant to paragraph 26. But all we have

in the record, Your Honor, that evidences this quote termination, is this mutual release document that Eastwood sent to each of our clients. And we would take position that this document, which is Exhibit 2 to our briefs, is not a termination. It's a settlement agreement.

THE COURT: Well, let me ask you just to play the devil's advocate. Let's say okay we go forward and then they turn around and say we terminate the contract pursuant to this provision. Then where are we?

MR. APPEL: Well, then we're back into all the questions of fact that run through paragraph 26.

THE COURT: Again, and I appreciate that. I guess my point is this; the quickest way to get a decision for your people -- and one thing I learned early on, I learned it from being a lawyer and I also learned it from being a judge, nobody likes to get reversed.

I learned it's sort of -- what Bob Anness used to say, when I was a lawyer I

used to get upset about that thinking how presumptuous it was, and how rude it was and just insensitive it was. But every year a trial lawyer he'd get up and he would tell the same story. He'd say, yeah, I used to worry about getting reversed until I got reversed and then my check came in and it was for the same amount. And that's pretty callous, but what he's talking about is this. He made a decision.

We can say no. We know if I deny summary judgment, we know what's going to happen, it's got to be tried, because it's not appealable. Then we go through all the expense, the heartache, the burden of trying this case. And it goes up and Supreme Court says, you know what Judge Dennis? You were wrong, you should have grant summary judgment. Well, how much time, money and heartache has been spent to get that? To me, call it coping out, call it what you want, but I think that's the best way to get this case postured, because of what you just said. I'm not arguing with you. I agree with you.

I think there are tons of issues of fact, if it goes to a breach of contract. The question is, do they have the absolute right under that paragraph to do what they're doing? Now, how they did it, well, I mean, I understand it's not technically -- it is technically in summary frame maybe could have done a little better job of framing that, but you don't need my opinion on that.

MR. BRADLEY: Judge, we sent the money back as it calls for in the contract.

THE COURT: So, you've complied fully?

MR. BRADLEY: We sent the liquidated damages and the deposits, we sent them back.

THE COURT: The facts are you've honored the contract in every respect?

MR. BRADLEY: Yes, sir.

THE COURT: Except for the specific -- what you alluded to?

MR. BRADLEY: They sent a release with the checks.

THE COURT: I understand.

MR. BRADLEY: I think that's what he's talking about. I didn't mean to cut Mr. Appel off.

THE COURT: But the release -- I mean, if you just sent checks obviously the release would be -- and I get your point, if I release you then I can't sue you.

MR. APPEL: Right. And--

THE COURT: And I understand that one.

MR. APPEL: And it was unclear to us and our clients when we received these checks that that was part of the parcel of the settlement, things of that nature. But, Your Honor, the biggest issue for us is we don't believe paragraph 26 gives them the right to terminate the contract for any reason.

THE COURT: And I understand that. I sat there in my office playing the lawyer or trying to. You'll probably say well you ain't been a lawyer in 27 years and you probably ought to stay away from that. But the bottom line, I started reading about unconscionability, adhesion, all sorts of

things that the Court had talked about in these types of one sided contracts. But when I look at the contract I thought, you know, you signed it. It was there, you knew that was in there, you didn't object to it. Is it one sided? You bet it is, no question about it. But it's a contract. And if I'm construing it based on the law that would say that you have the right to determine what is legitimate, bona fide reviews basically it's legally proper to do that. And you have the right to do that, as what I understand.

Basically that to me frames it. Because obviously if Supreme Court says or Court of Appeals says, nope, you're wrong, Judge. Now aren't you in a better position? And it hadn't cost your clients the efforts of trial, the money and expenditures of trial. Because there is no question about it. If it goes to trial I wouldn't strike one of the causes of action you've added. No way. But if I grant summary judgment, then it's a moot issue. Because in order to get there, you've got

to get around, I think, their sole right to terminate the contract.

MR. APPEL: Right, Your Honor. But they still have to point to a bona fide dispute, even in their own judgment--

THE COURT: They said so, I think, in their argument they had.

MR. BRADLEY: It's in the affidavit, Judge.

THE COURT: I thought it was.

MR. BRADLEY: It has to do with the convenance--

THE COURT: I understand that. And I, personally, as a lawyer, I don't know that I agree with that. But the bottom line is I understand your point. But they get to determine it. You don't get to challenge it. That's the way I read this. It says, determine the seller's sole judgment. That means I don't have to get anybody's input.

MR. APPEL: Your Honor, we believe that when we're able to proceed to discovery and take depositions and get into what really happened here, we will be able

to establish that even in the seller's sole judgment there was no bona fide dispute. They sold six other homes.

THE COURT: Mr. Appel, I hear you, I understand what you're saying, I agree with that 100 percent. But you don't get to do that. They said, we have it. And so that to me, again, how do you get rid of that real quickly? What's the quickest way to get that where you want it? Because if the Court says, no, no, no, you don't get to determine that, that's a factual issue.

MR. APPEL: Right.

THE COURT: Bingo, you're there. How do I get there? Because I've got -- the problem that sole judgment part gives me the heartburn, gives me the problem. Because it's one sided, it's all sorts of things that say to me, that ain't fair. But it is what it is and it's plain language.

I mean, everything you've got, everything you have, all the affidavits that you put, the first place I think -- the first step would be to get, basically a

declaratory judgment declaring that the contract is what it is, it is as you say. But in that, my feeling is this, that prolongs it. Because if you then do that and a Court determines it, you know, I'm sure y'all tried to resolve this without getting to this point.

MR. APPEL: Yes, Your Honor. I mean our clients have always taken the position--

THE COURT: Has it been mediated?

MR. APPEL: No.

THE COURT: Why not?

MR. APPEL: They wont talk settlement with us. We tried and we proposed.

THE COURT: Let me ask you a silly question. Y'all don't want to save some expense too? And heartache of possibly coming back?

MR. BRADLEY: Judge, I'm not sure what you're asking me.

THE COURT: I'm asking you this, I'm about to do something here and I know what these folks are gonna do, because I

know what I'd do if I was siting there. I'd say you have my authority to appeal this to the highest court you can go, and I don't blame them a second, one second. In fact, I would probably want to say I agree with you. Except I'm called upon to do something that I have to -- took an oath to do, and that is construe this contract.

MR. BRADLEY: Yes, sir.

THE COURT: And I think then I put in my brain, I say, you know what's the best -- the least expensive way of getting to that point?

MR. BRADLEY: Yes, sir.

THE COURT: And that point is to take it straight up, because you don't have to go through a trial. You don't have the expense and burden of that. And you get the issue addressed. And that's why I want to frame it, I want to frame it so they have to say yay or nay.

MR. APPEL: I hear you. I understand where you're coming from.

THE COURT: Let me ask you this. Do you think y'all could talk about things

to possibly resolving this case before I issue a final order?

MR. APPEL: We would love that opportunity.

THE COURT: Why don't ya'll see what you can do? Because there's an expense factor for you too.

MR. BRADLEY: Yes, Judge.

THE COURT: You don't want to do that?

MR. BRADLEY: No, I'm not saying that. We just aren't in the posture to do it yet. And as I understand it, the lawsuit came to me after it was filed and my client had already tried to resolve this with the people before the lawsuit was filed. So, I haven't had any more discussions about that.

THE COURT: Well, I appreciate that. But you know something? Your client -- I'm sure they're happy to have you as counsel.

MR. BRADLEY: Yes, sir.

THE COURT: My son is an in-house counsel, he was a lawyer for a while but he

does in-house work now. And it's a nice little situation, you think about a lot of things but you don't have to think about all the things we have to think about in this venue. So, we talk about that from time-to-time.

But anyway, I don't think -- I mean, I think you have a record here to put to the Court, because -- I'll restate it. Every filing that's been made in connection with these motions is a part of this record. And you're entitled to rely on the position you've taken, verbatim, in each one without anything further. That should protect on both sides from the standpoint of review. And that's the quickest way of getting that issue resolved. Now, it would be just simply to frame it and let the Court say yay or nay to that.

I guess my -- the concern, and this is again y'all will correct me and please do. Suppose they say, no, Judge you shouldn't have done that, you should have had a declaratory judgment trial first, where you took the evidence, testimony,

concerning the paragraphs. And I thought about that. And that's one way of doing it, to deny it and -- but provided that it has to be a declaratory judgment action first to determine what that provision means.

MR. APPEL: And that sounds very reasonable, Your Honor, and if I just my very briefly throw a couple additional considerations on the table. I completely understand where you're coming from with respect to narrowing the issue down and to focus and getting that issue resolved. However, they're, you know, this is an active neighborhood that's being built right now.

THE COURT: I know it is.

MR. APPEL: It takes five, six, seven years to get to the Supreme Court. And I think a quicker resolution through what you just outlined--

THE COURT: Except for one thing, and there in -- I hear that and I understand that, that's one of the things I thought about. If I'm sitting where they

are, they need this thing resolved, period. So do they. I mean seriously, it all has contingencies.

Again, the declaratory judgment would take a while to get that set for trial but we can move it up because it's obviously, you're going to have to -- if not a jury issue it's going to be a Court issue. I mean you're entitled to a jury for declaratory judgment but I honestly can't see where that is even up and down as to whether it is enforceable.

MR. BRADLEY: Judge, I don't mean to interrupt you.

THE COURT: No, you're not interrupting. Please, interrupt me.

MR. BRADLEY: I had just a suggestion. Perhaps I'll tell my client they need to sit down and mediate this and go over all the concerns that you mentioned. I think it would be easier if we could get a ruling and then we can mediate it and they can file the appeal.

THE COURT: That's fine. And I'll put some meat on the table for you. I'm

going to deny the motion as it pertains -- I'm going to continue the motion for summary judgment they filed, until we have a declaratory judgment, where the Court considers the contract, makes a determination. And I think that's important for the determination. Because frankly, once the Court determines that, if it's up then that changes the complexion, if it's down that changes the complexion. But at least we covered the base of any possible way that they can circumvent the ruling that the contract is specifically enforceable as is. So, if you'll prepare the order to that affect then that will frame it for you. So, I'm denying your motion right now.

MR. BRADLEY: Would you like me to prepare an order, Judge?

THE COURT: You can. If ya'll prepare the order, share it with each other and give it to me once we've agreed upon it. If we have to have any further -- I'll be happy to meet with y'all zoom wise or any way you want to do it.

MR. BRADLEY: Are you going to schedule a declaratory judgment in front of you?

THE COURT: I can -- but the docket coordinator -- probably you need to go ahead and put it in your order. We need to have it and have it as being what's the term that says jump ahead of the class on nonjury matters. It needs urgent attention.

MR. BRADLEY: And should it be in front of you, Judge?

THE COURT: I'd love for it to be in front of me, but I can't tell you when. It's an interesting case, fascinating case, but I can't retain jurisdiction.

MR. BRADLEY: Judge, I'm fine with that. I understand your ruling, I'll draft an order for your consideration.

THE COURT: Thank you. And thank you for your patience with me. I tell everybody, you get to this age you start thinking is there a better way to deal with some of this stuff? And I think it is. And I hope I'm working in the right way.

But I respect y'all and appreciate it.

MR. APPEL: Your Honor, just real briefly, we did have two other motions that we're here today on. I think one I assume we're going to be in agreement over, which is a motion to consolidate.

THE COURT: Well, I'll tell you, these cases need to be consolidated for one purpose, for all discovery. Everything is done so that you don't have to duplicate. Any depositions taken for one are good for all of them.

MR. APPEL: Yes.

THE COURT: And then I don't expect all to be tried, I mean there may be enough to say, no, you don't try them together. But consolidation for purposes of discovery on all pretrial matters.

MR. BRADLEY: I'll include that in the order, Judge.

THE COURT: If you would that would be good. What else?

MR. APPEL: And you should have seen the look on my paralegal's face when I asked her to file these briefs for nine

cases yesterday, so she thanks you. And the only other thing I'll say that we had a motion to dismiss their counterclaims--

THE COURT: Yeah, I'm not -- well, obviously if I grant summary judgment I assume you don't want to go forward on your counterclaim.

MR. BRADLEY: Yes, sir. I'll talk to my client, but my advice would be--

THE COURT: Because I'll tell you. First of all, until that contract is construed, they have a duty to file what's in there. I understand your point.

MR. BRADLEY: Yes, sir.

THE COURT: It could be a slander title, but they have a duty and responsibility to do that, and all of those things really change upon whether or not you can go. And if -- Mr. Appel, if necessary, if they construe the contract, I'll be happy we can put continue the motions for strike -- for your motion for summary judgment as to counterclaims, just keep that open and that way--

MR. APPEL: So, we'll just continue

that motion as well?

THE COURT: Yes. Continue that motion and that way that's there, but frankly, I think once you have this determination, I think everything else is going to fall into place.

MR. APPEL: Yeah. And just for the purposes of the record, I'm not one to file motion and dismiss in state court very frequently, I can count on one hand. There just happens to be this black and white case that says the filing of a list is absolutely privilege--

THE COURT: I'm not -- I would automatically do that. I'll tell you you'll win on that one, I just don't think they're going forward on that. But anyway.

MR. APPEL: Got it, yes, sir. Thank you so much.

THE COURT: Thank you.

MR. BRADLEY: Yes, sir, Judge. I'll draft an order for you to review.

THE COURT: Appreciate it.

(Time noted: 2:57 p.m.)

C E R T I F I C A T I O N

Certified to be a true and accurate transcript of the aforesaid proceeding.

Natalie A. Williams

IN THE COURT OF COMMON PLEAS
FOR THE STATE OF SOUTH CAROLINA
CHARLESTON COUNTY

DEPOSITION OF ALLEN NASON

PAUL A. BANKER and APRIL D. BANKER,

Case No. 2021-CP-10-2902

PATRICK K. DALY and BRENDA DALY,

Case No. 2021-CP-10-3012

RALPH DAWKINS and MICHELLE DAWKINS,

Case No. 2021-CP-10-2829

MARCEL FRANQUELIN and PATRICIA FRANQUELIN,

Case No. 2021-CP-10-2831

LOUIS GLAVINOS and KIMBERLY GLAVINOS,

Case No. 2021-CP-10-2837

MICHAEL A. MARTIN and ADRIANA S. IAQUINTO-MARTIN,

Case No. 2021-CP-10-2833

DANIEL J. O'GRADY and KAITLYN E. GRIGOLEIT,

Case No. 2021-CP-10-2838

CHRISTOPHER M. RAYBON and LASHONDA K. JONES RAYBON,

Case No. 2021-CP-10-2840

MORRIS K. WHITE and REBECCA A. WHITE,

Case No. 2021-CP-10-2844

Plaintiffs,

vs.

EASTWOOD HOMES OF COLUMBIA, LLC d/b/a EASTWOOD HOMES; EASTWOOD CONSTRUCTION PARTNERS, LLC f/k/a EASTWOOD CONSTRUCTION, LLC d/b/a EASTWOOD HOMES; EASTWOOD CONSTRUCTION, LLC,

Defendants.

DEPONENT: ALLEN NASON

DATE: May 18, 2022

TIME: 1:05 P.M.

LOCATION: VIA VIDEOCONFERENCE

REPORTED BY: PAULA MAXWELL
CLARK BOLEN
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Charleston, SC 29415
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A P P E A R A N C E S

(All appearances via videoconference)

ON BEHALF OF PLAINTIFFS:

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BY: ROSS A. APPEL
BY: MICHAEL COOPER
2036 eWall Street
Mount Pleasant, SC 29464

ON BEHALF OF DEFENDANTS:

MOORE TAYLOR LAW FIRM, P.A.
BY: JAMES EDWARD BRADLEY
P.O. Box 5709
West Columbia, SC 29171

ALSO PRESENT: Patrick and Brenda Daly, Michelle Dawkins, Marcel and Patricia Franquelin, Michael Martin, Adriana Iaquinto-Martin, Christopher Raybon, LaShonda Jones Raybon, Rebecca White,

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(Exhibits 5, 7, 11, 12, 13, 15, 16, 17, 19-23 were not identified.)

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ALLEN NASON,
having been first duly sworn, was examined and testified as follows:
EXAMINATION
BY MR. APPEL:
Q. All right. Mr. Nason, how are you doing today?
A. I'm doing well.
Q. Good deal. Before we get started, I wanted to cover some housekeeping matters. I hope we can get through this pretty quickly.
Have you ever had your deposition taken before?
A. I have.
Q. When was the last time you had your deposition taken, roughly?
A. Oh, last year sometime.
Q. Okay. So is it fair to say in the interest of moving through this process quickly, you're familiar with Rule 30(j) of the South Carolina Rules of Civil Procedure which outlines all the rules and instructions of taking a deposition?
A. I have, and I also listened to the instructions you gave Dion earlier, so those are

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all acceptable.
Q. Great. Great. So we can go ahead and move out of the housekeeping portion of today's program and just get right down to it.
What is your current position with Eastwood Homes?
A. I am vice president and general counsel.
Q. Okay. Now, are those two separate roles?
A. No. They're just -- that's just my title.
Q. Okay. How long have you been with Eastwood?
A. Since 2007, so over 15 years.
Q. Okay. And when you started with Eastwood in 2007, what was your title?
A. In-house corporate counsel and director of human resources.
Q. So is it fair to say that you've had the same job for the past 15 years at Eastwood, or have there been promotions along the way?
A. Oh, various promotions and expansions of responsibilities. So yeah, it's certainly evolved over the years.
Q. Understood. Okay. So as we sit here

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today, what are your roles and responsibilities as the vice president and general counsel of Eastwood?
A. Essentially to support all legal and legally related matters within all of the Eastwood Homes and affiliate organizations.
Q. Got it. Are you a shareholder of -- in Eastwood Homes?
A. I am not.
Q. Are you -- do you have membership interests in any of the various LLCs?
A. I do not.
Q. So you have no ownership interest in any Eastwood parent entity, affiliate, et cetera?
A. I do not.
Q. When did you first become involved in taking any action whatsoever with respect to Swygert's Landing, going all the way back to Phase 1?
A. I have -- I created the contracts for -- that pertain to Phases 1, 2, and 3, and then the raw land acquisition contract and exhibits for Phase 4, as well as everything that entails letters of intent, back-and-forth negotiations, et cetera.

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Q. Okay. So it's fair to say that you've been involved in Swygert's Landing from day one?
A. Correct.
Q. Okay. And it would also be fair to say that your role with respect to Swygert's Landing involved the real estate transaction components of the development?
A. In part.
Q. When you say in part, do you mean that you shared those responsibilities with outside counsel, closing attorneys, i.e., Weeks & Irvine?
A. So the way that I have it structured is the division president is over kind of all the local business matters, all like land acquisitions and what we call kind of corporate office oriented transactions.
I work with a team at our corporate office, including our CFO, our vice president of land, and kind of functions and roles kind of -- everybody shares certain functions and roles as it relates to land acquisition type functions, with the closing attorney ultimately being the responsible party for everything on the legal and title covenants and meeting all other requirements associated with recordations at the

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Register of Deeds office.
Q. Understood. So let's not talk about Swygert's Landing for a moment. Let's just talk in the general sense. When Eastwood is in the process of acquiring land, whether it be by lots or whether it be raw land, what are sort of the in-house legal functions that you participate in regarding those transactions?
A. Well, it obviously varies based upon the state. I'm over four state regions, and it also, you know, varies based upon who -- the seller, developer, owner, broker. Generally, just for a broad overview without getting into specific situations, I am typically involved with having a review of the letter of intent, discussing with divisions what their intentions are with regard to acquisition of property, drafting and negotiating the land acquisition contract, working through all lender subordination and related financing type business dealings, creation of -- or oversight of the creation of deeds of trust or mortgages to secure deposits. And, you know, any other review of, you know, relevant documents. But generally it's just kind of broad-based based on the particular property

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mix we're involved with.
Q. Got it. I'm going to go ahead and put up on the screen Plaintiffs' Exhibit 1.
(Exhibit No. 1 was identified.)
Q. Do you see that okay on your end?
A. I see half of it.
Q. Okay. I've got to --
(Discussion off the record.)
A. Can you back up one more because it's still not fully there?
Q. Oh, sure.
A. Yeah, that's fine. Right there.
Q. And the reason why I'm zooming in and out is to try and make it easier for you to see the documents on the screen.
Do you have copies of the exhibits in front of you today?
A. Well, I'm supposed to in the Dropbox, but the Dropbox just told me that the PDF files are supported, but something went wrong. So I'm going to have to rely on what you put on the screen.
Q. Okay, sounds good. As I'm doing the share screen functionality, let me know if you need me to zoom out, zoom in. Take as much time

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as you need to refresh yourself with these documents. I'm not trying to ambush you or anything like that. Okay?
A. You're good.
Q. All right. So Plaintiffs' Exhibit 1, do you recognize this document?
A. I do.
Q. Okay. This is the mutual release and revocation document that was sent to each of the plaintiffs in this case. Is that your understanding?
A. It is.
Q. And would you agree with me that this document was in substantially similar form as transmitted by Eastwood to each of the plaintiffs in this case?
A. Correct. With the only changes obviously being in the blanks that are on the top and middle of the forms.
Q. Correct. And the language -- let's call it the second paragraph of the mutual release document that I've got highlighted on the screen. This is the underlined text.
Would you agree with me that that text is the same in all of the mutual release

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documents that went out to the plaintiffs in this case?
A. Correct. And if you scroll down, there's another section also where it says, It is further agreed that Eastwood will offer buyer a right of first offer to recontract on the property. All of that was in conversations with Dion and Dion talking with customers. All of that was requested, so that was also included standard in each one of them.
Q. Understood. And when you said that language was requested, requested by who?
A. Dion.
Q. What specifically did Dion request?
A. Basically that after the fourth phase of Swygert's was fixed and resolved to the satisfaction of Derek Dean in the Phase 1, 2, and 3 of Swygert's Landing homeowners' association, that he wanted to go back to each one of these buyers to discuss recontracting.
In other words, he wanted to give them, once everything was fixed, the right to purchase the property without anybody else having that option other than those individuals. And he did that as -- what he informed me was he thought

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that was a very fair thing to do given the situation, so I added that language as a result.
Q. Understood. And as part of that proposal from Dion, this recontracting at a later date concept, would Eastwood have honored the original contract price negotiated with each of the plaintiffs in this case?
A. I would have no idea.
Q. Okay. Who would be the best suited at Eastwood to answer that question?
A. No one would.
Q. So is that issue just kind of left open in this mutual release document, the issue of price?
A. I mean, I think a lot of -- a number of issues were left open. For example, it may very well be if -- there may be some additional consideration that may have needed to be applied from Phase 4 to Phases 1, 2, and 3 that may have also kind of folded into that. You know, we just would never have known unless this issue was fixed what those -- you know, what those additional terms, if any, might be.
Q. Okay. All right. Let's go back up to the underlined portion in the second paragraph,

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the mutual release. I believe Dion testified that you wrote that. Is that accurate?
A. That is.
Q. Okay. So I just wanted to ask you a couple questions about some of this language here. And I'm zooming in on this just for your benefit so we can follow along here.
Does that all look clear?
A. It does.
Q. Okay. So let's look at the first sentence here in the second paragraph. It talks about how Phase 4 was erroneously left out of the covenants by the preceding owner's legal error.
Do you see that?
A. I do.
Q. Okay. Is it your testimony, as you sit here today, that the preceding owner is responsible for not incorporating Phase 4 into the HOA?
A. That is correct.
Q. And is it your testimony today that CAM Management, LLC, who's the preceding owner, was at fault here in failing to put Phase 4 into the association?
A. Correct, as a misrepresentation, yes,

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that's right.
Q. Interesting. Okay. So you just used the word misrepresentation. Can you highlight what representation you were referring to when you said that CAM Management, LLC, committed that misrepresentation?
A. Sure. If you'll go to the Phase 4 land contract, Exhibit D, it's one of your exhibits. If you pull that up, I'll show you exactly where it is.
Q. All right. I'm going ahead and introducing Plaintiffs' Exhibit 6, which is the Phase 4 contract.
(Exhibit No. 6 was identified.)
Q. Before I zoom down, Mr. Nason, will you confirm for me that this is indeed the Phase 4 contract?
A. Yes, it is.
Q. All right. So I'm zooming down to Exhibit D, which is a document titled, Assignment of Declarant Rights. Do you see that on the screen?
A. I do.
Q. Is that the document that you were referring to that contains the misrepresentation

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from CAM Management?
A. Scroll down to the next page after it. You'll note there that it's signed, okay?
Q. Okay.
A. Scroll up. If you look at what it says, they signed this document, Assignor is declarant of the Swygert's -- third paragraph -- is Declarant of the Swygert's Landing Phase 4 pursuant to the Declaration of Covenants recorded at book blank at book [sic] blank of Charleston County registry. And also next paragraph says the same thing.
The way this transfer and assignment of declarant rights works is in order for them to be declarant of the Swygert's Landing Subdivision Phase 4, they have to record what's called a supplemental declaration, which they signed here indicating they had done that when, in fact, it turns out they had not. So there, they falsely represented that they were the declarant for Swygert's Landing Phase 4 and that they were assigning those declarant rights to my client, which was a second misrepresentation.
So there are two misrepresentations based upon this exhibit. This exhibit was

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drafted to avoid the very issue we're here discussing today.
Q. Okay.
A. Let me put it differently. Because here, CAM never required a supplemental declaration for Phase 4, they never then became the declarant of Phase 4 legally, which means if they were never the declarant, then they cannot therefore transfer and assign declarant rights to my client, and my client cannot receive rights that CAM Management did not have or was not authorized to convey.
Q. Okay. So it's your testimony that CAM Management only becomes the declarant once a supplemental declaration is filed with respect to Phase 4?
A. Correct. Because the supplemental declaration is a legal instrument that brings Phase 4 into the Phase 1, 2, and 3 declaration that was already in place and in full force and effect.
Q. Okay. Understood. Let me ask you this. Under Exhibit C, General Assignment as part of the contract, you would agree with me that CAM Management assigned all of the rights it had with

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respect to the property and any other rights they had regarding Swygert's Landing to Eastwood, correct?
A. No. That's nowhere near correct.
Q. Okay. Educate me on this general assignment, please.
A. Yeah. This contract is for Phase 4. When CAM Management -- they may have owned the property, but because they never recorded a supplemental declaration, that meant that they legally had not ever asserted and become declarant through an instrument recorded with the Register of Deeds office. Because of that, neither the general assignment nor the assignment of declarant rights that we just looked at in Exhibit B could assign declarant rights.
Their failure to record a supplemental declaration meant that they essentially lost -- because they had no property, they lost the declarant rights they once had. So there was no assignment provision within this contract that would cure something that was uncurable when they failed to do that.
I've been doing this for 20 years, and this is the kind of thing that drives me crazy

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because this was a sophisticated party that had done it already in earlier phases, and they should never have signed that Exhibit D representing that they had, in fact, declarant rights when they did not as to Phase 4.
Q. Okay. What do you make of the fact that on Exhibit D, the Assignment of Declarant Rights, there's no book and page reference in either the third paragraph or the fourth paragraph referring to the supplemental declaration? In other words, isn't this an indication to Eastwood at the time of contracting that those documents had not yet been filed?
A. No, not at all. And when you have almost any document, call it a mortgage, a deed of trust, or whatever, there are always blanks where, generally speaking, a seller would not know the book and page. Only the closing attorney would know that.
So what normally happens is the closing attorney would fill in that book and page information based upon them double-checking to make sure that that was, in fact, done so that then the transfer and assignment of declarant rights, which is a separate instrument, would

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then be recorded after -- after the supplemental declaration for Phase 4. So it would have been a two-step process that should have happened.
Q. So just so I'm clear, the process would have been essentially that the Phase 4 declaration would have been filed incident to closing?
A. The supplemental declaration.
Q. Supplemental declaration. So the document that -- you know, during Dion's deposition, we looked at the supplemental declaration for Phase 2 and Phase 3.
A. Correct.
Q. So the sequencing of that, that document's time in the sequence is to be filed right before closing or -- when is that supposed to be filed?
A. To be honest, it could be filed any time before closing but before an assignment of declarant's rights is recorded because if you -- for example, if you record in a transfer and assignment of declarant rights to Phase 4 but CAM never became the declarant in Phase 4 because it never filed the supplemental declaration, then you are not transferring and assigning any

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declarant rights because CAM Management would have lost its declarant rights by not having filed that supplemental declaration, which is what happened here.

Q. Oh, I see. So the supplemental declaration has to be filed before the Phase 4 contract is executed because otherwise --

A. Well, not the contract. The actual closing is done.

Q. Closing.

A. There's nothing between contracting and closing that would prevent them from bringing in Phase 4. I mean, they could have done it the day after we contracted or right at closing before the transfer and assignment of declarant rights was recorded at the courthouse.

But if you do what happened here, which is you don't do that, then you're representing that you're somehow passing on the declarant rights to Phase 4 is false, which is what happened here.

Q. Okay. Let me pull up Plaintiffs' Exhibit 4.

(Exhibit No. 4 was identified.)

Q. This is the supplemental declaration for

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Phase 2; is that correct?

A. It is.

Q. All right. And in the first paragraph here, CAM Management, LLC, is referred to as the developer. Do you see that?

A. Correct.

Q. All right. I'm just going to take a quick little peruse through this document.

A. Developer and declarant are used interchangeably, just so you know.

Q. That's where I was getting to. So it's your testimony that the term declarant and the term developer are synonymous?

A. They are.

Q. And they have no legal distinction between them?

A. I haven't really ever delved that far in to know and I haven't looked at it in this instance, but it's used rather loosely in the industry, is if you're the developer, you're automatically the declarant. There are times, however, when that is not the case. For example, Eastwood does it.

I, generally speaking, will have a separate entity be the declarant, separate and

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apart for doing the subdevelopment. But normally the developer is the declarant, and here, the covenants and who the developer were matched. So the declarant -- the developer and the declarant were the same.

Q. Okay. I've got Plaintiffs' Exhibit 3 on the screen.

(Exhibit No. 3 was identified.)

Q. These are the original Declaration of Covenants, Conditions and Restrictions for Swygert's Landing; is that correct?

A. Appears to be.

Q. Okay. I just did a control F of this document, and you can see it up here in the top corner of the screen. I just typed in the word declarant. Do you see that?

A. I do.

Q. I'm going to hit enter now. And it says Acrobat has finished searching the document, no matches were found. That leads me to believe that the word declarant does not appear in the Declaration of Covenants, Conditions and Restrictions.

Are you aware of any reference to the word declarant in this document?

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A. Yes. When they use the word developer, they are using that term as the term declarant.

Q. So let's look at Article I, Section 8 of the covenants. Do you see that on the screen?

A. I do.

Q. All right. This is the definition of developer as used in this document, correct?

A. That is correct.

Q. And it refers to -- I'll just read it. It says, Developer shall mean and refer to CAM Management, LLC, as well as its successor and assigns, if developer shall make an express conveyance of its rights as developer hereunder to such successor or assign.

Do you see that?

A. I do.

Q. So you'd agree with me that the definition of developer in this document does not refer to -- first off, it doesn't refer to a declarant, correct?

A. It does.

Q. Is the word declarant in that definition?

A. It's not, but it doesn't have to be there. The language that says rights as

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developer hereunder means it's declarant rights.
Q. Well, so what I understood your testimony to be earlier was that the only way for a party to become a declarant is by virtue of a supplemental declaration filed with respect to a piece of property; is that correct?
A. That is. Well, that's the way that I'm most used to seeing it, yes.
Q. Understood. And I'll agree with you that that's often how it works in other transactions that I've encountered over the years. I'll acknowledge that in the abstract.
But here, looking at the covenants, conditions, and restrictions for Swygert's Landing, in this particular instance, developer is defined just to mean CAM Management, LLC, and its successors and assigns, right?
A. In part, yes.
Q. And so when we zoom back to the Phase 4 contract -- put aside Exhibit D, Assignment of Declarant Rights. Let's just talk about the general assignment of just -- you know, CAM is just assigning the property and everything else that comes with it to Eastwood Homes.
Wouldn't you agree with me that Eastwood

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Homes, by virtue of the Phase 4 contract, became the developer as the term developer is used in the original CC & Rs because it was CAM Management's successor and assign?
A. No.
Q. And why is that the case?
A. Because if you look back at the language I just talked about in the declaration of covenants under developer, what that language says that I highlighted --
Q. Right here?
A. Yeah, rights -- express conveyance of its rights as developer hereunder. Hereunder is referenced to covenants. Any -- so it's a bundle of sticks, kind of like when you were back in law school. There are certain bundle of sticks that the developer has, like development rights, right, where they go ahead and they have the right to use the property and get authorizations from the municipality.
When a developer is making conveyance of its rights as a developer under a set of covenants, that converts them to a declarant. So they are a declarant. They may use the word developer here shorthand for it, but they're a

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declarant because they're actually laying out and setting forth the rights they have under a set of -- under a declaration. So the reason it's called a declaration is because the party that sets forth the rights is called the declarant.
So I think you're getting stuck on the term developer somehow not being the declarant. That's not accurate.
Q. So is it your testimony today that after Eastwood closed on Phase 4 in June of 2016, Eastwood did not have the authority to unilaterally file a declaration for Phase 4 to incorporate Phase 4 into the Swygert's Landing HOA?
A. At what time period? Are you talking directly at the closing?
Q. Like --
A. It did not happen, I guess. I don't know what I'd be answering.
Q. Well, right. Could Eastwood have just filed a document identical to Exhibit 5?
A. No.
Q. Okay.
A. No.
Q. And the reason for that is -- I'm just

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trying to understand your testimony.
A. Yeah, what I explained before. If you look at the Exhibit D that I walked you through, in order for CAM Management to have declarant rights to pass to my client under the declaration of covenants, they would have had to have filed a supplemental declaration which carry their declarant rights from Phases 1, 2, and 3 into Phase 4. That did not happen.
And so when Phase 4 closed without that having being done, their declarant rights extinguish because they own no more property. They had no more declarant rights. So even if we went back after closing, there's no way to resuscitate the declarant rights that were actually never passed legally.
So that means you go back and you have to do perhaps a variety of different approaches to fix that issue, but it was not something that could have been completed or accomplished after closing.
Q. Understood. So just so I'm clear, given the way that this transaction went down, post closing, CAM Management didn't retain the declarant rights due to failure to convey them;

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they were extinguished, as you put it?
A. Well, because they failed to file the supplemental declaration for Phase 4 successfully, they never were able to pass the declarant rights pursuant to this transfer and assignment of declarant rights, and therefore, when that -- when that closed to Eastwood, without that Phase 4 supplemental declaration having been recorded, at that juncture, those declarant rights extinguish, correct.
Q. Okay. Okay. And so let's look at paragraph 7 of the Phase 4 contract. Do you see that?
A. Sure.
Q. And that's where this -- there's language in here referring to the property being sold in an as is, where is, and with faults condition. Do you see that?
A. Correct.
Q. Is it your testimony that this language in paragraph 7 of the contract does not immunize CAM Management from the misrepresentation, as you put it?
A. I don't believe it does. I believe it's fairly gray. I also believe that the closing

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attorney committed malpractice -- I've told him that -- in not having managed this Phase 4 closing appropriately. So it's a little gray to me exactly where you apportion that liability.
Q. You would agree with me that paragraph 3 of the contract entitled, Seller's Representations and Warranties, includes a list of very specific representations that the seller is making regarding this transaction, correct?
A. Scroll down a little bit.
Q. Sure.
A. Keep on scrolling. Yeah, there are other warranties or reps throughout the contract, but, yes, that is correct as to that section.
Q. Okay. Let's look through each of these subparts of paragraph 3 closely. I want you to take all the time you need to review each of these subparts.
A. Yeah.
Q. Tell me to scroll down when you're finished with this section.
A. Oh, I'm good. You can ask whatever you want to ask.
Q. Okay. So I've looked at these and I don't see any specific seller representation

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regarding Phase 4, declarant rights, or anything like that.
A. It's A. Look at that. Seller has the corporate authority necessary to enter into this contract and comply with seller's obligations hereunder.
Well, the obligations was in Exhibit B, like I just reviewed with you a few minutes ago, where they had to take certain actions to pass declarant rights. They failed to comply with the seller obligations, so therefore, they failed in their warranty and representation.
Q. Okay. Did you or anybody else at Eastwood that you're aware of have an opportunity to review all of these documents prior to closing?
A. When you say all of these documents, to what are you referring?
Q. Fair enough. The contracts for Phase 4?
A. I drafted that, so yes, I'm familiar. Negotiated that with CAM's counsel, so I'm very familiar with that one.
Q. Okay. Who was CAM Management, LLC's, counsel? Was it John Bleecker?
A. I can't recall.

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Q. Was it a really older gentleman?
A. I really can't recall.
Q. Okay. I hope John doesn't read this transcript. He might. I didn't mean to refer to him as very old.
A. Is he in your firm?
Q. No. I just -- it's a small world. His daughter formerly held the city council seat that I hold right now in the City of Charleston. Anne Frances Bleecker. It's a small world.
All right. So let me ask you this, Allen. Did you have an opportunity to review the title work associated with the Phase 4 closing prior to closing?
A. We did not review the title work. That's a closing attorney requirement under our senior secured credit facility, so they're responsible for that as well as the issuance of title work and all of those related functions.
Q. Got it. Got it. And so you mentioned a minute ago you believe Weeks & Irvine committed malpractice; is that correct?
A. That is correct.
Q. And can you please specify your grounds for taking that position?

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A. Well, you know, I don't have any grounds. I've filed nothing. You know, there are no -- no complaint or anything else that's been made. I have brought in another law firm into the Charleston market that has been essentially doing all of the new communities as we're transitioning away from that firm.

I will just say that it's not customary to have an abstract, like what you showed Dion earlier in his deposition, to have it highlight, you know, the Phase 4 issues several times and did not have that checked at that closing. I've never had that happen. I've done over a thousand of these types of deals.

Every -- maybe once every five years a situation like this will arise, but we never saw -- and again, let's say that this mistake was made and you get to the first closing, right? They're supposed to go back and kind of recheck everything for that first closing to make sure, yes, everything's in place.

When they get the lender certifications in that says what the dues are and the cap fees, when they fill that out and say that this homeowner in Phase 4 is buying subject to, you

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know, these assessments and cap fees and whatever else. The fact that they filled that out, it got collected on the settlement statement called the CD, the closing disclosure, and then money sent back to Phase 1, 2, 3. I mean, the sheer number of times -- that happened at least ten times.

The fact that that by itself was never caught was just a compounding error upon an error upon an error, and I think, just as a lawyer, I'm not used to seeing this, and I'll just leave it at that.

Q. Understood. So what I'm hearing you say there is perhaps it's one thing to miss the failure to file a Phase 4 declaration at closing when Eastwood is taking the raw land, but the existence of the Phase 4 declaration would also need to be checked each time a lot was sold in Eastwood --

A. Correct.

Q. -- in Phase 4, correct?

A. Correct. And I'm really -- I'm really -- and I have been. I'm really angry about this. You don't see these kind of errors. I'm not used to seeing these kind of errors at this level. To me, it's astounding.

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Q. Okay. And just bear with me here. I'm just trying to create this record to make sure we're linking up all the documents here.

A. Sure. By the way, I've told them this. I've told Weeks law firm that this is how I feel. I've not -- you know, not told them that. I've told them. So they're aware.

Q. Understood. So Plaintiffs' Exhibit Number 10, this is that title abstract that I showed earlier today.

(Exhibit No. 10 was identified.)

A. Yep.

Q. This language down here under Restrictions where it says, None, Phase 4, and two question marks, that's what you're referring to?

A. Not just that, but -- yes, that's one component, but there's other components that I looked at that are just unmistakable that you don't miss as a closing attorney. As a law firm that does this work, you don't miss it. If you scroll down, I'll show you another one.

Q. Oh, sure. By all means.

A. Go down to covenants, restriction, declaration in the middle. You see where it says

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O331-714, DEC1 Phase 2A, and then 043- -- exactly -- 0438-625, Phase 2B, those are all supplemental declarations. That's how those are done. The fact that there's not anything here showing that, you know, there's a fourth -- there's a supplemental declaration for the fourth phase, to me, automatically looking at this -- because the contract states specifically that they had it as Phase 4. You don't miss that.

Q. Right.

A. So multiple places you do not miss and they did.

Q. Right. And it appears the title abstractor didn't miss it.

A. Correct. The title abstractor did not miss it.

Q. So the title abstractor did a better job here than Weeks & Irvine did, correct?

A. Without question.

Q. Okay. Now, let me ask you this, Allen. Why have you not made a formal demand on behalf of Eastwood or filed a malpractice lawsuit against Weeks & Irvine over this matter?

A. I wanted to see how this kind of mapped out. You know, I don't really at this point know

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if I have any damages or not here. So this matter will have to conclude, and I'll make a determination whether or not that is appropriate at the time. Lawyers don't like to sue lawyers, so I, you know, generally, you know, refrain.

But I will tell you that we have severely limited our use of this firm, and we have taken them completely out of the equation for doing all new community work, so I have every assurance this mistake is not going to happen again.

Q. Understood. I'm going to put up Plaintiffs' Exhibit Number 8 here for a moment.

(Exhibit No. 8 was identified.)

Q. This is the standard closing acknowledgment document I talked to Dion about earlier today.

A. Correct.

Q. There's this language up here at the top, the first paragraph, that talks about the buyer having the opportunity to review the covenants and all of these other kinds of things.

In your discussions with Weeks & Irvine, is it your understanding that they're going to use this language as a defense in this case

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against Eastwood basically saying, look, Eastwood is a sophisticated outfit, they should have known, they closed anyways?

A. You know, I don't know what they're going to do. If I were them, they could try that. I think they would fail, but they could certainly try that.

Q. Let me ask you about this e-mail here. This is Plaintiffs' Exhibit 9.

(Exhibit No. 9 was identified.)

Q. This came in the subpoena production from Weeks & Irvine that we served. Have you reviewed this e-mail? It's titled Rush at the top.

A. Yeah, I -- I just saw it as part of reviewing the documents that you sent in advance. I had not seen that before. We don't get a copy of their closing file ever, and so these are documents we weren't copied on. So I didn't review that until just preparing for today's deposition. I had never seen this before.

Q. Understood. Do you have any idea as to why the word rush is being used in the subject line here?

A. I don't.

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Q. Could it -- I know we're kind of speculating here, but you're talking about failure to check things incident to closing, the word rush is appearing in e-mails.

Based on your understanding and read of these dynamics, do you think that what happened here, the malpractice here, as you put it, was the result of a rush on the part of Weeks & Irvine?

A. You know, I don't -- I don't know enough about what their attorney was doing at that point in time. I know that what happens typically is title work goes to the title insurance company as part of a commitment process where there would be potentially another level of review of that title work. But, again, I don't have any information about whether that was done here or not. I simply don't have enough information to make any conclusion about that.

Q. Got it. Let me ask you this. Have you seen this title abstract before I sent over these documents the other day?

A. I have not. And I actually asked for this a while back from Michael Shumaker, and I never received it from him, so I was thankful to

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have been able to review this.

Q. How does it make you feel that a plaintiff's attorney in this case got this document before you did?

A. Well, I haven't been very happy about the situation to begin with. But at the same time, I know what our requirements are, and I know that we have to fix this, and eventually it will get fixed hopefully. I can only try to fix things. I can't really go back in the past and undo this. If there was a way for me to undo it, I would certainly have -- love the opportunity to do that.

I will say that I haven't seen this issue before. I did ask to look at the deeds, and one thing I found particularly irregular is that every deed that Eastwood uses has a reference to -- that basically the deed is taken subject to covenants and restrictions.

And here, the deeds, they removed that language from these Phase 4 deeds, which to me seems absolutely insane because to actually remove that language means that you had to have known -- somebody had to have known at their firm that there was actually no Phase 4 HOA, and they

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were selling -- you know, closing ten homes where they weren't including that reference back to the declaration of covenants.

So I mean, when I kind of looked into this, I was hoping that the deed went ahead and made reference to, you know, each deed being subject to Phase 1, 2, and 3, because potentially there could have been some avenues by which the title insurer could have helped resolve this issue or fix this issue. But even that wasn't there here, which I found to be incredibly irregular based upon what I normally see.

Q. I'll represent to you, you've seen far more deeds in your life than I'm sure I have. But I mean, it's common when you see a deed that there's the boilerplate language subject to all easements, covenants, et cetera, of record. And so you're saying that that language is missing from the deeds of the lots that were sold in Phase 4?

A. Correct.

Q. Okay. Because I'm assuming, again, from Eastwood's perspective, if there was that language in those deeds for the ten or so buyers that did close, you could make some sort of like

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equitable argument down the road, you know -- if let's say, you know, you, Derek Dean, maybe us if we're able to, you know, collaborate on some of this stuff to fix the problem, if that's unsuccessful, there's this equitable claim, like, look, everybody realizes this was supposed to be Phase 4, there were just some documents that were mishandled. But without that language, it would allow one of those ten homebuyers to say, whoa whoa, whoa, we didn't buy subject to any covenants and restrictions.

Is that what this makes this so --

A. Yeah, that's what they -- this is -- exactly. This actually is really almost -- I mean, a comedy of errors is not an appropriate enough of a description about what's happened here. And when I delved into this -- and even more for this deposition, having looked at the abstract and things, it strikes me that the situation is, in my career, the worst I've ever seen with a situation involving declaration of covenants.

There is no argument that Eastwood has -- it doesn't have any declarant rights because none got passed here. None of the deeds

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were taken to subject Phase 1, 2, or 3 restrictions. None of the customers that were sold houses where it was represented that there were covenants and restrictions just by virtue of the plat that was filed.

Every single one of those homeowners is now stuck with having to maintain private roads, have no access to the amenity. They have no insurance for the common areas. If somebody falls and hurts themselves, these ten homeowners are going to have to pay the medical bills.

The layers of things that this does to the existing homeowners in Phase 4 is really potentially extraordinarily risky and dangerous, and it's the kind of thing that I don't ever normally see in my career. And these are the kind of things that real estate commissions and professional bodies like really -- really kind of jump on is if you're out there misrepresenting kind of what you're promising to customers through advertising or sales or whatever, and so this is kind of that worst case scenario. So yeah.

And there is no real equitable argument here at all. And I'll just answer your

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questions. I'm kind of rambling. Sorry.

Q. No, no, no. This is actually very helpful, and I appreciate your helping me walk through all of these issues and understand from your perspective what happened here.

In your time doing this for Eastwood since, I believe it was, 2007, is this the worst title error that you've ever encountered personally?

A. As it relates to covenants and restrictions, yes.

Q. Okay. Let me ask you this. Has anybody on behalf of the ten owners that closed made a claim against Eastwood or filed a lawsuit against Eastwood or -- to your knowledge, regarding these issues?

A. No. They certainly sent a letter -- and it's one of your exhibits. They certainly sent a letter, and they detailed -- they met with counsel and they talked with counsel, and that's where a bunch of that letter came from.

I seem to recall that I did have -- and don't hold me to this, but there was some communication on the phone, I think, with either a homeowner or their counsel where I basically

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said I was talking with Derek Dean about ways to get this fixed.

And then the lawsuit happened, and I kind of said, hey, the board of Phases 1, 2, and 3 is not willing to move forward with a vote because now there's a lawsuit and they're not willing to do anything until, you know, this lawsuit that you brought is concluded. And so everything just kind of sat there. But -- we've received no suit as of yet, but it would not surprise me if we did.

Q. The reason for that is it gets into these liability issues and -- I mean, because --

A. Yeah.

Q. -- remember how I was talking earlier with Dion about zoning compliance and all of these other kinds of things?

A. Correct. And all of those are out of compliance, which obviously is another issue.

Q. So there's a scenario where, let's say, God forbid this fall, Hurricane Cooper comes through and levels Johns Island, none of these homes may be able to be rebuilt that were closed because of the zoning violations and other types of issues, perhaps?

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A. Well, not just that. And you're kind of hitting on all of the range of reasons why I wrote that termination language in that mutual release. You know, one of the things that Dion did in good faith is on the plat that you have here as one of your exhibits, he signed it indicating that there were covenants and restrictions of record for Phase 4 and made a positive representation about that based upon his good faith belief that that, in fact, was true.

And then if you look to the right-hand side of that plat, there's a signature by the City of Charleston or the municipality where they agree to -- basically were planning for zoning on the right -- I don't know what exhibit this is. 14?

Q. Yeah. This is Plaintiffs' Exhibit 14. This is the Phase 4 plat of record.

(Exhibit No. 14 was identified.)

A. Yeah. So the city engineer, if you look up a little bit, where it says planning use only on the right-hand side, they would never have signed this and signed off and let this be recorded unless Dion had signed, making those representations that are down on the left-hand

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side of this Exhibit 14, if you'll kind of -- yeah, scroll down.

Q. Right. So we looked at note seven where it makes representations about the outdoor spaces.

A. Yeah, now stop there. Let me take a look at it. So it's number 6, number 7, number 12, number 13, number 16, and number 17. Those are all things that fall under the declaration of covenants for Phase 4, which is a significant amount of municipal requirements.

So the net of that is that, to your point, the municipality, unless we fix this, won't issue Certificates of Occupancy since it's impossible to pass title and actually allow for these to close based upon the issues that herein exist.

Now, I have not spoken to anyone for a very good reason, which is, you know, I don't want a situation where the ten homeowners all of a sudden are receiving notices of having to maintain ponds and private roads. And so to Dion's point earlier, that is being maintained and paid for by Eastwood to keep the status quo until this can be fixed to become -- to come back

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into compliance or the municipal requirements.

Q. Understood. And you testified earlier that, you know, Dion signed these documents, you know -- I think the phrase you used was, you know, in good faith reliance or something along those lines; is that correct?

A. Correct.

Q. And so is it your testimony here today that -- let me ask you this. When did Allen Nason first learn that Phase 4 had not been properly incorporated into the association?

A. I can't -- there were some e-mails attached as exhibits, and it's in that general timeframe. It was a confluence of Dion talking with the HOA president, talking with me, him e-mailing Michael Shumaker, and me talking to Derek Dean, and me communicating with Michael Shumaker; it was in that period of time where there was a flurry of activity trying to figure out what the situation was.

And it took a little bit of time because, again, pulling deeds, going back and checking stuff at the courthouse -- again, this is in the middle of COVID where they weren't allowing people in. It took an inordinate amount

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of time to get clarity on the issue.
But after getting clarity on the issue, it became very clear to me that this was a -- this was definitely, you know, just a matter that we couldn't continue to contract with these customers on because of not having all the variety of things that you and I have talked about for the last hour.
Q. Got it. Got it. All right. So let's go back to Exhibit 1, mutual release. We've covered -- everything so far has been a jumping off point from this first sentence --
A. Sure.
Q. -- preceding owner's legal error.
Let's get to the second sentence here. This is where you say that, quote, No further houses can be closed in Phase 4 until this cloud on title is resolved with the attorneys for the Phases 1, 2, and 3 declaration and the existing homeowners in Phase 4.
Do you see that?
A. I do.
Q. Okay. So let me understand -- see if I can understand your testimony up until this point. It's not your position that as a matter

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of law the lots associated with the plaintiffs' contracts could not be closed. It's more that just if they were to close under these circumstances, it would exacerbate an existing problem; is that correct?
A. It's actually not. The way real estate works is Dion's been a real estate broker, I've been a real estate and other attorney for, you know, well over two decades, and when you know as a broker or as an attorney that you are not representing -- you know, you're withholding defects regarding the sale of a property, you can't close it without either fixing it or disclosing it and the customer accepting it.
Here, the absence of an HOA on Phase 4, what that means, i.e., they don't have access to the amenity in Phases 1, 2, and 3 because they're not part of the association. Two, that all of a sudden the roads that they thought were going to be covered by the dues received across Phases, 1, 2, 3, and 4, all of a sudden Phase 4 owners become the primary obligors and responsible parties for the roads and their maintenance, which is a huge expense.
They also go ahead and pick up a

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responsibility of having to maintain the common areas. They also pick up the responsibility of having to pick up insurance and expenses.
The management of these kinds of things, which are normally outside the purview of an ordinary homebuyer, they're not experts in managing homeowners' associations or these kind of issues. So the permutations of all the different things that -- including the marketing that was done to sell these, which is that they were going to have access to, you know, a pool and all of these things. You know, you cannot close houses to people in that way. If you do it, you're going to lose your license.
Eastwood Homes would probably get subject to class action complaints, certainly claims to the attorney general's office, potentially claims on their general contractor's license, et cetera. And so we cannot close those things under the scenario we've got, and I meant no further houses can be closed. And that's exactly what I would say to that.
Q. Understood. So you're saying that you couldn't have gone to, say, the Raybon family,

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which is one of our clients in this case, and said, Raybons, you're not going to believe what happened here, this is the worst title error regarding covenants I've seen in 20 years of doing real estate, we've got a big problem here, but if you want to close without having access to amenities and having the status of the roads and the ponds sort of at issue, you know, in other words, you voluntarily disclose it, you still couldn't have closed under those circumstances?
A. Correct. Correct. Because we looked at the plat a few minutes ago where the city engineer signed off saying that all of these things were in place. I can't misrepresent those things in a process that is a specific and detailed -- including where there's ordinances and other things because all that would happen is there would be -- they would not allow Certificates of Occupancy to be issued, which means there would never be a closing for failure to meet those requirements. So there's any number of reasons why of all the promises and the things that Eastwood made to these customers could never happen. We could never get to closing on these.

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And so Dion did call these -- or had his folks call these people before they received this. And it is terrible, and he asked that language be added where once all of this was fixed, he could go back to the home and recontract it, whatever that timeframe was. So that was added as a result to try to give an accommodation to these buyers, but the result is exactly what I set forward here, which is that every one of those ten was contracted in the sole discretion that Eastwood had in the situation regarding these issues/disputes that I just went through.

Q. Understood. What is currently going on in an effort to solve these issues with Phase 4 vis-à-vis the POA and otherwise? What's the current state of affairs?

A. The only thing that has happened is Derek Dean reached out a while back, and it's in one of your e-mails that you put forward for this deposition, and he's had meetings with the HOA [technical interruption] --

(Reporter requests clarification.)

A. Derek Dean, who is a counsel for the HOA Phases 1, 2, and 3, had some e-mail

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communications which are in the exhibit list today, and the HOA put out at least two memorandums I'm aware of kind of detailing the issues to the Phases 1, 2, and 3 owners as well as the Phase 4 -- purported Phase 4 owners regarding the issues.

Further, the HOA has segregated. They went ahead and pulled out all the funds that had been paid pursuant to each one of the ten or so closings where the lender certifications were completed by the closing attorneys stating that there was, in fact, an HOA, and here's what the dues and cap fees are. All of that money was put into a separate account.

And then unbeknownst to me, Derek Dean and the HOA have, I believe, refunded all of the money to Phase 4 owners because they didn't feel like they could hold it any longer since this lawsuit was filed.

And because the lawsuit was filed, the -- Derek Dean and the board is not willing to move forward to take any action until this matter is resolved. So that's kind of where it sits, is it's not moved since the money has went back to Phase 4 homeowners.

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Q. We spoke earlier today about this mutual release and Dion's suggestion that it include a recontracting provision, correct?

A. That is correct.

Q. I will represent to you that the problem that our folks had when they came to see us was not that there was an error with Phase 4. It was not even the closing was being delayed. Their only concern was the ambiguity surrounding the recontracting process; namely, the price they were going to get hit with, whether it was going to be 200-, 300-, 400-, $500,000 more given the way that the real estate market is acting in Charleston these days. I mean, I would hate to think that this -- all of this litigation and all these issues is the product of a misunderstanding on that point.

So can you represent to me from Eastwood's, you know, business perspective here, would it be willing to essentially agree to honor the original contract price with the plaintiffs in this case?

A. Well, you asked this question before, and my answer is the same, which is we actually don't know what the price would be. Again, one

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of the things I talked about is if all of this money has been given back to the Phase 4 owners that previously was -- had been sent over to Phase 1, 2, and 3 for covering the maintenance of, you know, the common areas and the pool and the roads and all those things, we're not sure if there's going to be a catch-up fee.

So I can't go back, for example, to the first ten whose deeds don't say they're subject to a declaration of covenants, to ask them to go ahead and fund the last several years of HOA dues and cap fees.

So the practical issues are, we will have no idea at all. The property could be worth more or less. We don't know if we're going to be in a recession at that point or not. We have no idea. But that wasn't the function of this. The function of this was to be transparent because I fully expected the real estate commission to come back and ask for an explanation regarding how this happened.

So doing full disclosure, giving the right to recontract or the things that a real estate commission would look for for a responsible party like Eastwood to do, and so

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that is what I did. And to the extent there was any confusion about recontracting, I think that that confusion probably still remains because neither your clients nor Eastwood knows what that price might be whenever this issue does, in fact, get fixed.

Q. Okay. So let's put off -- aside for a second the costs associated with the HOA's refund and all of the things that have taken place since the litigation has been filed. If you'll recall, we corresponded prior to filing lawsuits. Do you recall that?

A. Yeah, I do.

Q. And the discussion at that time was essentially along the lines of, Allen, we don't want to file lawsuits here. We simply -- and we're willing to give Eastwood as much time as it takes in the world to solve this problem. We just want some clarity on the price moving forward, and I'm not talking about cost of roads and all of this stuff. I'm just talking about brass tacks real estate market price, and we didn't get an answer to that. Isn't that right?

A. Well, you wouldn't have an answer to that today and your clients wouldn't have an

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answer to that today because the issue is still there, and we -- and we don't know where the market is going to be wherever this change is. It could be that the pricing is less. It could be that the pricing is more. We just don't know.

So it doesn't kind of matter what you or I think. It's really at the time at which this happens, there was a recontracting ability, my client would have went back to you guys and said, all right, here's where we are now. One of the practical issues here is these houses stopped because there was a lis pendens, so we're probably going to have to remove Sheetrock and there's probably going to be 60-, $75,000 worth of, you know, going in and getting these things kind of back on track, you know? So there's additional expenses that were not, you know, originally thought that we were going to be subject to because we thought, you know, these Phase 4 issues would be resolved faster than that until the lawsuit got filed.

So that has incurred a significant amount of new additional expenses that were not expected at the time in which this termination was offered and given notice-wise to your

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clients.

Q. Is it your testimony that the filing of a lis pendens prohibits you from completing a home?

A. It does in a way because the vendors themselves, if they had a mechanic's lien, they would come in over top of the lis pendens and would not be paid for a long time. So it is not the practice of vendors to come in and finish work if there's a lis pendens on a property.

You know, we did our best to get them kind of weathered in the best that could be done, but that's where it stopped. And until this lawsuit's done, there will be no further work done on it.

Q. Right. But, of course, you're familiar with bonding off mechanic's liens, right?

A. Yeah, you can't -- these days, bonds are not as effective and you don't see bonds being used in this scenario very successfully. But yes, I have heard of it, if that was your question.

Q. Understood. Okay. So I want to circle back to this whole thing about price and not knowing what the price is going to be in the

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future and things of that nature. Most of the clients that we represent contracted with Eastwood in September of 2020, and the termination letters came June 2021, meaning closing was always going to be a substantial period of time out from contracting, correct?

A. I think Dion testified that it's been to the point the last couple of years you can't actually know when closing is going to be for supply and other material reasons, so that's correct.

Q. Right. And that's true. I think everybody that is aware of the real estate industry and market these days recognizes that. These are fixed-price contracts, right?

A. Not necessarily. We have option and other things that -- the contract price is always changing, and there's provisions in the contract that actually change the purchase price by virtue of delays and things, so it's not fixed.

Q. Right. But part and parcel of any contract for a purchase of a semi custom home, these included, there's always some risk in terms of the number that's negotiated, put in the contract, and where the world will be at the time

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of closing, right?
A. I would say that's -- that's -- that's fair on both sides, but the reality is with the appraisal mechanism and lenders, that's -- in a market that's going up, that's not an issue. In a market that's going down, it will be the opposite answer.
Q. Given your current read of the dynamics here with respect to the HOA and the property owners who have closed in Lot 4, what is your best estimate in terms of how long it would take to get Phase 4 brought into the association if these lawsuits were to be resolved one way or the other?
A. You know, I would hope -- I would hope that it would be four to six months and -- the problem is voting. What typically becomes an issue with votes is getting a quorum to vote in favor of something, and I've got one of these that's been going on over a year in another community, not identical to this, but where we needed to amend the declaration and we needed a vote of 75 percent of the membership.
And even if you do it by proxy, we're still a year trying to hunt down people in Europe

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to get their signature so we meet the 75 percent to be able to move forward to get that amendment done. So I'd like to say four to six months, but, you know, I've learned in my career that that's -- that's kind of threading the needle in the most favorable and positive way fashion and -- anyhow, so -- but otherwise, I don't know.
Q. Again, let's pretend the lawsuits magically disappear for the sake of argument here. There's still a real possibility that Phase 4 just never gets the votes and never gets brought into the HOA, correct?
A. I mean, there's always that risk. In my experience, what could happen potentially is you would have to offer the HOA itself, you know, an enhancement to the amenity or some additional high dollar kind of incentive to essentially get them over the hump of giving that 75 percent, which I have done before.
So the costs on that can be, you know, hundreds of thousands of dollars, which, again, I can't hold that up against the ten homeowners that have already taken deeds that are not subject to the covenants, so I may have to offer some kind of remuneration to them as well on top

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of incentivizing Phases 1, 2, and 3.
But at the end of the day, the municipality is going to require that that be done. So I really have to figure it out, and it -- best case is four to six months. Worst case is it goes years.
Q. Got it. Let me ask you this. Has there been any consideration or discussion of just starting a new subdivision on the land that is called Phase 4 and call it Rabbit's Run or something and you just -- in other words, instead of having to deal with the HOA and the various owners and get across the 75 percentage, you're dealing with our clients and the ten homebuyers and you can get into some sort of, you know, agreement with the HOA to use the pool and this and that, and you could file corrective plats with the City and create a new association just for this little -- for Phase 4 essentially? Does that make sense? Has that been discussed?
A. That's always kind of a step 3 or 4 if everything else doesn't work. Because everything from a municipal engineering standpoint is all tied to -- and every plat is tied to the name of Swygert's Landing and since it was approved as a

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master plan community by the City, its engineers, everybody, there are so many infrastructure-type agreements that it would be difficult for a municipality to parse out the multiple subdivisions and feel comfortable about, that that would not be at any point a first course of action.
Q. Sure.
A. If on down the road that had to be discussed, it had to be done, perhaps that would be a discussion. But, again, that's never going to be the first move ever to do in those situations.
Q. Understood. Understood. Let's pretend for a second none of these lawsuits ever got filed and each of the plaintiffs in this case got this agreement and they just cashed their refund checks and didn't sign it and just found another house and went about their merry way.
Wouldn't it be the case that given all of these issues, no further construction could take place out there?
A. Without the lis pendens, the houses could have been more weathered in to maybe protect them a little more from issues of a house

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sitting vacant and exposed to the elements and all that entails. But getting to an actual closing would have been the same issue that we've talked about here. They would not close. So it would have been better than where we are today, but not 100 percent.

Q. Again, your testimony earlier is the lis pendens basically eliminated the market of subcontractors willing to come out there and put Tyvek, or whatever it's called, weather wrapping around the houses?

A. It's a component of -- and I think most of that's done, by the way. I don't think that there's an issue with that. It's just an issue when you have a house that doesn't have HVAC in it, that moisture tends to not be controlled, and that's the issue.

So, you know -- but going through and finishing a house, to have sit there for a year or two or three obviously just doesn't also make business sense. So I don't think that would practically happen, but here with the lis pendens filing, that kind of shut it off.

Q. Understood. Understood.

MR. APPEL: Do you-all mind taking

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a quick five-minute break?

(A recess was held.)

Q. Before we get to the contract here with the plaintiffs and Eastwood, I wanted to ask you, has there been any communication between Eastwood and CAM Management, LLC, since these Phase 4 issues were uncovered by Eastwood?

A. No. There would be no need to do that.

Q. Well, you stated earlier that you believe that CAM Management had misrepresented certain things to you. Does that lead you to believe that Eastwood has a claim potentially against CAM Management?

A. Potentially. But at this point in time, I was more focused on trying to get this solved than to point fingers for the same reason I haven't taken action against the closing attorneys. And since CAM doesn't have any declarant rights to give or any help that they can apply to fix the situation, I've not reached out to them at all.

Q. Okay. So there's been no communications with CAM?

A. None.

Q. Okay. All right. So I've got

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Plaintiffs' Exhibit 2 on the screen.

(Exhibit No. 2 was identified.)

Q. This is the Eastwood Homes New Purchase Agreement. You'd agree with me that this is a form contract that Eastwood Homes uses for semi custom homes, correct?

A. Not semi custom. I would just call it for sale of its homes throughout four states. And I created this contract, so yes.

Q. Got it. Got it. And you'd agree with me that this contract -- this is the Raybons' contract, one of the plaintiffs in this case -- that the language and the bones of this agreement are the same across all of the plaintiffs' contracts in this case, correct?

A. Yeah, with the exception of obviously lot numbers, pricing, elevations, you know, addresses, and, you know, like real estate broker, representation or not, et cetera. There's lots of different things that may differ between contracts, but they're going to be typically -- not always, but typically within the same format.

Q. Understood. Understood. And let's -- I've sort of scrolled down to paragraph 26 of the

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contract. Do you see that on the screen?

A. I do.

Q. It's your testimony that you wrote paragraph 26; is that correct?

A. I did.

Q. Okay. You would agree with me that the paragraph 26 in the Raybon contract is the same paragraph 26 that exists in all of the other contracts that the plaintiffs had in this case; is that correct?

A. It should be.

Q. Okay. Are you aware of any sort of alternative versions of paragraph 26 that were floating around?

A. I'm not going to say alternative versions of that, but we do from time to time have to revise or amend or add language or remove language from this contract on certain occasions, but I'm not aware of any as it relates to this case.

Q. Okay. Just to put a finer point, you're not aware of any deviations in the language of paragraph 26 amongst the plaintiffs' contracts at issue in this case?

A. I'm not aware of any, no.

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Q. Okay. Is it your position that Eastwood terminated the plaintiffs' contracts in this case on or about June 2021?

A. Whatever each one of the forms said is the date that they were -- around that date is when they were, I think, tendered by one of Dion Matheney's staff members to different people. I don't know if it was done on the same days or different days. I really don't know how that worked.

Q. Understood. So it's your testimony that once the mutual release document was conveyed to each of the plaintiffs, the respective contracts associated with each of those plaintiffs had been terminated?

A. I provided the language, the revised addendum for them to fill in blanks based upon each contract that they had that had not closed and to go ahead and fill that in and get it executed and get the hundred dollar checks along with the full deposits returned, and so that was my function at that point in time.

Q. Got it. So the mutual release document is the document in which Eastwood signaled to the plaintiffs that the contracts were being

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cancelled?

A. Correct, yeah, because this paragraph requires a written notice to the buyer prior to closing, and so I decided that we should use the same typical form that we would use and then add obviously that language about the buyers being able to -- once this was fixed, to be able to come back in and recontract before anyone else. So it was tailored so that that written notice was given to every one of those individuals.

Q. Got it. Got it. And so I'm going to ask an obvious question that I think I know the answer to. I just want to note it for the record.

Eastwood is basing its authority to do what it did with the mutual release document based on paragraph 26 of the contracts; is that correct?

A. And 25 is what I would also say. If you scroll down -- hold on. Go up. It talks about they'll use our standard construction contract administration process and procedures in constructing the property. And if you go -- buyers agree they shall be in default of this agreement if buyer engages in specific acts or a

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course of dealing which materially disrupts seller's customary construction and contract administration processes and procedures, which includes the buyer, without limitation: Failing to make choices or take other actions required of buyer within indicated timeframes; refusing to work with designated seller representatives to accomplish certain aspects of the agreement, interfering with seller and seller's agents performance of the agreement, engaging in abusive, harassing, threatening or otherwise offensive manner towards seller and/or seller's agents, unreasonably withholding acceptance or approval of work which complies to client's specifications or any other acts which have the affect of delaying construction, increasing seller's cost of performance, or otherwise unreasonably impeding seller's performance.

The refusal itself to, you know, accept the deposits and the return, I've used the language in paragraph 25. And subsequent to the termination, if you scroll up -- or actually, scroll down to 27, the buyer, they all make the representation they're not going to, you know, go out and -- you know, that any dispute between the

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parties remains confidential, is not subject to disclosure, other than between the parties.

You know, they went out to -- I think there was a newspaper that they went out to and did some things, which, again, that doesn't comply with paragraph 27. But that wasn't a reason at the time because this did not exist, but after the time that that termination was provided to them, they did still go and take that action. I don't think it necessarily matters, but you asked me what violations. Those are the violations that I was aware of.

Q. Yeah. So my question wasn't really what you believe the plaintiffs' violations of the contract were. I'm trying to peg the authority in the contract on Eastwood's decision to terminate the contracts.

A. Oh. 26 was -- yeah, 26 was the section that I used to create that, yes.

Q. Okay. And just to be clear, 26 is the only section that gives Eastwood the authority from your perspective to cancel a contract based upon a bona fide dispute, et cetera, et cetera, correct?

A. That is the section I relied upon,

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correct.
Q. Okay. Sounds good.
A. And that's why I made that in seller's sole judgment because there's never a situation where -- a situation like this arose where we were going to be -- not be able to make the right decision that was required for whatever reason needed to be made regarding something where, you know, there was an issue/dispute that had arisen in their contracts so -- you know, and I also made it prior to closing because I didn't want any scenario where anybody was, you know, at closing and had the rug pulled out from underneath them. That's not right. And so that was why I added that also to this provision.
Q. Understood. And for the purpose of the next series of questions I'm going to ask, without conceding anything in this litigation --
A. Sure.
Q. -- I will stipulate for the purposes of this discussion that Phase 4 incorporation issues are real and it's a big problem for everybody involved. I'll acknowledge that it's a problem.
How does that problem constitute a bona fide dispute in your opinion?

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A. Well, for a number of different reasons. One is a bona fide dispute is a real dispute, a dispute that exists kind of like what you just said, which is we know there's a big problem here. It's a dispute that can be either done one or two ways.
A dispute can be a business dispute where there is a -- maybe an abusive customer, like Dion testified to earlier, and -- who refuses to cooperate in accordance with like paragraph 25 that I just talked about. There could be a termination done that way.
Or another way this was written is that if there's some kind of a legal dispute which arose between the buyer and seller, that, you know, in my judgment on behalf of Eastwood, I will be able to provide certain notice to terminate a contract if that arose.
A good example of that might be you find out -- like I have in the City of Charlotte right now where I've got four houses that are scheduled to close in a month from now where the original developer failed to fill in three ponds and is no longer responding to the City, didn't take a bond, and there's nobody filling in or developer

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is not completing their work in a project where Eastwood is just building on lots and is not the developer.
And so the City is saying it's going to withhold COs and not let those houses close, which means customers are going to lose their rate locks. So in that situation, I have a situation where before closing, I will likely have to terminate those contracts because the developer is not going to fix those things in any time soon, and the inability to close, inability of the seller to perform as -- in accordance with the contract with another buyer is a dispute.
The representations that Eastwood as a seller has made regarding the fact that there would be access to amenities and certain things that are derived from Phase 4 being a part of the Phase 1, 2, and 3 declaration of covenants is yet another legal dispute between the buyer and seller because no buyer wants to walk in and find out once they've been promised that they were going to have access to an amenity that, in fact, they don't and, in fact, they have to pay for the roads and insurance for common areas and other things that really honestly is not ever something

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a buyer has to face and should never have to face.
Another thing too is, you know, Eastwood not being able to close because it's made, you know, inadvertent, you know, signed plats with the, you know, municipality that indicates it had done certain things that it hadn't that would result in not being able to receive COs.
You know, it even goes beyond that, and I know that, you know, you want to kind of carte blanche say we understand the Phase 4 covenant issues are at the heart of this, but it's more than that, which is, you know, when somebody buys a house and they believe that they are in a covenant-protected community, they believe that they are -- this is on the appraisal too, by the way. This is part of what forms the value for a house, which a lender relies upon in making a loan.
The reason that people prefer buying in a covenant-restricted community is because -- the situation that Dion pointed out earlier, which is if somebody builds a 15-foot high pink fence around their yard because they think it looks great, if you're in a covenant-protected

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community, that would never be allowed to occur, which helps maintain and improve property values over time. If you don't have that, you have created an inherent dispute where the buyer's put in a position where it's not in a covenant-protected community that it was marketed as and then a municipality approved it, right?

Beyond that, you know, the day-to-day administration of HOA responsibilities that buyers typically don't have expertise managing, because normally there's a management company that's in a master plan community that's kind of over everything, that would not exist here.

So the permutations of all these levels of inherent disputes are so significant where, in using Eastwood's sole judgment out of paragraph 26 -- and there was no way to resolve this. In other words, the only -- there was no way for us unilaterally without declarant rights to go in and file something to fix this, as I explained earlier.

So there was really nothing that Eastwood could do other than break the hard news to these individuals that it was terminating and giving you the written notice but trying to do

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the right thing by giving them the right to repurchase.

And there may be more that I didn't include in that, but there was such a litany of reasons that, you know, I don't -- you know, quite candidly, I also take the position that, you know, buyers shall have the rights to remedy should the seller exercise such right of cancellation prior to closing.

You know, the -- filing the lis pendens, filing the lawsuit, all of those things are not allowed under paragraph 26. And so one of those situations that I also point to is the very conduct in not accepting the paragraph 26 decision by -- it was another dispute under the contract, so...

Q. Got it. Okay. You put a lot on the table there. I wrote down everything you said. I'm going to circle back up and see if we can kind of hone in on what the dispute is here.

So you testified there's two different types of disputes. One is a, quote, business dispute, end quote. The other is a legal dispute -- quote, legal dispute.

A. They overlap. But I was just trying to

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make the distinction between an abusive customer. It really has nothing to do with covenants and restrictions and this situation which has to do with all the issues we've been talking about for the last couple of hours.

Q. So forget about the lawsuits for a second. Is it -- Eastwood's not alleging that any of the plaintiffs in this case were abusive and that's what led to Eastwood's decision to send a mutual release document out to each of them, correct?

A. No. I think the only thing -- there's been a counterclaim for slander of title based upon that, but I think that's -- I don't know if that's considered abusive, but that's the only thing I'm aware of.

Q. Okay. So in terms of legal disputes, this is where you were talking about the representations about it being a, you know, community that's restricted by an ARB and all of these other different kinds of things.

I still don't understand how those issues related to the Phase 4 malpractice -- we'll just call it that, Phase 4 malpractice -- creates a dispute between Eastwood and the

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plaintiffs.

And here's what I mean by that. Let me give you this hypothetical and see if we can kind of get to the nub of this. Let's say prior to sending the mutual release out you invite Becky White and her husband, one of our plaintiffs in this case, into your office and you explain the full accounting of what happened. You go back to CAM Management and their representations. You talk about the plats and the issues with the City of Charleston and the value. You put it all out on the table just like you did right now.

What if Becky and her husband said, I agree with you 100 percent, is that a dispute in that instance?

A. It is.

Q. How can it be a dispute if both parties are in agreement?

A. Because you are believing that the word dispute is narrowly tailored to mean there's some disagreement. There can be a dispute without a disagreement. Here, there's a dispute on multiple levels because Eastwood markets and contracts for things that it cannot actually perform or deliver. That's a dispute. Whether

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they agree with the dispute or not, that's still a dispute.

And because Eastwood has sole judgment here, we are the ones that have the authority to state in our sole judgment that that dispute exists. There's no requirement that dispute -- that dispute mean a disagreement. We don't use the word disagreement in here. Dispute and disagreement are not the same things. Your client doesn't have to agree with us for there to be a dispute.

Q. Okay. Is the term dispute defined in the contract?

A. No. But it doesn't need to be because in Eastwood's sole judgment, it decides what a dispute is as I just explained in the context of the scenario I gave you.

Q. Does seller's sole judgment entail the ability to define the term dispute any way Eastwood wants?

A. Not any way Eastwood wants. I mean, again, there's a good faith -- in South Carolina, you have to have kind of a good faith basis in contract, right? And so I've articulated a whole litany of reasons why Eastwood used its sole

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judgment to define that there was, in fact, a dispute that existed upon which it provided the written notice and did the termination in accordance with this paragraph.

You know, this wasn't -- there was a phone call done beforehand. There was a written notice provided. There was an accommodation to let the buyers come in and recontract. So this is not a situation where, you know, it was not done in the right way in good faith. And I know a bad decision sometimes doesn't feel like good faith, but -- not a bad decision. A bad result, a bad situation doesn't necessarily mean that somebody feels like it's in good faith. But from my perspective is Eastwood, in sole judgment, I mean, this was done correctly in accordance with paragraph 26, and that's what will continue to be our argument.

Q. Okay. And Dion testified to this earlier today, but I wanted to hear it from you. Was it your decision to exercise paragraph 26 in this instance?

A. I'd like to think it more as a joint decision. You know, I am a decision-maker and have the authority to make that decision, but I

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don't make decisions in a vacuum. So the reason that that section was added about buyers having a right to recontract, that came from Dion as a way to try to give him an ability to go back and have these interested customers come back in and buy these houses after the time at which this matter was resolved if they were still, you know, interested.

So he was certainly part and parcel of that decision, but I would say I probably was the majority of that decision-making function given the legal ramifications of these issues.

Q. Understood. Did anybody higher up the food chain than you have any role in making the decision in this case?

A. No. They cede that to me completely. They would not make that decision.

Q. Got it. Got it. Okay. What is the significance of the term bona fide as it's used in paragraph 26 to modify the term dispute?

A. It was intended from my perspective to be a protective thing, and you hit on it earlier. If we had a sales agent who for some reason was not -- wasn't going to comply with the Fair Housing laws and didn't like an Asian person or

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African American person, you can't use that seller option to cancel under that scenario for two reasons.

One, it could not be a bona fide or real dispute because Fair Housing says you can't do it. So if you can't do it legally, it can never rise to the level of being a bona fide dispute.

So it was really more intended to be -- and any time this happens, this comes to me. I don't allow for anybody to make any of these decisions regarding using paragraph 26 without me looking at it. That's my internal procedure with every one, including the owners if they want to terminate. I always have to look at it and make sure I understand exactly what the issue is or isn't. And there are times where it's a misunderstanding and it can be worked through. And so rarely does that happen, but when it's happened before, you know, I don't let paragraph 26 be used.

Here, it was about as clear as I've ever seen where paragraph 26 was the appropriate action to take in this situation given what I've talked about.

Q. Got it. Have you looked up the word

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dispute in the dictionary recently?
A. No. But, you know, it's kind of like anything else. Kind of like an expert. You can find whatever definition you might want somewhere. The way I intended it is that it was going to be as I've already testified. It was an issue that -- whether the buyer agreed with it or not was a material issue that -- like the one we're talking about. And so based on that, I guided them through the process of using paragraph 26 correctly.
Q. So I just typed in the word dispute in the Merriam-Webster online dictionary, and it came back as, quote, to engage in argument, end quote. Do you agree or disagree with that definition of dispute?
A. It could be. I am ambivalent about it. It doesn't really matter. Again, if it's in my sole judgment, then if I turn the dispute of something like what we're talking about where there's a legal failure to record a Phase 4 declaration and master plan community that results in all the issues I've talked about, that's all that needs to be said because I make that decision on behalf of my client and that's

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it. There is no recourse at all other than, you know, my client following the process here in paragraph 26.
Buyer has no other rights or remedies should the seller exercise such right of cancellation prior to closing. This was done prior to closing, so that's it.
Q. Eastwood has a bona fide dispute with Weeks & Irvine, correct?
A. We could. I think we do, but right now, I'm not taking action on it.
Q. Eastwood may have a bona fide dispute with CAM Management, LLC, regarding the misrepresentation that you testified earlier today about, correct?
A. Exactly.
Q. And in an effort to not -- I don't want you to launch back into your explanation. I want you to just kind of drill it for me when I ask this next question. What is the dispute between Eastwood Homes and the plaintiffs in this case?
A. I've already answered that like three times.
Q. Okay. And so essentially your testimony is is the dispute is the Phase 4 failures, the

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Phase 4 malpractice, and all the negative stuff that flows downhill from that?
A. That's correct.
Q. That's the dispute?
A. And -- and the actions of the -- and the actions here of these buyers that did not follow paragraph 26.
Q. All right. All of that stuff took place after Eastwood refunded the money and sent them the mutual release and all that stuff, correct?
A. I think it was contemporaneous. I think. My understanding is they were told to not sign anything or cash any checks at the point of which this happens. I think it's contemporaneous, so -- and no checks were cashed, so it appears it was contemporaneous. So I think the buyers' failure to, you know, cooperate in accordance with paragraph 25 as it related to -- and also paragraph 26, you know -- you know, by not, you know, cashing those checks and signing that mutual release was another -- before closing was another thing that was a dispute between Eastwood and these buyers. They didn't think we had the right to do it. We contend we do.
Q. Okay. Let's look at the language in

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paragraph 26 that immediately follows the phrase prior to closing. I've got it highlighted on the screen. It says, quote, And if such bona fide dispute cannot be resolved to their mutual satisfaction, then seller at its sole option may terminate this agreement by written notice to the buyer prior to closing.
Does this language contemplate an obligation on Eastwood's part to attempt to resolve the dispute?
A. In most situations, yes. In this situation, no, because there was no -- it was impossible to resolve the situation within the time period of any one of these contracts to be performed. It was impossible for my client to perform all the requirements of the contracts even within a cure period under this contract.
And since it was impossible to get a mutual satisfaction within the contract and because of the issues that were already testified to, there was really not an opportunity to do anything from a mutual satisfaction standpoint. So it would have been impossible, and quite candidly, we didn't even know and still don't know the timeframe in which it's going to take or

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what actions or costs it's going to take to get this issue resolved.
Q. Would anything have stopped Eastwood from proposing to the plaintiffs in this case that the contracts be extended for five years or until the Phase 4 issues could be solved, whichever is earliest?
A. Yeah, we could not do that.
Q. Why?
A. Well, for one, you know, we don't know if it's going to take a year or two or three years. We can't perform our contract at all within the timeframe of getting this issue corrected. We can't hold somebody in a contract for that long. Real estate commission doesn't let you go ahead and kind of extend contracts out for this point of time.
You would not do it for reasons of you don't know exactly what it's going to take to come in and remediate the house to get it to a point where it could be completed and sold. You don't know, for example, what the interest rates are going to be such that a buyer would be able to get a rate locked in and closed. I mean, the litany of things that you don't know.

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And you could even do the things suggested earlier, which is to, you know, have them agree in advance they will be part of the, you know, HOA. It's of no fact. It's not binding. It's not like that can be used as a proxy vote to somehow accomplish a fix.
So Eastwood has other options that it could potentially, you know, move to, but it had to do it kind of owning as many of the lots as possible to, you know, be able to use the maximum amount of votes in favor of having this be fixed in the future, and so also having these homeowners, you know, in houses where we knew in advance of closing that there were all of these issues where we expected there to be a class action of some kind, and we still do, just is -- all of that together is -- there's really no -- there's no reasonable way in which doing anything like you suggested would ever happen.
Q. Is it your testimony that there's a South Carolina real estate commission regulation placing a maximum on how long a contract can be extended for?
A. No. But there are ethics rules regarding misrepresentations and various things

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regarding disclosures and material disclosures and things of that nature which I tie into this. I can't -- and typically, real estate contracts are supposed to be a year in duration. So I'm not relying upon the real estate commission other than to say that they would take a very dim view and potentially ethically could charge, you know, a real estate broker within Eastwood for, you know, trying to kind of not fix an issue and try to hold people under contract when information that they've been given wasn't accurate.
So from my standpoint, we just want to steer clear of that, and that's why it's our sole discretion under paragraph 26.
Q. Yeah. So just to be clear, what I'm contemplating here is an extension with full representation to the plaintiffs and with the plaintiffs' consent to extend the contract as long as it takes to allow Eastwood time to fix this problem and for the plaintiffs to cooperate to help fix this problem, among other ways, at the appropriate time agreeing to be bound by the covenants, putting it in their deed, signing whatever they have to sign.
Is it your testimony that there's a law

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or a regulation that would have prevented Eastwood from doing that?
A. Not a law, but the contracts have been terminated in accordance with paragraph 26, so that option is not available.
Q. Why was the document that we looked at earlier, Plaintiffs' Exhibit 1, structured as a mutual release?
A. Only because Dion -- well, two reasons. Number one, this is the form that is on our computer system. It's easy to get into DocuSign. And two, Dion added -- if you look to the bottom, if you'll scroll down.
Q. Yeah. This?
A. Yeah. The further agreed language about the offer -- right of the first offer to recontract, that was something beyond the termination. That was an additional term that was being provided to these customers, and so I believe it was appropriate to have them sign not only because it satisfied the written notice requirement but also because it's appropriate to have that in their files and in our files so that we could -- whenever this was fixed, we knew exactly who to go back out to and kind of restart

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those conversations.
Q. So none of the plaintiffs in this case signed this mutual release document, correct?
A. We were told they were instructed not to sign and not to cash any of the checks.
Q. Well, I'm not asking about that. I'm just asking about whether it's just a matter of fact, to your knowledge, any signed mutual releases associated with the plaintiffs exists.
A. I'm not aware of any.
Q. Okay. And so am I correct to view this mutual release then as an offer that wasn't accepted by the plaintiffs?
A. No. It was a notice of termination under paragraph 26. The only offer was, if you go down where it says, It is further agreed, that is the only offer that they could have accepted by signing this form. And since none of them signed it, none of them received the benefit of this recontracting offer that was made.
Q. Got it. And paragraph 26 is not mentioned in the mutual release document, correct?
A. That's correct.
Q. Subsequent to this mutual release and

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revocation document going out and plaintiffs' refusal to sign, did Eastwood subsequently send a notice of revocation or termination document citing paragraph 26?
A. I'm not aware of that, but I am aware that, when it was explained to every one of them, they -- it was explained that it was done pursuant to the contract under paragraph 26. It's, you know, probably not a bad idea to the extent there's confusion to follow up with such a notice and Ward feel free to draft that.
Q. So is it your position that, as we sit here today, that contracts have potentially not been terminated?
A. Not at all. I think it's unambiguous they were terminated, but to the extent that there's any belief that they were, I think clarifying that they were terminated back then is not a bad idea.
Q. Did Eastwood Homes allow any of the plaintiffs to utilize their own purchase and sale agreement as part of these transactions?
A. I don't believe anybody asked. I don't think there was any permission requested.
Q. What is Eastwood's corporate policy and

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practice with respect to contracts? Is it we use our standard form contracts and that's the only option?
A. Well, nobody ever asked the question. I mean, I think when you come into the sales center, they don't ever bring in their own contract. It just isn't kind of the way the world works, so it's never come up.
Q. If any of the plaintiffs looked at paragraph 26 and said, you know what, this is unacceptable language to me, I'd like to propose we either strike or revise paragraph 26, would Eastwood have ceded any of those requests?
A. Well, it didn't happen, for one. And some of them were represented by real estate agents who were very -- you know, had specialized expertise. This is pretty common in builder agreements, so I think that the reason there was never any -- you know, nobody ever brought it up.
So, you know, hypothetically, you know, I don't know what would happen. We have revised sales contracts and modified them several times in the past when special requests have been made. But in this situation, no request was ever made by any buyer or their real estate agent regarding

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anything.
Q. To your knowledge, has Eastwood ever revised paragraph 26 in other context -- in other contracts over the years?
A. We had -- I can't remember. We had a federal judge buy one of Eastwood's houses, and we dramatically revised this contract, including paragraph 26. So yeah, it has been done several years ago, but I'm only ever aware of that one kind of situation, which was fairly unique.
Q. Why did the federal judge want to revise paragraph 26 to your recollection?
A. Because lawyers can't help themselves but want to revise things, so I think that was the natural -- that was the natural kind of go-to for this particular person, and that was fine.
Q. Was it because the judge felt that paragraph 26 was too one-sided on the favor of Eastwood?
A. No. No. I just think at the end of the day, this was a judge who was used to kind of calling the shots and we wanted to close the house, and so I was able to work with her, and she was, you know, very courteous and kind, and I really didn't have any worries about anything

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with her, so...
Q. Understood. Do you recall the judge's name?
A. I do not. It's been a long time ago.
Q. Was it in South Carolina?
A. North Carolina.
Q. Okay. Do you recall the approximate timeframe?
A. I don't. It's been several years.
Q. Do you recall the neighborhood?
A. I have no recollection. I do recall it happening because it's the only federal judge I've ever done a contract with in my entire career, so that's the only reason I would remember it.
Q. Did Eastwood Homes terminate Jason Esposito?
A. No.
Q. What were the circumstances of his departure?
A. I think he wanted to go out and start his own home building company, and Eastwood is very entrepreneurial minded and so -- we all liked Jason and said, good job, how can we help, so...

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Q. Got it. Have you spoken with Jason about Phase 4 Swygert's Landing since becoming aware of the Phase 4 malpractice?
A. I have not. I would have no reason to. He's really not involved with it.
Q. Okay. And when you say he's not involved in it, do you mean that he didn't have any responsibility from Eastwood's perspective to review any documents incident to the Phase 4 closing?
A. Correct. Yeah. Neither he nor Dion or his -- Jason Esposito's predecessor. That's usually dealt with -- after the contract is signed, it goes to the corporate office, and the corporate office and the closing attorneys and me to some extent, depending upon the situation, kind of manage it. We don't see division presidents really get involved in those issues. They have better things to do.
Q. Does the purchase agreement that we've been looking at, Plaintiffs' Exhibit Number 2, anywhere state on its face that the property's inclusion in the Swygert's Landing covenants and restrictions is a condition precedent to closing?
A. Those words are not used.

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Q. So is it your testimony that that's an implied condition in this contract for all the reasons you talked about regarding CMOs and representations and the value of being in an association and all that other kind of stuff?
A. Well, there's language in here about HOAs and assessments in this actual document, so it's definitely something that everybody knows exists and is pretty typical. But the language you're talking about where it states that Phase 4 is within the Swygert's Landing, you know, master plan community, da-da-da, that level of detail really would not effective -- be able to manage -- give the number of communities Eastwood has across multiple states, so it was not in there.
Q. Okay.
A. But you can't -- if you walk on the property, you know that you're part of Swygert's Landing master plan, and real estate agents that were there representing some of these buyers knew that this was a -- you know, had a pool and amenities, all these different things. So it's not like nobody thought that they were not in the HOA.

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And I think the exhibit you had with the Phase 4 homeowners, they say that pretty clearly that they all knew they were in an HOA or so they thought.
Q. Got it. As you sit here today, do you believe Eastwood had any responsibility prior to closing on Phase 4 to independently confirm from Eastwood's perspective that it was taking the Phase 4 property subject to the covenants?
A. Exhibit D of the contract to purchase Phase 4 was fully executed by the seller, CAM, indicating that they were passing those declarant rights on. Normally they do that through their counsel. If you look back at the other documents where they have done the supplemental declarations, that was done by their counsel, or I guess some counsel that they had hired.
No, go to like Phase 2A. Go to the Phase 2A exhibit. I'll show you what I'm talking about.
Q. All right. Here's Phase 2A, Exhibit 4.
A. If you look at the top left, John Bleecker, Jr., he represented CAM Management, and he is the one -- I don't know what this says, but he's the one that would -- basically would have

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been the one to have done that for CAM. And CAM in Exhibit B by executing it, again, pursuant to the warranty and reps it gave, that they had done this.

Now, I would have definitely expected the closing attorneys at the closing and then at every subsequent closing that happened to have discovered this and they didn't.

Q. Okay. So certainly Weeks & Irvine had a duty to confirm the alleged representations about Phase 4 corporation made by CAM Management, LLC, correct?

A. I think that's fair.

Q. Now, does Eastwood on its own with its legal department and its sophisticated company have any of its own institutional responsibility to ensure that that took place, or is it all delegated to Weeks & Irvine?

A. During this time period, there was COVID, so the only way to manage that was through legal counsel, because the way it worked in Charleston is Charleston was one of those areas where they never went to electronic recordation or electronic searches, so there was no ability -- even during COVID, they were not

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converted to electronic. They resisted pretty heavily until ultimately they just kind of had to. But there was no independent way for this to be done other than the closing attorney.

Q. All right. So Phase 4 closed in 2016, correct?

A. Yes.

Q. That was four years before COVID, right?

A. Well, no, I'm talking about the time period when this situation arose. When it was discovered that this had happened is what I was talking about.

Q. Yeah, yeah, yeah. So what I'm asking about is preclosing, whether Eastwood -- the preclosing in 2016, whether Eastwood had any responsibility to ensure CAM Management's alleged representations were correct and that Weeks & Irvine had done their due diligence in vetting the covenant at issue.

A. I would not say that we assumed that duty. We have law firms that are professionals with E&O insurance. You are vested with the responsibility of representing multiple parties in these types of transactions correctly and in accordance with real estate ethics rules for the

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South Carolina Bar, and we do not interfere with them exercising their professional judgment, so we would not assume that duty.

I would say that Dion, for example, is now checking that, whereas before it was not checked, and I think that's something that is an enhanced vision by the division practice, but that is not something at that time that was a duty of Eastwood's.

Q. Okay. At the time of contracting with each of the plaintiffs in this case, did Eastwood have actual knowledge of the Phase 4 malpractice, as we put it earlier today?

A. No. No.

Q. At the time of contracting with each of the plaintiffs in this case, did Eastwood Homes have constructive knowledge of the Phase 4 malpractice at issue in this case?

A. No.

Q. By constructive knowledge, I mean the means to have uncovered this issue by searching the title. Does that change --

A. I know -- yeah, and the answer to that is no because that's vested with the closing attorneys in accordance with Eastwood's senior

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secured credit facility where they have to follow specific processes to get a title policy issued. And -- however, had in those ten closings anybody checked or if the -- if somebody had said, hey, wait a minute, the deed doesn't reference Phase 4 HOA, at that point, that issue would have came up. It just never came up.

Q. Got it. Let me ask it to you this way. When Eastwood enters into a new purchase home agreement with a customer, is Eastwood charged with the knowledge of all title records associated with the property that's being contracted? In other words, is Eastwood assumed to know what the title status is of its property?

A. No. There's a closing protection letter issued by the attorney which protects lenders and third parties as to those issues. But no, that doesn't rest on Eastwood. That rests on the closing protection aspects of the real estate closing attorney's practice.

Q. Okay. So we've talked a lot about what happened in 2016 incident to closing and who did what and who didn't do what. Let's now zoom towards the first lot in Phase 4 that was sold.

So Phase 4 is titled and subdivided and

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Eastwood's gotten all the permits and everything's ready to sell that first lot. At that point, is there any responsibility from Eastwood corporate perspective to stop, take a deep breath, and make sure we're operating subject to the covenants?

A. No.

Q. So Eastwood is just entitled to rely -- until told otherwise from 2016 into the future, Eastwood is just entitled to assume that Phase 4 was properly handled?

A. Eastwood is entitled to rely upon its closing attorneys who have pledged errors and omissions insurance for the accuracy and responsibility. They're independently licensed. They assume the responsibilities and liabilities of getting this work done correctly. That is their function and I would say that's how every builder that I know operates, and I've represented a dozen or more builders over my years.

Nobody is going to get in and have a whole closing department built up within a homebuilder to double-check the work of their closing attorney. That's not feasible, and it

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really and actually could create worse issues where you're assuming errors and omissions and liabilities for things that you really have no business doing, so...

Q. Did Weeks & Irvine close all of the lots in Phase 4 that did, in fact, close?

A. Yes.

Q. And I think the testimony was there are approximately ten of those lots?

A. They closed not only the lots, but they also closed the end line homeowners -- home builders. So that would be, you know, at least -- if you bought all ten lots in one closing, that's one. And then each one of the other ten was another ten opportunities to have discovered the issue.

Q. Got it. Got it. And so roughly speaking, we're talking about ten-plus separate instances of malpractice, as you put it?

A. I agree.

MR. APPEL: Okay. Let's take a maybe 10, 15-minute break. I'm going to kind of review my notes, and I think we're coming down to the home stretch here.

THE WITNESS: Sure. That's fine.

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MR. BRADLEY: We're going to -- is it okay to put this on the record? I just want to tell you something and make sure it's on there.

MR. APPEL: Sure.

MR. BRADLEY: We're going to move to amend our answer to assert a defense of impossibility based on a lot of what we've seen today with this testimony and the records you pointed out, especially regarding the requirement of compliance with the municipal ordinances that you pointed out.

So the reason I'm saying that now is two reasons: One, to ask if you would consent to it; and two, to give you notice while you're deposing Allen that we intend to do that so you'll have an opportunity to ask any questions you might like to regarding that affirmative defense.

MR. APPEL: Thanks for the heads up. I'll think about it and respond to you off the record.

MR. BRADLEY: All right. Super cool. Just wanted to make sure you knew that so you'd have the chance to ask those questions if you wanted to today.

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MR. APPEL: Understood.

MR. BRADLEY: Cool.

(A recess was held.)

MR. APPEL: First, before getting back into questions with Allen, I just wanted to respond to, Ward, your statement before we took a break. And, you know, I appreciate the attempt to give us notice of what you intend to amend the answer to include. It's just we're not able to take any position on that issue until we have an opportunity to review the actual filing and anything else that might be included in that.

So we respectfully just need to reserve our option to reconvene the deposition if necessary. I don't expect that to be the case. That's just the position we've got to take at this time.

MR. BRADLEY: I understand your position. I was just letting you know before I did it since I already decided to do it. I was just being transparent with you.

MR. APPEL: Got it. Fair enough, and I appreciate that.

Q. Okay. Allen, let's turn our attention back to paragraph 26 for a minute now. And I'm

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highlighting this language that appears in the first sentence after the phrase prior to closing, and it talks about resolution to their mutual satisfaction, okay? And I read into that a -- an obligation on the part of Eastwood to attempt to resolve the bona fide dispute that's identified by Eastwood. Would you agree with me?

A. Correct. And that's what the language on that release was, the language allowing to recontract was an attempt at giving them some ability to still be able to purchase that property, but that's the closest I think you can get to, you know -- and obviously, they weren't satisfied because they have brought suit. But at the same time, their primary concern was keeping the property, and we certainly wanted to give them that first right and option, so...

Q. Right. But assuming the plaintiffs had agreed to sign that mutual release and agree to the Dion amendment, that wouldn't have resolved the dispute at issue here, which is the Phase 4 malpractice, correct?

A. No, it would have because what that called for was to fix all of those issues and then, once they were all fixed, come back to

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these buyers and then go ahead and offer to recontract with them instead of us going to somebody other than them first. So they would kind of have this first option. So yeah, it actually would have absolutely kind of resolved the disputes, as I've articulated it, because all the issues that, you know, have prevented us from being able to move forward to closing would have been fixed.

Q. Okay. And your testimony is that the mutual release document as presented didn't specify what the price would be at the time of recontracting was a sufficient attempt to -- you know, attempt to find mutual satisfaction of this dispute under paragraph 26?

A. Yeah, at the request of Dion. And again, paragraph 26 presumes that there may be situations in which it can't be resolved to someone's mutual satisfaction, in which case it, again, reaffirms the seller at its sole option may terminate this agreement by written notice to buyer prior to closing, which was done.

So it even includes the situation of, you know, a buyer not necessarily wanting to do what -- what could get something to a point of,

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you know, fixing a mutual satisfaction. So we did exactly what this paragraph asked for us to do, and unfortunately, none of the buyers, you know, took anyone up on that offer to repurchase.

Q. Okay. Let's look at paragraph 18 of the purchase agreement. Do you see that on the screen?

A. I do.

Q. Okay. This paragraph is titled, Seller's Right to Cure. And as you'll recall, prior to filing the lawsuit, a letter on behalf of the plaintiffs sent from my co-counsel's office, Michael Cooper, was sent to Eastwood. Do you recall that letter?

A. I did. But it was after the contract had terminated, so there would have been no paragraph 18 for them to use this particular provision at that juncture.

Q. Is there anything in paragraph 18 that says that it can only be exercised prior to action taken under paragraph 26?

A. No, but it requires -- I mean, it obviously requires there to be a contract in order for there -- to be able to utilize a provision of the contract. So if there's no

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contract, there's no provision of a contract could be utilized.

Q. Okay. So by that --

A. There's nothing that prevented the letter from being sent, but it was never treated as a seller's right to cure. And, in fact, since there's only ten days, the very voting process for Phases 1, 2, and 3 was going to be way more than that, so it would have been impossible for any cure to happen regardless, so it kind of is irrelevant.

Q. Okay. So first let me get this straight. So it's your testimony today once the mutual release document was sent out exercising and invoking paragraph 26, there was no contract between the parties anymore?

A. Correct. That's correct.

Q. So all of the stuff you testified about earlier about, you know, after the mutual release was sent and lis pendens were filed and all of that other kind of stuff, the plaintiffs aren't bound to anything in the contract after the contract was terminated by your logic, right?

A. No. If you go back to 26, I'll correct your statement.

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Q. All right.
A. Under 26, the very last line, it says, Buyer shall have no other rights or remedies should the seller exercise such right of cancellation prior to closing.
The filing of a lis pendens specific performance, both are rights or remedies which they should not have exercised.
Q. But how does paragraph 26 survive the cancellation of the contract?
A. Well, that -- when this termination happens, they have no further rights at all under the contract, and a lis pendens depends entirely on the existence of a contract in South Carolina. So if there is no contract, you can't file a lis pendens, and there would be nothing for them to actually dispute because there would be no contract for them to create a dispute over in the legal sense.
If you don't have a contract, they don't have any right to the property, right? So if there is no contract, that's why it says buyers shall have no other rights or remedies should the seller exercise those rights of cancellation prior to closing.

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So when this termination was done, they had no contract. The ability -- and they're not the owner of the property. They have no contractual or other right to file a lis pendens or file a lawsuit, so all that is at that point is a slander of title, and that's why that action -- that counterclaim is brought against everybody for that very reason.
Q. So there's a lot of assumptions in that. There's an assumption that paragraph 26 was validly exercised in this case, which we hotly dispute. We dispute there is a dispute in this case, and the definition of that word dispute is going to be decided at some point.
Eastwood drafted this contract. Eastwood didn't define the term dispute. And I think any common sense definition of a dispute incorporates a bilateral relationship where multiple parties are not agreeing to something. So --
A. Your opinion is irrelevant because it's the seller's sole judgment, so I don't really care what your opinion is. It's only my opinion that matters, period.
Q. Well, we'll find out about that. I

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don't think seller's sole judgment includes the ability to redefine the word dispute, especially when the word bona fide precedes it, especially when you wrote it and didn't define it.
MR. BRADLEY: I object to this. Is it a question or are you just arguing with him?
MR. APPEL: A little bit of arguing, but I'll be fast.
MR. BRADLEY: If you have a question to ask, then I'll instruct him to answer it. Otherwise I would ask you to stop.
MR. APPEL: Okay. Thanks, Ward. I appreciate it.
Q. So is it your testimony today that you can only file a lis pendens in South Carolina if there's a valid contract?
A. No. What I'm testifying to is that under paragraph 26, when this was utilized as in Eastwood's sole judgment, it did, there was no contract. Therefore, your contract -- your clients had no contract right to the property. They didn't have a lien on the property as a vendor. They didn't own the property because Eastwood owned it.
So once the contract was extinguished,

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they had no right to do two things. They had no right to file a lis pendens. They had no right to file a lawsuit. And so that's -- that's -- again, these are kind of getting into legal arguments, which I'm not really here for, but that's my opinion.
Q. Got it.
A. And I'll also say this just to follow up on that. You know, if anywhere in paragraph 26 it said in seller's, you know, reasonable judgment or seller's judgment without sole or if it said here, you know, with buyer's agreement to seller's judgment or something like that, maybe somebody could argue about what bona fide dispute means. But that provision did not give any buyer the ability to question the way that Eastwood in its sole judgment interprets what that means.
And so I just want to make very clear that's why it was written this way. It's also written prior to closing so that we didn't show up -- you know, like the scenario you talked about, show up to closing and they deliver you a letter.
So to infer otherwise somehow the buyer has some ability or authority under this

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paragraph to interpret what the words bona fide dispute means has to ignore seller's sole judgment, which I don't think -- and my position is that there's no way that that is even legally possible for anyone to do.

Q. Is it your testimony that the phrase in seller's sole judgment allows Eastwood Homes to redefine the term -- or define the term dispute any way it wants?

A. No, because I explained earlier bona fide dispute, the reason it's in there is for a benefit because if a sales agent came in and said, hey, we want to -- I want to terminate this contract because this person is African American or Asian or whatever, which would violate Fair Housing, that would not be a bona fide dispute because it'd be in violation of the Fair Housing laws. So it's not a situation where that language doesn't have meaning, but that language has meaning as to Eastwood as the seller in its judgment.

The buyer's judgment -- there's nowhere a grant of buyer's judgment anywhere in paragraph 26 for a very specific reason. It's not -- Eastwood's the one that owns the property,

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that has taken the financial risk, is the one that has to perform a whole laundry list of things from getting the project prepared all the way through closing. And if something comes up where, you know, there's a bona fide issue, then that's why it's only the seller who has the ability to make that decision.

And the buyer has no role in the interpretation of whether a dispute is bona fide or not bona fide or partially bona fide or whatever. It's not written that way, and that was not ever the intention if anyone suggested it was.

Q. Does a court have any role in determining whether a bona fide dispute existed?

A. If they follow the contract in seller's sole judgment, then yes, their determination that it is Eastwood's sole judgment is certainly something that they're capable of doing.

Q. Do you believe a court has the authority to rule on what the term dispute means as it's used in paragraph 26? Put aside this judgment issue for a second.

A. I don't want to speculate what a court thinks its authority is or isn't. I don't know.

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I'm suggesting that the contract was written in a way where the only judgment as to whether a bona fide dispute existed was -- the seller's only role was to determine whether it existed. The buyer didn't have any judgment and wasn't allowed any judgment as to whether bona fide dispute existed under paragraph 26. It doesn't exist. The wording's not here.

Q. You used the term a minute ago slander of title; is that correct?

A. Correct.

Q. Are you familiar with the Pond Place Partners case in South Carolina?

A. I haven't read it lately.

Q. Are you familiar with the fact that it stands for the proposition that the filing of a lis pendens is absolutely privileged in South Carolina for a claim of slander of title?

A. Not if a slander of title -- there was no authority to file a lis pendens under the statute. That's not what that case suggests, but again, I'll leave that to the attorneys to argue that.

Q. Okay. Has Eastwood Homes considered assigning its malpractice claims against Weeks &

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Irvine to anybody?

A. No, we have not.

Q. Okay. Is Eastwood Homes in default on its mortgage with Fifth Third Bank?

A. There is no mortgage at Fifth Third Bank.

Q. Is there any mortgage on the portions of Phase 4 that have not been previously sold to other homebuyers?

A. I think the ten homebuyers may have mortgages, but the rest of the property, there is no mortgage. Eastwood Homes is unsecured under its senior security credit line.

Q. Okay. All right. I'm pulling up the discovery responses in this case. This is Plaintiffs' Exhibit 18.

(Exhibit No. 18 marked for identification.)

Q. I'm looking at Eastwood's response to question number two, which essentially is us asking Eastwood to identify witnesses in this case regarding this matter. And number -- I'm sorry, letter E is Derek Dean. He's been disclosed as a witness in this case.

A. Correct.

Q. And the last sentence here says, Mr. Dean would be characterized as an expert for defendant's purposes in this matter.

Do you see that?

A. I do.

Q. Has Mr. Dean been retained by Eastwood as an expert witness in this case?

A. Not retained. But obviously in our conversations, he acknowledged that he may have to testify if this matter were to, you know, go to trial. And he would be an expert as to the issues as it relates to homeowners' associations and supplemental declarations as an attorney that practices pretty heavily in this area.

Q. And has there been any discussions between Eastwood and Mr. Dean regarding the expert testimony component of his testimony?

A. Not specifically, other than the acknowledgment that that may need to occur potentially at some later point.

Q. Okay.

A. My understanding, in talking to Derek Dean, is he's also, you know, had conversations with the plaintiffs' attorneys here, you and your co-counsel, you know, and kind of made the same

indication, so...

Q. Does Eastwood intend to use anybody from Weeks & Irvine as a witness in this case?

A. I don't know. That's Ward's call, not mine. I rely upon him to make those decisions.

Q. Okay. Same question for CAM Management, LLC.

A. Again, I'll rely upon Ward to decide how he wants to prosecute this case.

Q. Okay.

MR. APPEL: All right. I believe that does it. Thank you, Allen, for your time this afternoon.

THE WITNESS: Sure.

MR. BRADLEY: I don't have any questions to ask him, Ross.

MR. APPEL: Okay.

MR. BRADLEY: I do have one thing I want to discuss with you before we go if you have a minute.

(The deposition was concluded at 4:02 p.m.)

CERTIFICATE

I, Paula Maxwell, Notary Public at Large, do hereby certify that the witness in the foregoing deposition was duly sworn to testify to the truth, the whole truth and nothing but the truth in the within-entitled cause; that said deposition took place virtually via video conference. The testimony of the witness and all objections made at the time of the examination were recorded stenographically by me and were thereafter transcribed by computer-aided transcription. The foregoing is a full, complete and true record of the testimony of the witness and of all objections made at the time of the examination.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal on June 1, 2022.

PAULA MAXWELL
My Commission expires
November 3, 2031

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STATE OF SOUTH CAROLINA COUNTY OF CHARLESTON	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT
Ralph Dawkins and Michelle Dawkins, Marcel Franquelin and Patricia Franquelin, Michael A. Martin and Adriana S. Izquierdo-Martin, Louis Glavinos and Kimberly Glavinos, Daniel J. O'Grady and Kaitlyn C. Grigoleit, Christopher M. Rayburn and LaShonda K. Jones Rayburn, Morris K. White and Rebecca A. White, and Patrick K. Daly and Brenda Daly, Plaintiffs, vs. Eastwood Homes of Columbia, LLC d/b/a Eastwood Homes; Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes; Eastwood Construction, LLC, Defendants.	CASE NO. 2021-CP-10-2629 CASE NO. 2021-CP-10-2631 CASE NO. 2021-CP-10-2633 CASE NO. 2021-CP-10-2637 CASE NO. 2021-CP-10-2935 CASE NO. 2021-CP-10-2944 CASE NO. 2021-CP-10-2945 CASE NO. 2021-CP-10-3012 **AFFIDAVIT OF DION MATHENEY**

1. My name is Dion Matheney. I am over the age of eighteen and otherwise qualified to give sworn testimony in court.

2. I am employed by Eastwood Construction Partners, LLC dba Eastwood Homes as the Charleston Area Division President.

3. As set forth in the complaints, the parties entered into contracts to construct houses for the Plaintiffs. Paragraph 26 of these contracts reads as follows:

> **Seller Option to Cancel Prior to Closing:** If for any reason, a bona fide dispute should arise between the Buyer and Seller, in Seller's sole judgment, prior to Closing, and if such bona fide dispute cannot be resolved to their mutual satisfaction then Seller at its sole option may terminate this Agreement by written notice to the Buyer prior to Closing. If Seller terminates this Agreement, Seller shall return to Buyer all deposits whether refundable or not, and pay the Buyer an additional amount of $100.00, as

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liquidated damages in the event the Seller cancellation constitutes a default under this agreement. Buyer agrees that such sum is a fair determination of Buyer's damages in the event such cancellation constitutes a default by the Seller hereunder, being that actual damages are difficult to assess. Buyer shall have no other rights or remedies should the Seller exercise such right of cancellation prior to closing.

4. Pursuant to Paragraph 26 and prior to closing, Eastwood, as the Seller, exercised its option to cancel, in its sole judgment in accordance with paragraph 26. Eastwood refunded all deposits to the Plaintiffs with an additional amount of $100 as liquidated damages as set forth in the contracts.

5. In particular, one of the reasons for Eastwood's cancelation of the contracts was it advertised as part of each sale for each phase 4 property in the larger Swygert's Landing community, that its customers would have access to the Swygert's Landing community pool and other amenities and common areas (which areas would be maintained as a shared expense of the larger Swygert's Landing Community Phases 1, 2, 3 and 4 property owners through authority granted by duly recorded covenants and restrictions for phase 4 of the Swygert's Landing neighborhood, *which phase 4 covenants and restrictions were never recorded due to legal errors*. Eastwood cannot continue to sell lots and homes in this development until the recording of the covenants and restrictions is corrected to annex phase 4 into the community. In addition, agreements must be made with the Phases 1, 2 and 3 Homeowner's Association Board of Directors regarding amenities and membership accorded to the homes and lots at issue in phase 4. The Plaintiffs' dispute that such phase 4 recorded covenants and restrictions granting access to the community amenities and rights of community membership are required, which Eastwood, as the Seller, disputes, in its sole discretion. The parties further dispute whether the Contract provides the Plaintiffs any rights to file a lis pendens or seek remedies like specific performance which do not exist in the Contract as a Buyer remedy.

FURTHER AFFIANT SAYETH NAUGHT.

Dion Matheney

SWORN to before me this 25
day of January, 2022

Notary Public for Berkeley South Carolina
My Commission Expires: 24 Jun 24

WENDY HAGER
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
JUNE
24,
2024

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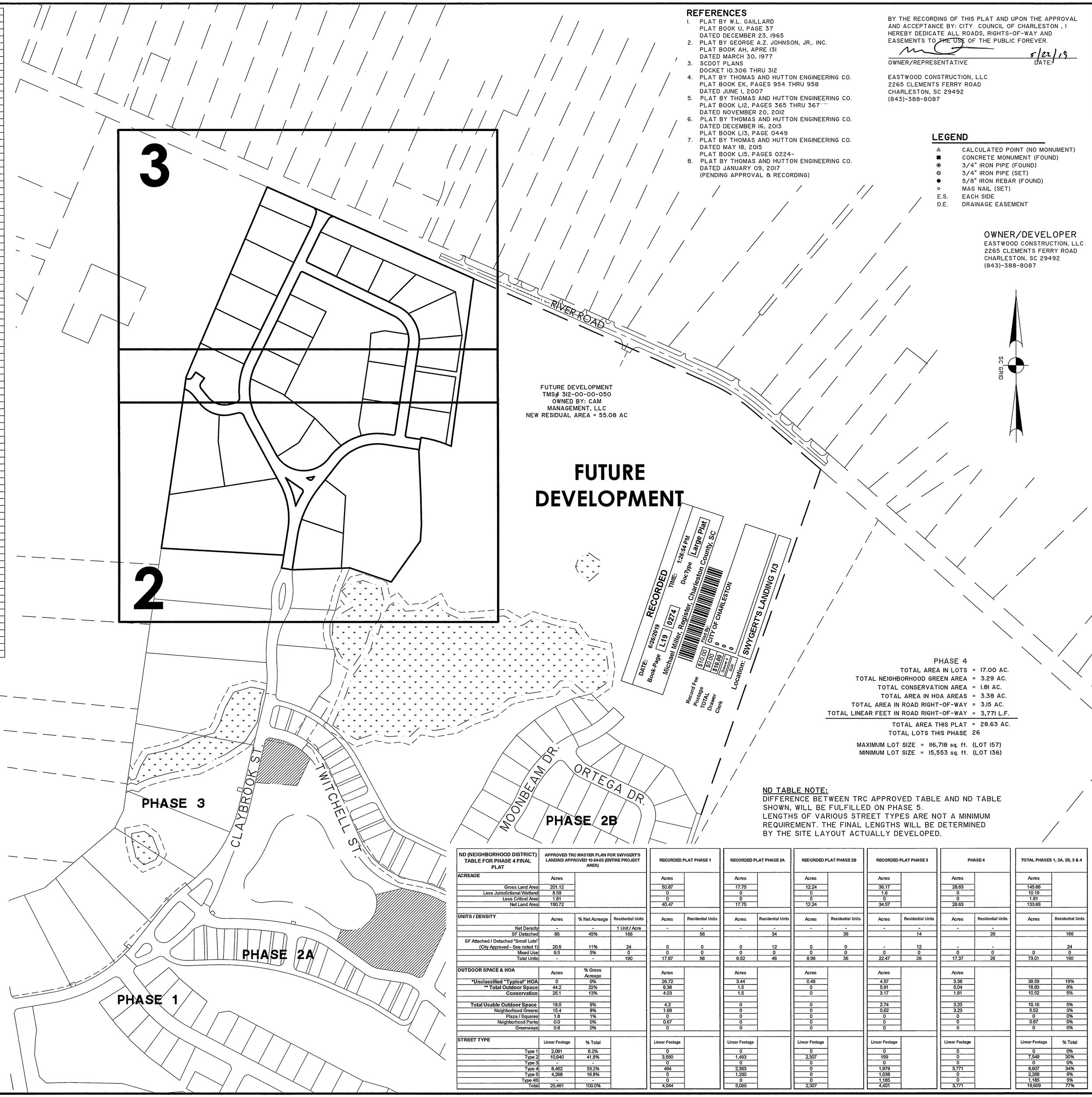
Exhibit 1

C:\Swygert\Revfiles\DWG\Plats\1434313-Properties\Grading 4 Plat.dwg - July 22, 2019 - 1:33:57 AM

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LINE TABLE		
LINE	BEARING	LENGTH
L1	N 79°58'21" W	20.10'
L2	N 79°58'21" W	4.53'
L3	N 79°58'21" W	18.26'
L4	N 08°56'34" E	23.44'
L5	N 08°20'09" E	20.41'
L6	N 08°20'09" E	20.27'
L7	N 08°20'09" E	6.05'
L8	S 65°53'49" E	46.53'
L9	S 65°53'49" E	45.59'
L10	S 08°39'21" W	7.50'
L11	S 08°39'21" W	20.00'
L12	S 08°39'21" W	20.00'
L13	S 08°39'21" W	7.50'
L14	N 08°56'34" E	14.96'
L15	N 08°56'34" E	22.07'
L16	N 38°07'36" E	10.12'
L17	N 34°49'52" E	56.00'
L18	N 34°49'52" E	24.09'
L19	S 55°10'08" E	20.00'
L20	S 55°10'08" E	20.00'
L21	S 34°49'52" W	24.08'
L22	S 54°45'22" E	76.57'
L23	N 71°14'00" E	50.22'
L24	N 00°32'19" E	32.86'
L25	S 38°07'36" W	15.01'
L26	N 54°45'22" W	13.55'
L27	N 13°13'41" W	41.72'
L28	N 08°39'21" E	37.06'
L29	N 79°37'21" E	53.86'
L30	S 52°57'24" E	10.18'
L31	S 74°49'49" E	11.53'
L32	S 15°10'11" W	14.38'
L33	N 74°49'49" W	8.72'
L34	N 08°08'38" E	200.68'
L35	S 86°00'21" E	8.48'
L36	S 71°20'46" E	164.34'
L37	S 71°20'46" E	62.38'
L38	S 18°39'14" W	30.00'
L39	N 71°20'46" W	54.16'
L40	N 71°20'46" W	172.56'
L41	S 28°41'15" E	6.90'
L42	S 42°31'36" W	34.05'
L43	S 42°31'36" W	63.91'
L44	S 51°39'34" E	28.98'
L45	S 38°07'36" W	20.00'
L46	N 51°39'36" W	47.47'
L47	S 07°55'10" W	44.67'
L48	S 07°55'10" W	57.42'
L49	N 83°15'19" W	20.00'
L50	N 07°55'03" E	51.39'
L51	N 07°55'03" E	51.37'
L52	N 35°17'06" E	29.99'
L53	N 57°46'18" E	25.06'
L54	S 56°30'23" E	16.79'
L55	S 24°39'43" E	6.05'
L56	S 34°24'04" W	25.44'
L57	S 83°37'42" E	47.94'
L58	S 01°21'33" E	8.13'
L59	N 77°33'14" W	28.73'
L60	S 79°19'49" E	53.94'
L61	S 03°58'36" W	7.69'
L62	S 16°08'45" W	9.18'
L63	N 68°11'36" W	25.80'
L64	N 73°06'23" W	36.18'
L65	S 79°17'19" E	34.29'
L66	S 53°32'17" E	8.53'
L67	S 47°45'43" W	16.77'
L68	S 70°33'30" W	21.08'
L69	N 55°29'11" W	49.73'
L70	N 63°04'33" E	15.20'
L71	S 26°55'27" E	20.00'
L72	N 63°04'33" E	3.50'
L73	S 63°04'33" W	10.96'
L74	N 28°27'33" W	260.71'
L75	S 86°28'18" W	70.72'
L76	S 09°37'11" W	2.07'
L77	N 80°22'49" W	20.00'
L78	N 09°37'11" E	10.42'
L79	S 10°36'24" W	23.99'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	192.00'	26.56'	N 12°54'02" E	26.54'	7°55'32"
C2	452.61'	22.16'	N 67°22'51" W	22.16'	2°48'18"
C3	452.61'	98.03'	N 74°59'18" W	97.84'	12°24'35"
C4	300.00'	23.91'	N 06°39'33" E	23.91'	4°34'01"
C5	212.00'	38.98'	N 14°12'55" E	38.92'	10°32'03"
C6	425.00'	215.74'	N 23°29'05" E	213.43'	29°05'03"
C7	300.00'	194.56'	N 09°38'11" W	191.17'	37°09'30"
C8	212.00'	224.33'	N 68°20'29" E	214.01'	60°37'45"
C9	425.00'	1.17'	S 81°15'54" E	1.17'	0°09'29"
C10	140.00'	277.96'	N 85°05'40" W	234.50'	113°45'27"
C11	250.00'	64.91'	N 20°46'38" W	64.73'	14°52'37"
C12	100.00'	112.65'	N 71°03'57" W	106.79'	64°32'45"
C13	100.00'	28.58'	N 46°58'51" W	28.48'	16°22'34"
C14	100.00'	28.42'	N 63°18'37" W	28.32'	16°16'57"
C15	250.00'	171.48'	N 06°18'40" E	168.14'	39°17'59"
C16	125.00'	158.60'	S 27°41'29" E	148.17'	72°41'42"
C17	280.00'	181.59'	N 09°38'11" W	178.42'	37°09'30"
C18	270.00'	32.75'	N 24°44'28" W	32.73'	6°56'56"
C19	20.00'	28.65'	N 62°18'10" W	26.26'	82°04'19"
C20	120.00'	48.08'	S 88°08'26" W	47.76'	22°57'31"
C21	120.00'	87.10'	N 59°35'11" W	85.20'	41°35'14"
C22	80.00'	41.98'	N 53°49'34" W	41.50'	30°04'00"
C23	120.00'	4.88'	S 72°00'09" E	4.88'	2°19'48"
C24	17.00'	22.05'	N 71°59'48" E	20.54'	74°19'53"
C25	17.00'	21.84'	S 01°59'51" E	20.37'	73°37'26"
C26	80.00'	90.12'	S 71°03'57" E	85.43'	64°32'45"
C27	20.00'	28.65'	N 35°37'31" E	26.26'	82°04'19"
C28	270.00'	130.40'	N 08°25'30" E	129.13'	27°40'15"
C29	270.00'	17.44'	N 24°06'39" E	17.44'	3°42'02"
C30	7.00'	11.00'	S 19°02'20" E	9.90'	90°00'00"
C31	145.00'	48.56'	S 54°26'43" E	48.33'	19°11'15"
C32	145.00'	109.63'	S 23°11'29" E	107.04'	43°19'12"
C33	145.00'	25.78'	S 03°33'44" W	25.75'	10°11'15"
C34	7.00'	11.00'	S 36°20'39" E	9.90'	90°00'00"
C35	445.00'	1.17'	S 81°16'07" E	1.17'	0°09'04"
C36	405.00'	1.17'	N 81°15'40" W	1.17'	0°09'57"
C37	192.00'	203.17'	S 68°20'29" W	193.82'	60°37'45"
C38	405.00'	136.94'	S 28°20'25" W	136.29'	19°22'23"
C39	405.00'	68.64'	S 13°47'54" W	68.56'	9°42'40"
C40	280.00'	24.30'	S 06°27'24" W	24.29'	4°58'19"
C41	10.00'	15.05'	S 81°38'47" E	13.67'	86°13'10"
C42	445.00'	58.41'	S 27°42'12" W	58.37'	7°31'13"
C43	309.50'	106.15'	N 18°23'24" W	105.63'	19°39'05"
C44	7.00'	10.66'	S 81°38'07" W	9.66'	87°13'02"
C45	148.00'	30.40'	N 79°44'12" E	30.35'	11°46'14"
C46	120.00'	228.73'	N 87°22'06" W	195.64'	109°12'35"
C47	120.00'	9.53'	N 30°29'22" W	9.52'	4°32'53"
C48	230.00'	160.14'	N 08°16'11" W	156.92'	39°53'31"
C49	230.00'	57.34'	N 18°49'07" E	57.19'	14°17'05"
C50	7.00'	11.00'	N 70°57'40" E	9.90'	90°00'00"
C51	105.00'	94.70'	S 38°12'06" E	91.52'	51°40'28"
C52	105.00'	38.52'	S 01°51'16" E	38.31'	21°01'14"
C53	7.00'	11.00'	S 53°39'25" W	9.90'	90°00'00"
C54	232.00'	98.61'	S 86°28'43" W	97.87'	24°21'16"
C55	232.00'	85.90'	S 63°41'40" W	85.41'	21°12'51"
C56	232.00'	60.98'	S 45°33'25" W	60.81'	15°03'37"
C57	30.00'	42.56'	S 26°07'05" E	39.08'	81°16'42"
C58	30.00'	83.38'	S 65°05'49" E	59.02'	159°14'11"
C59	70.00'	27.08'	N 46°22'00" E	26.91'	22°09'47"
C60	35.00'	15.86'	S 69°29'13" E	15.72'	25°57'39"
C61	35.00'	19.45'	S 40°35'03" E	19.20'	31°50'40"
C62	35.00'	36.08'	S 04°52'11" W	34.50'	59°03'48"
C63	15.00'	33.14'	S 28°53'44" E	26.80'	126°35'37"
C64	35.00'	49.72'	S 42°56'05" E	45.64'	81°23'14"
C65	34.88'	63.79'	N 50°09'06" E	55.26'	104°47'04"
C66	14.50'	43.03'	S 17°25'45" W	28.89'	170°02'09"
C67	35.00'	47.63'	S 40°20'41" E	44.04'	77°58'16"
C68	35.00'	58.44'	S 63°58'35" W	51.88'	95°39'39"
C69	14.50'	47.12'	S 13°48'10" W	28.96'	186°10'57"
C70	32.00'	56.58'	S 02°53'11" E	49.49'	101°17'59"
C71	32.00'	44.23'	S 87°21'30" W	40.79'	79°11'35"
C72	32.00'	65.40'	S 68°24'29" W	54.60'	117°05'37"
C73	37.00'	39.20'	S 40°12'35" W	37.39'	60°41'49"
C74	40.00'	13.32'	S 80°05'52" W	13.26'	19°04'46"
C75	40.00'	41.07'	N 26°04'31" W	39.29'	58°49'21"
C76	80.00'	30.25'	N 49°37'30" W	30.07'	21°39'51"
C77	17.00'	11.08'	N 89°30'21" W	10.88'	37°20'12"
C78	145.00'	10.51'	S 42°46'31" E	10.51'	4°09'08"
C79	50.65'	32.02'	N 79°46'24" E	31.49'	36°13'13"
C80	80.00'	48.04'	S 55°59'46" E	47.32'	34°24'24"
C81	50.00'	18.25'	N 50°16'22" W	18.15'	20°55'05"
C82	50.00'	57.72'	N 06°44'35" W	54.57'	66°08'30"
C83	20.00'	31.54'	N 18°52'20" W	28.37'	90°22'00"
C84	50.65'	48.00'	N 36°53'24" W	46.22'	54°17'52"
C85	50.00'	104.57'	S 14°04'21" W	86.53'	119°49'59"
C86	20.00'	24.55'	S 38°49'42" W	23.03'	70°19'18"
C87	20.00'	29.68'	S 23°23'22" E	27.03'	85°00'55"
C88	20.00'	28.38'	N 73°27'12" E	26.06'	81°17'57"
C89	70.00'	12.73'	N 72°12'13" W	12.72'	10°25'24"
C90	90.00'	12.66'	S 74°19'53" E	12.65'	8°03'29"
C91	309.50'	12.01'	S 27°06'13" E	12.01'	2°13'27"
C92	232.00'	26.33'	N 84°35'44" W	26.32'	6°30'10"



NOTES

1. TAX MAP NO. (PARENT TRACT): 312-00-00-050
2. ACCORDING TO F.I.R.M. MAP NO. 45019C, PANEL 0489J, COMMUNITY NO. 455413, REVISED 11/17/04, THE PROPERTY SHOWN ON THIS PLAT IS LOCATED IN FLOOD HAZARD ZONE AS EL. 11.
3. COORDINATES AND DIRECTIONS SHOWN ON THIS SURVEY ARE BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM (NAD83). DISTANCES SHOWN ARE GROUND DISTANCES, NOT GRID DISTANCES
4. THIS SURVEY IS VALID ONLY IF THE PRINT OF SAME HAS THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE LAND SURVEYOR.
5. A TITLE SEARCH WAS NOT PERFORMED BY THOMAS & HUTTON ENGINEERING COMPANY AT THE TIME OF THIS SURVEY.
6. THE PROPERTY PLATTED HEREON IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.
7. OWNERSHIP AND MAINTENANCE RESPONSIBILITIES OF ALL OUTDOOR SPACE AND AREAS LABELED AS "HOA" ARE THAT OF THE HOME OWNERS ASSOCIATION. ALL OUTDOOR SPACE AND HOA AREAS ARE HEREBY DEDICATED TO THE HOME OWNERS ASSOCIATION.
8. SEE SHEET 1 FOR LINE AND CURVE DATA.
9. ALL OPEN SPACE IMPROVEMENTS MUST BE SHOWN ON THE CONSTRUCTION DOCUMENTS AND ALL IMPROVEMENTS MUST BE COMPLETED PRIOR TO RECORDING THE PHASE 4 FINAL PLAT.
10. 10' GENERAL UTILITY EASEMENT AND GRAND TREE PROTECTION ZONES STILL APPLY AND UTILITIES ARE NOT TO ENCROACH WITHIN THESE ZONES UNLESS APPROVED BY THE CITY OF CHARLESTON.
11. THE WETLANDS SHOWN HEREON WERE LOCATED USING GPS TECHNOLOGY. THIS IS AN ACCURATE REPRESENTATION OF THE DELINEATED AND FLAGGED LINES AND MEETS OR EXCEEDS THE ALLOWABLE POSITIONAL TOLERANCE BY THE NATIONAL MAP ACCURACY STANDARDS. THESE WETLANDS MAY BE UNDER THE JURISDICTION AND PERMITTING AUTHORITY OF THE U.S. ARMY CORPS OF ENGINEERS AND/OR S.C. OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT SAC# 2013-00167-2JY.
12. THE PUBLIC DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO AND MAINTENANCE OF THE STORM WATER SYSTEM.
13. THE ACCESS EASEMENTS SHOWN ARE DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO THE STORM WATER MANAGEMENT FACILITY. THE LONG-TERM MAINTENANCE AND OPERATION OF THE STORM WATER MANAGEMENT FACILITY IS THE RESPONSIBILITY OF THE OWNER(S) OF THE PARCEL(S) OR TO THE PROPERTY OWNERS ASSOCIATION (P.O.A.)/HOME OWNERS ASSOCIATION (H.O.A.) AND SHALL BE COMPLETED IN ACCORDANCE WITH THE COVENANTS FOR PERMANENT MAINTENANCE OF STORM WATER FACILITIES COMPLETED FOR THIS SUBDIVISION.
14. SEWER SERVICE WILL BE PROVIDED BY COMMISSIONER OF PUBLIC WORKS (CITY OF CHARLESTON).
15. WATER SERVICE WILL BE PROVIDED BY ST. JOHNS WATER COMPANY.
16. THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO THE H.O.A. FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER FACILITIES WITHIN THE PRIVATE DRAINAGE EASEMENTS.
17. ALL OPEN SPACE AREAS SHALL BE RESERVED FOR OPEN SPACE ONLY AND SHALL BE OWNED AND MAINTAINED BY THE HOA UNLESS SPECIFICALLY STATED OTHERWISE.

REFERENCES

1. PLAT BY W.L. GAILLARD PLAT BOOK U, PAGE 37 DATED DECEMBER 23, 1965
2. PLAT BY GEORGE A.Z. JOHNSON, JR,. INC. PLAT BOOK AH, APPE (3) DATED MARCH 30, 1977
3. SCDOT PLANS DOCKET 10.306 THRU 312
4. PLAT BY THOMAS AND HUTTON ENGINEERING CO. PLAT BOOK EK, PAGES 954 THRU 958 DATED JUNE 1, 2007
5. PLAT BY THOMAS AND HUTTON ENGINEERING CO. PLAT BOOK L12, PAGES 365 THRU 367 DATED NOVEMBER 20, 2012
6. PLAT BY THOMAS AND HUTTON ENGINEERING CO. DATED DECEMBER 16, 2013 PLAT BOOK L13, PAGE 0449
7. PLAT BY THOMAS AND HUTTON ENGINEERING CO. DATED MAY 18, 2015 PLAT BOOK L15, PAGES 0224-
8. PLAT BY THOMAS AND HUTTON ENGINEERING CO. DATED JANUARY 09, 2017 (PENDING APPROVAL & RECORDING)

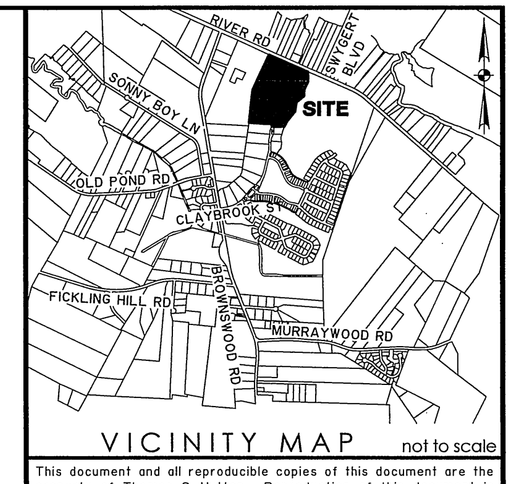
BY THE RECORDING OF THIS PLAT AND UPON THE APPROVAL AND ACCEPTANCE BY: CITY COUNCIL OF CHARLESTON , I HEREBY DEDICATE ALL ROADS, RIGHTS-OF-WAY AND EASEMENTS TO THE USE OF THE PUBLIC FOREVER.

OWNER/REPRESENTATIVE — DATE: 5/22/19

EASTWOOD CONSTRUCTION, LLC
2265 CLEMENTS FERRY ROAD
CHARLESTON, SC 29492
(843)-388-8087

LEGEND

△	CALCULATED POINT (NO MONUMENT)
■	CONCRETE MONUMENT (FOUND)
⊕	3/4" IRON PIPE (FOUND)
⊙	3/4" IRON PIPE (SET)
●	5/8" IRON REBAR (FOUND)
○	MAG NAIL (SET)
E.S.	EACH SIDE
D.E.	DRAINAGE EASEMENT



VICINITY MAP not to scale

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OWNER/DEVELOPER

EASTWOOD CONSTRUCTION, LLC
2265 CLEMENTS FERRY ROAD
CHARLESTON, SC 29492
(843)-388-8087

PLANNING USE ONLY

ENGINEERING DIVISION
CITY OF CHARLESTON

DATE PLAT APPROVED 6.25.19

APPROVED BY CITY ENGINEER

APPROVED BY: FOR CITY ENGINEER

SOUTH CAROLINA — THOMAS & HUTTON ENGINEERING CO. — No. C00285 — CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA — PROFESSIONAL — No. 10292 — LAND SURVEYOR — F. ELLIOTTE QUINN III

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

PHASE 4	
TOTAL AREA IN LOTS	= 17.00 AC.
TOTAL NEIGHBORHOOD GREEN AREA	= 3.29 AC.
TOTAL CONSERVATION AREA	= 1.81 AC.
TOTAL AREA IN HOA AREAS	= 3.38 AC.
TOTAL AREA IN ROAD RIGHT-OF-WAY	= 3.15 AC.
TOTAL LINEAR FEET IN ROAD RIGHT-OF-WAY	= 3,771 L.F.
TOTAL AREA THIS PLAT	= 28.63 AC.
TOTAL LOTS THIS PHASE	26
MAXIMUM LOT SIZE	= 116,718 sq. ft. (LOT 157)
MINIMUM LOT SIZE	= 15,553 sq. ft. (LOT 136)

ND TABLE NOTE:
DIFFERENCE BETWEEN TRC APPROVED TABLE AND ND TABLE SHOWN, WILL BE FULFILLED ON PHASE 5. LENGTHS OF VARIOUS STREET TYPES ARE NOT A MINIMUM REQUIREMENT. THE FINAL LENGTHS WILL BE DETERMINED BY THE SITE LAYOUT ACTUALLY DEVELOPED.

FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING

PREPARED FOR EASTWOOD CONSTRUCTION, LLC

JOHNS ISLAND, CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

No.	Revision	By	Date

ND (NEIGHBORHOOD DISTRICT) TABLE FOR PHASE 4 FINAL PLAT	APPROVED TRC MASTER PLAN FOR SWYGERT'S LANDING APPROVED 10-24-16 (ENTIRE PROJECT AREA)		RECORDED PLAT PHASE 1		RECORDED PLAT PHASE 2A		RECORDED PLAT PHASE 2B		RECORDED PLAT PHASE 3		PHASE 4		TOTAL PHASES 1, 2A, 2B, 3 & 4	
ACREAGE	Acres		Acres		Acres		Acres		Acres		Acres		Acres	
Gross Land Area	201.12		50.87		17.75		12.24		36.17		28.63		145.66	
Less Jurisdictional Wetland	8.59		0		0		0		1.6		0		10.19	
Less Critical Area	1.81		0		0		0		0		0		1.81	
Net Land Area	190.72		40.47		17.75		12.24		34.57		28.63		133.66	
UNITS / DENSITY	Acres	% Net Acreage	Residential Units		Residential Units		Residential Units		Residential Units		Residential Units		Residential Units	
Net Density	-	-	1 Unit / Acre	-	-	-	-	-	-	-	-	-	-	-
SF Detached	85	45%	166	-	56	-	34	-	36	-	14	-	26	166
SF Attached / Detached "Small Lots" (City Approved - See note 11)	20.5	11%	24	0	0	0	12	0	0	-	12	-	0	24
Mixed Use	9.5	5%	0	0	0	0	0	0	0	0	0	0	0	0
Total Units	-	-	190	17.67	56	6.52	46	8.98	36	22.47	26	17.37	26	190
OUTDOOR SPACE & HOA	Acres	% Gross Acreage		Acres		Acres		Acres		Acres		Acres		Acres	
*Unclassified "Typical" HOA	0	0%		26.72		3.44		0.48		4.57		3.38		38.59	19%
** Total Outdoor Space	44.2	22%		6.38		1.5		0		5.91		5.04		18.83	9%
Conservation	26.1	13%		4.03		1.5		0		3.17		1.81		10.50	5%
Total Usable Outdoor Space	18.0	9%		4.2		0		0		2.74		3.23		10.16	5%
Neighborhood Greens	15.4	8%		1.68		0		0		0.62		3.23		5.52	3%
Plaza / Squares	1.8	1%		0		0		0		0		0		0	0%
Neighborhood Parks	0.0	0%		0.67		0		0		0		0		0.67	0%
Greenways	0.8	0%		0		0		0		0		0		0	0%
STREET TYPE	Linear Footage	% Total		Linear Footage		Linear Footage		Linear Footage		Linear Footage		Linear Footage		Linear Footage	% Total
Type 1	2,091	8.2%		0		0		0		0		0		0	0%
Type 2	10,640	41.8%		3,550		1,493		2,307		199		0		7,549	30%
Type 3	0	-		0		0		0		0		0		0	0%
Type 4	8,462	33.2%		494		2,393		0		1,979		3,771		8,607	34%
Type 5	4,268	16.8%		0		1,230		0		1,038		0		2,268	9%
Type 4B	-	-		0		0		0		1,185		0		1,185	5%
Total	25,461	100.0%		4,044		5,066		2,307		4,401		3,771		19,609	77%

THOMAS & HUTTON
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682 Johnnie Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203
www.thomasandhutton.com

200 0 200 400
1 INCH = 200 FEET

plat	drawn	reviewed	field	crew
05/21/19	sjc	feq		

job 16634.0013

O:\Engineer\Swygert\Civil\Plats\MAS03\Swygert-Ph4-Plat-Reg - May 22, 2019 - 3:33:27 AM

MATCH LINE SHEET 3
MATCH LINE SHEET 2

GLASSON ST.
(40' PUBLIC R/W) (TYPE 4)

TEBALT DRIVE
(40' PUBLIC R/W) (TYPE 4)

SARNOFF ST.
(40' PUBLIC R/W) (TYPE 4)

CLAYBROOK ST.
(NEW VARIABLE WIDTH PUBLIC R/W) (TYPE 4)

LOT 154
31,605 sq. ft.
0.73 acres

LOT 147
19,230 sq. ft.
0.44 acres
#2920

LOT 148
39,094 sq. ft.
0.90 acres
#2908

LOT 149
24,774 sq. ft.
0.57 acres

LOT 156
40,663 sq. ft.
0.93 acres

LOT 155
56,913 sq. ft.
1.31 acres
#1105

LOT 157
116,718 sq. ft.
2.68 acres

LOT 158
2872 CLAYBROOK ST.
TMS# 312-00-00-887
CAM MANAGEMENT, LLC
P.B. L15, Pg. 0224-0228

LOT 133
21,543 sq. ft.
0.50 acres
#2885

LOT 132
29,555 sq. ft.
0.68 acres
#2879

LOT 131
2873 CLAYBROOK ST.
TMS# 312-00-00-886
CAM MANAGEMENT, LLC
P.B. L15, Pg. 0224-0228

LOT 143
20,948 sq. ft.
0.48 acres
#1107

LOT 142
17,827 sq. ft.
0.41 acres
#1101

LOT 141
18,120 sq. ft.
0.42 acres

LOT 140
22,050 sq. ft.
0.51 acres
#1108

LOT 139
19,367 sq. ft.
0.45 acres
#1114

HOA #52
144,107 sq. ft.
3.31 AC.

HOA #54
& VARIABLE WIDTH G.U.E.
194 sq. ft.
0.01 AC.

HOA #53
2,401 sq. ft.
0.06 AC.

HOA #49

NEW VARIABLE WIDTH PRIVATE /POA/HOA DRAINAGE EASEMENT AND CITY OF CHARLESTON ACCESS EASEMENT

NEW 24' CITY OF CHARLESTON DRAINAGE EASEMENT

NEW 28' CITY OF CHARLESTON DRAINAGE EASEMENT

NEW 20' CITY OF CHARLESTON DRAINAGE EASEMENT

NEW 20' CITY OF CHARLESTON DRAINAGE CORRIDOR & PEDESTRIAN ACCESS WAY

NEW VARIABLE WIDTH CITY OF CHARLESTON DRAINAGE EASEMENT

NEW 30' CITY OF CHARLESTON DRAINAGE EASEMENT

NEW VARIABLE WIDTH PRIVATE /POA/HOA DRAINAGE EASEMENT AND CITY OF CHARLESTON ACCESS EASEMENT

NEIGHBORHOOD GREEN #6
143,341 sq. ft.
3.29 AC.

PROPOSED TOP OF WATER 4.8'

PROPOSED TOP OF BANK

VARIABLE WIDTH G.U.E.

20' G.U.E.

10' G.U.E. (TYP.)

20' X 40' TEMPORARY TURN AROUND HEREBY ABANDONED

EX. 40' DRAINAGE EASEMENT (20' E.S.) (P.B. AH, PG. 131)

EX. 25' WETLAND BUFFER

EX. 20' D.E.

25' WETLAND BUFFER

FUTURE DEVELOPMENT
TMS# 312-00-00-050
OWNED BY: CAM MANAGEMENT, LLC
NEW RESIDUAL AREA = 55.08 AC

755 BROWNSWOOD RD.
TMS# 312-00-00-056
L & M FAMILY ASSOCIATES, INC.
D.B. L357, Pg. 399

831 BROWNSWOOD RD.
TMS# 312-00-00-053
MARK O. SWAIN
P.B. AT, Pg. 67

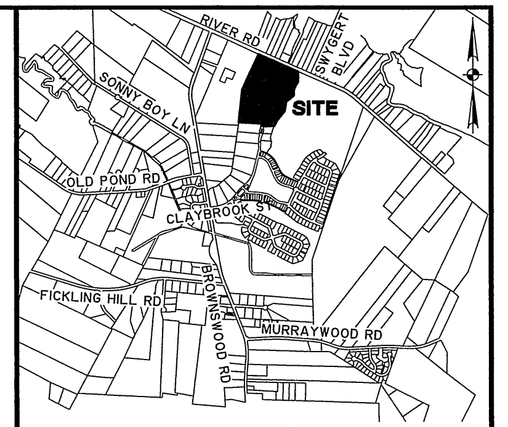
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E: 2,286,693.7

SC GRID

LEGEND

- △ CALCULATED POINT (NO MONUMENT)
- ■ CONCRETE MONUMENT (FOUND)
- ◉ 3/4" IRON PIPE (FOUND)
- ○ 3/4" IRON PIPE (SET)
- ● 5/8" IRON REBAR (FOUND)
- ◦ MAG NAIL (SET)
- E.S. EACH SIDE
- D.E. DRAINAGE EASEMENT

NOTE:
SEE SHEET 1 FOR NOTES, REFERENCES, LINE AND CURVE DATA.



VICINITY MAP not to scale

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ENGINEERING DIVISION
CITY OF CHARLESTON

DATE PLAT APPROVED 6.25.19

APPROVED BY CITY ENGINEER

APPROVED BY:
FOR CITY ENGINEER

RECORDED

DATE: 6/26/2019 TIME: 1:27:07 PM
Book-Page L19 0275 DocType Large Plat
Michael Miller, Register, Charleston County, SC

Filed By:

Record Fee	$10.00	CITY OF CHARLESTON
Postage	$0.00	0
TOTAL	$10.00	0
Drawer	Drawer 4	0
Clerk	SUW	

Location: SWYGERT'S LANDING 2/3

SOUTH CAROLINA
THOMAS & HUTTON ENGINEERING CO.
No. C00285
CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA
PROFESSIONAL
10292
LAND SURVEYOR
F. ELLIOTTE QUINN III

I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING

PREPARED FOR
EASTWOOD CONSTRUCTION, LLC

JOHNS ISLAND, CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

No.	Revision	By	Date

THOMAS & HUTTON
Engineering | Surveying | Planning | GIS | Consulting
682 Johnnie Dodds Blvd., Suite 100
PO Box 1522
Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203
www.thomasandhutton.com

50 0 50 100
1 INCH = 50 FEET

plat	drawn	reviewed	field	crew
05/21/19	sjc	feq		

job 16634.0013 SHEET 2 OF 3

ROA 000498

O:\Wygert-Riverview-SWVO\Fish\16634013\engr\Recording Files\Dwg - May 23, 2019 - 3:33:37 AM

LEGEND

- △ CALCULATED POINT (NO MONUMENT)
- ■ CONCRETE MONUMENT (FOUND)
- ◉ 3/4" IRON PIPE (FOUND)
- ⊙ 3/4" IRON PIPE (SET)
- ● 5/8" IRON REBAR (FOUND)
- ○ MAG NAIL (SET)
- E.S. EACH SIDE
- D.E. DRAINAGE EASEMENT

GRID SCS

RECORDED
DATE: 6/26/2019 TIME: 1:27:17 PM
Book-Page L19 0276 DocType Large Plat
Michael Miller, Register, Charleston County, SC
Filed By: CITY OF CHARLESTON

Record Fee	$10.00	0
Postage	$0.00	0
TOTAL	$10.00	0
Drawer	Drawer 4	
Clerk	SW	

Location: SWYGERT'S LANDING 3/3

755 BROWNSWOOD RD.
TMS# 312-00-00-056
L & M FAMILY ASSOCIATES, INC.
D.B. L357, Pg. 399

1152 RIVER RD.
TMS# 312-00-00-194
L & M FAMILY ASSOCIATES, INC.
P.B. DA, Pg. 622
D.B. L357, Pg. 399

RIVER ROAD 66' PUBLIC R/W (S-54)

EX. 75' TYPE G LANDSCAPE BUFFER

EX. 40' DRAINAGE EASEMENT (20' E.S.) (P.B. AH, PG. 131)

SARNOFF ST. (40' PUBLIC R/W) (TYPE 4)

TEBALT DRIVE (40' PUBLIC R/W) (TYPE 4)

GLASSON ST. (40' PUBLIC R/W) (TYPE 4)

CONSERVATION AREA #7 15,919 sq. ft. 0.37 AC.

CONSERVATION AREA #8 62,522 sq. ft. 1.44 AC.

HOA #52 144,107 sq. ft. 3.31 AC.

LOT 150 30,818 sq. ft. 0.71 acres #2943

LOT 151 29,574 sq. ft. 0.68 acres #2937

LOT 152 28,492 sq. ft. 0.65 acres #2931

LOT 153 27,414 sq. ft. 0.63 acres #2923

LOT 154 31,605 sq. ft. 0.73 acres

LOT 145 17,249 sq. ft. 0.40 acres #2932

LOT 146 18,028 sq. ft. 0.41 acres #2926

LOT 147 19,230 sq. ft. 0.44 acres #2920

LOT 134 16,935 sq. ft. 0.39 acres

LOT 135 18,073 sq. ft. 0.42 acres #1138

LOT 136 15,553 sq. ft. 0.36 acres #1132

LOT 137 18,548 sq. ft. 0.43 acres #1126

LOT 138 23,853 sq. ft. 0.55 acres #1120

LOT 139 19,367 sq. ft. 0.45 acres #1114

LOT 144 17,603 sq. ft. 0.40 acres #1113

LOT 143 20,948 sq. ft. 0.48 acres #1107

LOT 140 22,050 sq. ft. 0.51 acres #1108

NEW VARIABLE WIDTH CITY OF CHARLESTON DRAINAGE EASEMENT

NEW 26' CITY OF CHARLESTON DRAINAGE EASEMENT

NEW 24' CITY OF CHARLESTON DRAINAGE EASEMENT

NEW 20' CITY OF CHARLESTON DRAINAGE EASEMENT

NEW 28' CITY OF CHARLESTON DRAINAGE EASEMENT

NEW VARIABLE WIDTH PRIVATE /POA/HOA DRAINAGE EASEMENT AND CITY OF CHARLESTON ACCESS EASEMENT

NEW 20' CITY OF CHARLESTON DRAINAGE CORRIDOR & PEDESTRIAN ACCESS WAY

PROPOSED TOP OF WATER 4.8'

PROPOSED TOP OF BANK

10' G.U.E. (TYP.)

15' G.U.E.

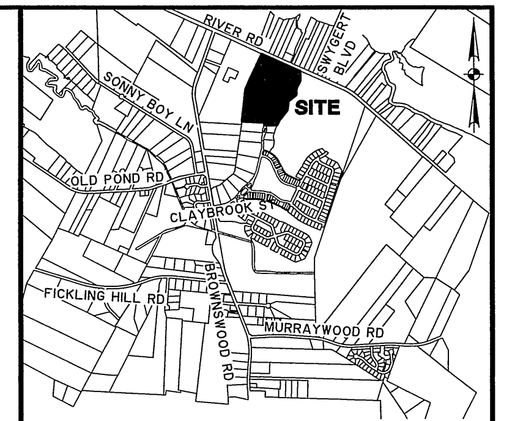
20' G.U.E.

15'X15' G.U.E.

FUTURE DEVELOPMENT
TMS# 312-00-00-050
OWNED BY: CAM MANAGEMENT, LLC
NEW RESIDUAL AREA = 55.08 AC

MATCH LINE SHEET 3
MATCH LINE SHEET 2

NOTE:
SEE SHEET 1 FOR NOTES, REFERENCES, LINE AND CURVE DATA.



VICINITY MAP not to scale

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PLANNING USE ONLY

ENGINEERING DIVISION
CITY OF CHARLESTON

DATE PLAT APPROVED 6.25.19

APPROVED BY CITY ENGINEER

APPROVED BY FOR CITY ENGINEER

SOUTH CAROLINA THOMAS & HUTTON ENGINEERING CO. No. C00285 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL SURVEYOR 10292 F. ELLIOTTE QUINN III

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F. ELLIOTTE QUINN III
SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR
LICENSE NO. 10292

FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING

PREPARED FOR EASTWOOD CONSTRUCTION, LLC

JOHNS ISLAND, CITY OF CHARLESTON
CHARLESTON COUNTY, SOUTH CAROLINA

No.	Revision	By	Date

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Mt. Pleasant, SC 29465-1522
p 843.849.0200 f 843.849.0203
www.thomasandhutton.com

50 0 50 100
1 INCH = 50 FEET

plat	drawn	reviewed	field	crew
05/21/19	sjc	feq		

job 16634.0013 SHEET 3 OF 3

RCA 0006949

Exhibit 2

EASTWOOD HOMES

Division: 35/Charleston

Payee: Marcel and Patricia Franquelin

Address: 10 New Turkey Island Dr.

City Monmouth Junction **State** NJ **Zip Code** 08852

Purpose of Check: Cancelling

Sub/Lot/Blk	Department	Account No.	Amount
SY 143		8310	14321
SY 143		1040	100

Total $ 14421 ~~31,636.00~~

Date of Request

~~2/9/2021~~

6/5/21

Signature of Requestor

Approved By:

EASTWOOD HOMES

ADDENDUM TO CONTRACT BETWEEN

Marcel Franquelin, Patricia Franquelin, Buyer

And

SY - Swygerts Landing, Seller

Print Date: 04/28/2021

Contract Approval Date: 09/17/2020

Community: SY - Swygerts Landing **Section/Phase:** Phase 1

Plan/Elevation Name: 5090 Vanderhorst Elevation C

Lot #: 143 **Block:** 01

Address 1107 Tebalt Dr.

Lot Swing: RIGHT

Change Order 2

Deleted Options

Option Code	Description	Cash/Fin	Unit Price	Qty	Extended Amt
DMP___AA	Outdoor Living Package	F	[redacted]		

Change Order Price Summary:

Total Price of Options

Old Sales Price

New Sales Price [redacted]

~ I have carefully reviewed my selections on the Eastwood Homes Change Order.

~ I agree that if specific selections are not available, I will promptly make another selection or Eastwood Homes reserves the right to select a similar design or color for me.

~ I further understand that the options offered in the Eastwood Homes Design Center are subject to change at any time, and that any options that are introduced in the future may not be available to me.

~ I (Purchaser) have 7 days after initial contract submission to make changes without a change fee. A request for change can be made, prior to requesting a building permit, but will be assessed a Change Order fee of $250 plus the cost of the change.

Buyer	DocuSigned by: 2C6FE6D51955493...	4/28/2021	Buyer	DocuSigned by: Patricia Franquelin EB47B3FB7A0C4C2...	4/28/2021
		Date			Date
Sales Representative		Date	Seller	DocuSigned by: Mac Smith 187E69DDC8224F0...	4/29/2021
					Date

Sales Agent: Melissa Guggisberg

Buyer Email: marcelfineart@mac.com

CoBuyer Email: patfranquelin@comcast.net

Realtor Email: jan@snookandassociates.com

Lender Email:

PROCESSED 4-29-21 BZM

ROA 000652

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

Lot/Block 143
Subdivision Swygerts Landing

Eastwood Homes New Home Purchase Agreement

THIS CONTRACT, made and entered into this **September 09, 2020** between Eastwood Homes (herein referred to as Seller) and **Marcel Franquelin, Patricia Franquelin** hereinafter called Buyer(s). This Agreement cannot be assigned or transferred without the written consent of Seller. The date of sale is the date that Buyer(s) signed this agreement.

WITNESSETH:

That the parties hereto, in exchange for the mutual covenants herein contained, contract and agree with the other as follows:

1. **The Property**: Seller shall sell to Buyer and Buyer shall purchase from Seller all that parcel of land located in **Charleston** County, **SC** known as Lot **143** in **Swygerts Landing** Subdivision which Seller agrees to construct a house as shown on a map or plat thereof which is recorded in the Register of Deeds/Mesne Conveyances/Clerk of Court's Office, according to the Seller's plans and specifications. Seller covenants with Buyer that said plans and specifications meet FHA/VA/HUD requirements for a loan thereon, house to be completed according to said specifications and closed following final inspection (if applicable). The Plan Number/Name is **5090 VanderhorstElevation C** and is built at street address **1107 Tebalt Dr. Johns Island SC29455**together with all improvements thereon and appurtenances thereto (collectively, the "Property").

2. **Authority**: If two or more persons are named as Buyers within this Agreement herein, and after both Buyers execute this New Home Purchase Agreement, any one of them is thereafter authorized to act as agent for the other, with the right and authority to bind all persons named as Buyer, including in modifications to this Agreement and all subsequent Addendums thereto. Hence, the term 'Buyer' shall have the same meaning as 'Buyers' (plural) throughout this Agreement.

3. **Recorded Map Review:** Buyer has reviewed the recorded plat map for The Property; which shows page and plat book number **TMS#312-02-00-097**

4. **Cooperating Broker/Agent:** This New Home Purchase Agreement has __X__ has not _____ been executed with a licensed Realtor in accordance with Eastwood Homes' Cooperating Broker Policy. All Eastwood Homes Sales Specialists ("Sales Representative(s)") are Employees of the Seller and only represent Eastwood Homes' interests. If Buyer has a Realtor agent representing his/her/their interests in this New Home Purchase the Buyer agrees to the following: The Buyer agency form will be signed prior to the original Purchase Agreement, which will detail the cooperating Broker/Agent's name, office, license number and contact information and the Realtor Compensation Addendum will be completed to disclose all compensation to be paid Buyer's agent at closing. Eastwood Homes does not offer Buyer's agents. Furthermore, Sales Representatives, who are compensated by Seller, are required to provide Seller with important Buyer information (i.e. personal, financial or other information) that would assist Seller in the sale of the Property.

5. **Occupancy Disclosure:**

__X__ Buyer agrees that the Property is being purchased as a principal occupancy for a primary residence. Buyer also agrees the Property is not being purchased for rental purposes and that no such indicator such as "for rent" signage may be placed upon the Property or advertised within twelve (12) months after closing. Buyer understands that Seller has entered into this agreement on the basis of this representation and this provision survives the closing.

_____ Buyer is purchasing this home as a non-owner occupied and/or investment property and Seller agrees that there will be no holding period placed on the Property. In order to exercise this option a $_____earnest money binder must accompany this Agreement. With investment property, Buyer is aware that Seller will only respond to warranty concerns communicated by the title owners of the home.

6. **No Other Contracts or Documents**: Seller and Buyer agree that all contracts for the purchase of an Eastwood Home must be issued by Eastwood Homes. No other contracts or documents will be accepted, unless they are issued by Eastwood Homes. All correspondence will be facilitated through your Eastwood Homes New Home Specialist (Sales Representative). Buyer is prohibited from recording this Agreement or similar memorandum or pleading, and any attempted recordation shall

Seller DS DM DS DS PF

be declared, at Seller's option, a default by Buyer entitling Seller to exercise all of its remedies at law and/or equity.

7. **No Oral Commitments:** ALL statements or representations for which the Seller is to be responsible MUST be in writing within the Eastwood Homes New Home Purchase Agreement ("Purchase Agreement") or Addendum thereto, and properly executed by Buyer and Seller. ***Buyer agrees that no Sales Representative or other Seller agent has the authority to make any statements which would modify, amend, change, alter, cancel or supplement this written Purchase Agreement or Addendum(s) thereto, unless statements are in writing and properly executed by Buyer and Seller.***

8. **Materials Used and Selected:** Buyer agrees that all materials used in the construction of said house upon the above-described real property, shall be chosen from the Seller's suppliers. Seller reserves the right to substitute "like kind" materials at its sole discretion. Color and other design selections, where applicable, must be completed within ten (10) calendar days of date of sale and within normal business hours. No changes can be made to color selections once signed without a $250.00 nonrefundable change order processing fee. If selections are not completed, Seller may proceed with their own color selections. No changes can be made to the house after ten (10) calendar days after date of sale.

The Parties further agree Seller makes no representation or warranty to Buyer, beyond providing a municipally issued certificate of occupancy certifying each home as acceptable for habitation by each municipality, regarding the existence, presence or absence, of any radon, formaldehyde, toxic materials, hazardous materials or any other substance within any home, water supply, or on any property which is regulated, in whole or in part, by the Occupational Safety and Health Administration or other state or federal agency.

9. **Lot Premiums and Community Development:** Some of the properties in this community have lot premiums set by Seller. Premiums are determined by a variety of factors and generally define the desirability of a particular lot when compared to other lots in the community or in a geographic area. Premiums do not necessarily indicate a lot with a better view, privacy, topography, lot size or that has any other distinguishing feature. If Buyer purchases a lot perceived as having privacy or a desirable view, Buyer is aware that the privacy or view from the desired lot today is not guaranteed and Seller makes no representations or warranties about the scope or extent of any view or privacy now or in the future. Buyer understands that existing views or privacy may be altered or impaired by future construction by Seller, by other developers, by growth of vegetation and/or trees, by fences and/or by other factors not presently known. Further, Property adjacent to or surrounding the Buyer's Property, which is not owned by Seller, is understood to not be within Seller's control. In addition, the materials, features and amenities described and depicted in the marketing and promotion materials observed by or furnished to Buyer(s) are based upon current development plans, which are subject to change without notice. No guarantee is made that features amenities and facilities depicted by renderings or other description will be provided, or if provided, will be of the same type, size or nature as described.

10. **Plans, Drawings, Renderings, Website:** Buyer understands and agrees that the size of the Property, the location of sidewalks and driveways, landscaping, drainage patterns, topography, and other similar characteristics will differ from the model home plans, sales brochures, drawings, renderings or any website which Buyer may have examined. Total square footage and/or room size(s) may vary from renderings, sales brochures, blue prints or model home plans. Purchase price may vary depending on lot selection, floor plan selection, options or other Buyer requests. Seller owns all intellectual property rights for its plans, drawings, renderings, name, logo, website and other advertising, and no license is granted or conveyed to Buyer by this Agreement for use of Seller intellectual property. All homes are available on an equal opportunity basis.

11. **Seller Paid Closing Costs, Concessions, Prepaids and Prorations:** Buyer agrees to use best efforts to procure a loan or perform a cash closing to purchase the Property within the agreed time frames and consistent with this Agreement's requirements. Seller and Lender will pay, as separate consideration for waiver of paragraph 30 warranties, up to **0.00** from Seller and/or lender toward the following closing costs associated with closing a first mortgage only, *provided Buyer utilizes a Seller approved or preferred lender and Seller's designated attorney.* These approved closing costs include loan origination, underwriting and/or processing fee(s), appraisal, credit report, buy down funds and sales price concessions, flood certification, attorney's fee(s), title and recording fee(s), title binder and insurance, courier fees, survey, and state tax/stamp fees/tax impounds/Grantor/Grantee taxes.

Buyer will pay all prepaids, FHA insurance premium, VA funding fees, private mortgage insurance and discount points, if required by the loan. Taxes are prorated as of date of closing. Buyer agrees to pay all state tax/stamp fees/Grantor/Grantee taxes. Buyer agrees to reimburse or pay Seller for costs of the survey which is provided to Buyer at closing, and which shall

Seller DS DM DS DS PF

enable Buyer to obtain title insurance. Seller, in its sole discretion, may approve application of closing cost assistance to Buyer identified closing costs, prepaids, HOA fees and other closing expenses. At and after closing, Buyer is responsible for Homeowners Association ("HOA") dues and capitalization fees. Such fees are paid at closing, where applicable. Estimated HOA Dues are ***$77.09****per month and the estimated Capitalization Fee is* ***$1,250.00****. HOA operations and services are provided by a third party which Eastwood Homes does not own/operate; therefore, HOA fees may change without notice and Buyer holds Seller harmless regarding estimated HOA and Capitalization fees.*

12. **Binder Payment:** Buyer agrees to pay to the Seller the sum of **$5,000** as a non-refundable binder/earnest money deposit ("Binder"), and an additional non-refundable deposit of on or before and to be applied to the purchase price of **$578,305** of the hereinbefore described real property and the improvements constructed thereon, plus any additions for change orders as may be shown on any addendum which may be attached. Binder money will be placed in an interest-bearing escrow account and Eastwood Homes will retain all interest earned. Cash will not be accepted.

In the event Buyer has not paid the binder funds specified in this paragraph, or in any binder Addendum(s) attached hereto, within thirty (30) days from the date of sale, and/or within thirty (30) days from the date of executed binder Addendum(s), or, Buyer has not provided reasonable written evidence within thirty (30) days from contract to Seller from Buyer's lender evidencing Buyer's ability to borrow sufficient funds or proof of funds to close the sale of house and lot, that in either event, the Seller has certain rights. Seller shall have the absolute right to: 1) cancel this contract and retain earnest monies; or 2) maintain the contract in full force and effect and increase the purchase price of the house and lot one percent (1%), or, 3) maintain the contract in full force and effect and increase the purchase price of the house and lot to that which Eastwood Homes is charging for a comparable house and lot on the thirtieth (30th) day after the date of sale and/or within thirty (30) days from the date of executed binder addendum, or, 4) Seller can assess late fees to Buyer of $100.00 per day, and in which case an Interest Carry Addendum will be executed and agreed anticipated Interest Carry Costs will be paid to Seller, which payment are nonrefundable and are not part of the purchase price.

Binder, and other transaction monies paid, are nonrefundable upon Buyer, or Buyer's agent, furnishing a lender preapproval letter (or other evidence of financing acceptable to Seller) to Seller. Upon Seller's receipt of the Buyer's lender's preapproval letter Seller shall, in reliance upon Buyer's compliance with all preapproval letter or financing terms, begin or continue construction of Buyer's home and add Buyer selected options to the home as contracted for. The Seller, in addition to the binder money, shall retain the right to pursue all other remedies in law and equity for noncompliance with paragraphs 12 and 13.

13. **Buyer's Loan Application and Approval:** Buyer will make an application for a loan **within five (5) days**. ***Buyer will take no action after the signing of the contract to not make loan application or act in any way which will impair Buyer's ability to qualify for and obtain a CASH loan.*** Any such action shall constitute a material breach of this contract and a forfeiture of all binder monies paid. Buyer authorizes Seller a limited power of attorney to obtain continuing updates from Buyer's lender and loan officer ("lender representatives") regarding Buyer's loan application and Buyer's progress towards satisfaction of all loan conditions to enable Buyer to close by the Closing Date. Buyer expressly authorizes Seller to communicate with Buyer's lender representatives to effectuate the limited power of attorney granted without need for further authorization being provided to lender representatives. Seller agrees to convey the property described above to the Buyer upon the closing of the loan and the payment of the purchase price as described herein. Time is of the essence in this contract. Conveyance shall be by Special Warranty Deed. Closing shall be upon completion, which is estimated by Seller to be on or about **180 Days from Start of Construction**.

14. **Design Center/Selection Appointments:** Buyer agrees to schedule an appointment with the Seller's Design and Selection Representative within seven (7) calendar days of date of sale. In the event Buyer does not schedule or attend this appointment, Seller at its sole discretion may terminate this Agreement and retain any binder monies held or Seller shall select from its list of standard options. Buyer agree he/she/they shall be required to provide additional nonrefundable deposits in accordance with the Design Center Addendum.

15. **Pre-Closing Orientation:** The pre-closing orientation date and time will be arranged for Buyer and must take place with the Buyer and Eastwood Homes' Builder. All construction meetings and walk-through orientations must be scheduled and take place during normal business hours. Buyer agrees that under no circumstance shall construction of the home stop due to Buyer's inability to attend any construction meetings, orientations or pre-closing appointment(s).

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16. **Access to Property Before Closing:** Buyer shall be provided access to the property only with prior reasonable notice to their New Home Sales Specialist or Builder and only when accompanied by an authorized representative of Eastwood Homes. Buyer otherwise is prohibited access of any type prior to closing. Buyer realizes and acknowledges that entry upon the Property prior to closing can be dangerous and that hazards may exist which are not observable; Buyer waives any and all claims against Seller for injury or loss to person or property and Buyer shall hold harmless and indemnify Seller from and against injury, loss, damage or expense to any person or to any Property arising out of any entry on the property prior to closing. Buyer may not perform or contract any work to be performed on the property for any reason until after closing. Only the Seller is authorized to alter, change, or construct on the Property until the closing occurs.

17. **Date and Conditions of Closing:** Upon completion by the Seller as required by this contract, the Buyer will close the purchase. **Any other closing dates in this contract are for the purpose of estimated dates only.** Failure by the Buyer to close the purchase shall constitute a default under the terms of this Agreement and shall result in the Seller declaring the Buyer in default and authorizes Seller to exercise all remedies available at law or equity.

Closing dates and times will be established by the Eastwood Homes Closing Coordinator. Seller will provide advance notice of the closing date to Buyer, however, once a time and date have been set Seller will not be able to make any changes. In the event the closing date is missed due to inability to obtain financing or otherwise on the Buyer's behalf, Seller shall have the absolute right to avail itself of paragraph 12 rights regarding cancellation, purchase price increases, or late fees

Closing will occur at the following approved attorney's office: **Weeks & Irvine, LLC 567 Crowfield Boulevard Goose Creek, SC 29445**

Electric, gas and water utilities ("utilities") will be set by Eastwood Homes. Buyer shall have utility services transferred to his/her/their name no later than the day after closing. Eastwood assumes no responsibility for interrupted service if the agreed transfer does not occur as agreed.

The proration of property taxes will be based on the actual taxes from the previous year on the above referenced property and will usually be provided by the governing municipal entity. The parties acknowledge that the prior year tax rolls may include the property within a larger tract of land, in which case the individual lot value must be prorated from the tax value applicable to the larger tract. The Closing Attorney and Buyer's Lender ("Closing Staff"), pursuant to lending regulations, are required to obtain tax information at least a week in advance of closing. Accordingly, the undersigned hereby agree that the prorations of taxes on the Closing Disclosure and/or settlement statement are final, even in the rare instance where a governing municipal entity provides incorrect tax proration information or provides for reassessment, revaluation, or makes tax changes which were not available to Closing Staff at the time of closing and even where Closing Staff could have used a different methodology to prorate taxes. Buyer understands that certain municipal entities require an application be completed to receive reduced tax treatment for newly purchased property. Failure to apply for reduced tax treatment after closing may increase escrows and taxes due. Buyer further understands that certain municipalities require an application to be submitted by Buyer to obtain a more favorable tax treatment for the property from the municipality. Please inquire with Closing Staff regarding the application process that applies for your property.

At closing Buyer will receive a survey. If that survey demonstrates the community developer or Seller previously installed a fence, retaining wall or other fixture which adjoins or extends from any adjacent property onto Buyer(s) property, Buyer(s) understand and agree that Buyer(s) may have a shared responsibility to maintain, care for, and share in any cost of future replacement. Accordingly, any questions regarding the contents of the survey should be addressed to the Closing Attorney.

18. **Seller's Right to Cure**: Buyer agrees to provide Seller with five (5) business days' notice, in writing and prior to the established closing date, of any alleged defects or perceived violation by Seller of this Agreement. Seller shall have ten (10) calendar days to cure the perceived defect or violation prior to closing, and Buyer agrees the closing date will accordingly be adjusted in the sole discretion of Seller. If Buyer fails to abide by this section Seller shall have the right to exercise all remedies as detailed in paragraph 17.

19. **Closing Attorney:** The closing will be at the office of the Seller approved closing attorney(s). If the Buyer desires to employ an attorney to represent his/her interests, he/she may do so at his/her own expense. However, in all instances, the

Seller DS DM DS DS PF

closing will occur at the office of Seller's attorney.

20. **Termite Treatment Certification:** Seller agrees to furnish proof to Buyer by letter from a licensed pest control firm that the foundation/house has been treated for termites and other wood destroying organisms.

21. **Affiliated Business Disclosure:** Buyer acknowledges receipt of a copy of a Notice required by the Federal Real Estate Settlement Procedures Act and Regulation X (RESPA Notice) disclosing Eastwood Homes' interest in a title insurance agency, Cardinal Title Center, LLC and the existence of a preferred lender relationship (only applicable for federally-backed mortgage loans requiring a Settlement Statement or Closing Disclosure).

22. **Affiliated Business Election:** Buyer understands and requests the following (check all applicable):

- [X] Buyer requests that title insurance business be referred to Cardinal Title Center, LLC,and/ or Investors Title and the closing attorney be notified accordingly. Buyer requests title insurance reissue credit at closing. Buyer understands that Buyer can contact Cardinal Title Center, LLC at 1-866-772-2297 or Investors Title at 770-781-3000 to obtain or provide additional information concerning title insurance. Buyer further understands that the Lender, if any, requires mortgage loan title insurance and the Lender's policy does not provide Owner's coverage to protect Buyer's equity. Buyer requests Owner's coverage for the purchase price amount.

- [ ] Buyer requests my title insurance business be referred to _____Please instruct the closing attorney accordingly.

- [ ] Buyer requests that the lending business to be referred to Seller's approved or preferred lender(s) and that the closing attorney be notified accordingly. Information regarding Seller's preferred lender(s) is/are available from a Sales Representative.

23. **Documents Expressly Made Part of Contract:** Buyer acknowledges receipt of certain documents, either at or after date of sale, which are properly executed by the Seller and Buyer, which include, but are not limited to, detailing standard specifications, riders, contingencies, and other addendums ("documents"); all of which may be added during construction, and contain other contractual obligations which are incorporated herein by reference and are expressly made a part of this contract.

24. **Entire Agreement of Buyer and Seller:** The parties acknowledge and agree this contract and any properly executed documents attached hereto or attached at a later date, shall represent the entire agreement with respect to its contents and that all prior agreements and correspondence between the parties are totally superseded by the contents hereof, nor may the contents of any prior draft or agreement or other correspondence be used to interpret the intention of the parties with respect to the terms and conditions herein contained. This contract can only be modified in writing, signed and dated by both Buyer and authorized agent of Seller.

25. **Buyer in Default; Seller Remedies:** Buyer(s) shall be in default if Buyer(s) fail to make full and timely settlement under the terms and conditions set out in this contract. In the event of default the binder money may be retained by the Seller as liquidated damages and not as a penalty, in which event Buyer and Seller shall be relieved from further liability under this contract. In the alternative, and in Seller's sole discretion, Seller may retain the binder as payment of damages and pursue such other and further legal and/or equitable remedies the Seller may have by reason of the Buyer's breach or default. In the event of a breach of this Agreement by Seller, Buyer may recover the deposit, however, in no event will Seller be liable for consequential damages or for damages or delays and Buyer hereby releases and waives any claims for such damages.

Buyer acknowledges and agrees that Seller will utilize Seller's standard construction and contract administration processes and procedures in constructing the property and in otherwise performing this New Home Purchase Agreement, including Seller providing notices by email to Buyer. ***The Seller's process may include completion of a prequalification form with a Seller approved lender which Seller will evaluate to confirm Buyer(s) ability to close on the Property*** Buyer(s) agree that he/she/they shall be in default of this Agreement if Buyer engages in specific acts or a course of dealing which materially disrupts Seller's standard and customary construction and contract administration processes and procedures, which includes the Buyer, without limitation: failing to make choices or take other actions required of Buyer within indicated

Seller DS DM DS PF

time frames; refusing to work with designated Seller representatives to accomplish certain aspects of the Agreement, interfering with Seller and Seller's agents performance of the Agreement, engaging in an abusive, harassing, threatening or in an otherwise offensive manner towards Seller and/or Seller's agents, unreasonably withholding acceptance or approval of work which complies with plans and specifications, or any other acts which have the affect of delaying construction, increasing Seller's cost of performance or otherwise unreasonably impeding Seller's performance.

26. **Seller Option to Cancel Prior to Closing:** If for any reason, a bona fide dispute should arise between the Buyer and Seller, in Seller's sole judgment, prior to Closing, and if such bona fide dispute cannot be resolved to their mutual satisfaction then Seller at its sole option may terminate this Agreement by written notice to the Buyer prior to Closing. If Seller terminates this Agreement, Seller shall return to Buyer all deposits, whether refundable or not, and pay the Buyer an additional amount of $100.00, as liquidated damages in the event the Seller cancellation constitutes a default under this agreement. Buyer agrees that such sum is a fair determination of Buyer's damages in the event such cancellation constitutes a default by the Seller hereunder, being that actual damages are difficult to assess. Buyer shall have no other rights or remedies should the Seller exercise such right of cancellation prior to closing.

27. **Notice of Warranty Requests; Dispute Resolution Where Seller Does Not Cancel Prior to Closing; Social Media; Marketing Authorization:** Eastwood Homes reputation for excellence has been hard-earned over decades of quality homebuilding and includes providing every homeowner a home warranty and a reliable home warranty process. With the advent of social media home warranty claims are sometimes made outside the Eastwood Homes warranty process, which complicates Seller's ability to provide follow-up service. Accordingly, any warranty claim or dispute between the parties remains confidential and is hereafter not subject to disclosure other than between the parties. Buyers (and Buyer's agents) therefore agree they shall not make or encourage others to make any public statement, through any medium (including Facebook, Yelp, Twitter, or other social media sites whether existing at the time of contract or not) that is intended to, or reasonably could be foreseen to, be false, misleading, libelous or defamatory or be an unauthorized use of Eastwood Homes intellectual property, seek a non-contracted for benefit or otherwise be designed to falsely embarrass, criticize, malign, harass or be otherwise obscene, vulgar or inappropriate regarding Eastwood Homes or its employees. Eastwood Homes has specifically negotiated this provision and has further developed rules of use for various social mediums and its website designed to encourage constructive feedback by its valued customers. To effectuate this section, Seller is hereby authorized by Buyer, and Buyer hereby grants to Seller, an irrevocable limited power of attorney which survives closing which authorizes Seller to remove, or require removal, of content posted in violation of this section from any source, provider, ISP, or social media or website. Further, many states request or require parties to take preliminary steps before any claim or controversy proceeds. Towards that end, if any disputes, including within the first year of your warranty, arise prior to, during, or after closing, initial dispute inquiries should be initially directed to the following areas, according to the agreed process:

Step _: For construction and warranty issues Buyer agrees to contact the local Division office *in writing* and identify the construction/warranty issue so the matter can reviewed by Seller, see www.eastwoodhomes.com; and

Step 2: For any further matters in which Buyer is unsatisfied, Buyer agrees to contact the Eastwood Corporate Office at (704) 399-4663 and request to speak with the claims administration representative prior to taking any action or making any claim.

Buyer hereby grant to Eastwood Homes or its authorized agents irrevocable authority to utilize our name(s), photograph, likeness, voice, biographical and personal background information, statements or related Buyer-related marketing materials in any medium or embodiment now known or hereafter developed as Eastwood Homes may deem appropriate from time to time, all without additional compensation or notice to me.

28. **Risk of Loss:** If Between the date of this Agreement and the Closing, the house is damaged by fire, natural disaster or other causality, the risk of loss to the home is assumed by the Seller, but without any obligation to repair or replace the same, except if the Seller elects to repair or replace the improvements. If Seller so elects to repair or replace the improvements, this Agreement shall remain in full force and effect and Seller shall be given a reasonable amount of time within to complete such repairs and replacements. If Seller elects not to repair or replace such improvements, Seller shall give written notice to the Buyer and this agreement shall be deemed canceled and Seller shall refund all deposits.

29. **Home and Consumer Product Warranties:** Prior to Buyer's closing, Buyer agrees he/she/they has/have been given and has/have read the Eastwood Homes Warranty Program's new home warranty booklet ("Home Warranty") that governs

Seller DS DM DS DS PF

Buyer's rights regarding warranty coverage. Seller and Buyer agree to be bound by all of the terms, conditions and exclusions of the Home Warranty. Buyer understands the Home Warranty is not an insurance policy and Buyer waives for him/herself, and/ or on behalf of anyone acquiring rights through Buyer, all subrogation or other rights for claims for repair or loss against Seller. The Home Warranty automatically transfers to the subsequent owner of the home; however such transfer does not extend any warranty coverage period.

Consumer products are excluded from coverage under the Home Warranty and pursuant to the Magnuson-Moss Warranty Act (15 USC § 2301, et seq.) Buyer is hereby assigned by Seller, effective after closing, all rights in any consumer product warranties of any consumer products installed in or upon Buyer's property. Seller shall not be liable for any damage to a consumer product or for any damage caused by a consumer project installed in or upon the property. If the consumer product malfunctions/is defective, Buyer will follow the procedures in the applicable manufacturer's warranty documents.

30. **Waiver of Other Warranties:** TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES SUCH AS WARRANTIES OF QUALITY OR FITNESS FOR USE OR PARTICULAR PURPOSE, HABITABILITY, WARRANTIES OF CONSTRUCTION IN GOOD AND WORKMANLIKE MANNER, AND ALL OTHERS, WITHOUT LIMITATION, ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. IN EXCHANGE FOR THIS AGREEMENT BUYER HAS RECEIVED THE SEPARATE CONSIDERATION IN PARAGRAPH 11.

31. **Privacy Policy and Sharing of Consumer Information**. Eastwood Homes does not collect or retain social security numbers. All other communications or materials you provide to us, whether received online, electronically, in person or otherwise collected by or submitted to us, including any data, questions, comments, suggestions or the like, is, and will be treated as, non-confidential and non-proprietary. Anything you submit, transmit or post becomes the property of Eastwood Homes ("Eastwood") and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, market research, development of prospect lists, project planning, broadcast, posting and marketing, among other things, as permitted by law. We may disclose nonpublic personal information detailed above about you (either as an existing or former customer) to financial service providers affiliated with Eastwood, such as mortgage bankers and insurance agents, retailers and direct marketers, pest control companies, multiple listing service and as part of the closing process. We may also disclose nonpublic personal information about you to nonaffiliated third parties only as required by law (i.e. to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus, if applicable). After closing Eastwood will not share nonpublic information with nonaffiliates except as required by a legal authority, state or federal agency, or by subpoena or other Court order.

32. **Special Provisions (including listing of all Addendums):**

Specifications
RESPA
Option Addendum

Seller DS DM DS DS PF

EXECUTION

By signing below, Buyer and Seller agree to be bound by all of the provisions of the Purchase Agreement. This Purchase Agreement shall not become binding upon Seller unless and until it is signed by the Division President, Vice President of Sales, Sales Manager, or other authorized Officer of Seller. Acceptance and deposit of a check prior to this Purchase Agreement being binding on Seller shall be done solely for the security of such payment. If this Purchase Agreement is not signed within ten (10) business days from the date on page one (1), then Seller can refund any payments made by the Buyer without interest and neither Seller nor Buyer shall have any liability hereunder.

Eastwood Construction Partners, LLC /f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes or Eastwood Homes of Raleigh, LLC or Eastwood Homes of Richmond, LLC or Eastwood Homes of Georgia, LLC & Eastwood Homes of Columbia, LLC or their Affiliates d/b/a Eastwood Homes.

DocuSigned by:
9/15/2020
Date

DocuSigned by:
Patricia Franquelin
9/15/2020
Date

DocuSigned by:
Melissa Guggisberg
9/9/2020
Date

DocuSigned by:
Dion Matheney
9/17/2020
Date

(Valid only when executed by Officer of Corporation)

Rev. 4.17.2020

Seller DS DS DS

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

Realtor Compensation Disclosure Addendum

Contract Date:	September 09, 2020
Buyer Name:	Marcel Franquelin, Patricia Franquelin
Co-Buyer Name:	Patricia Franquelin
Community:	Swygerts Landing
Lot / Block:	143
Realtor Name:	Jan Snook
Realtor License #:	81224
Realtor e-mail:	jan@snookandassociates.com
Brokerage Name:	Keller Williams Charleston MT Pleasant
Brokerage Address:	496 Bramson Court Mount Pleasant, SC 29464

Jan Snookof Keller Williams Charleston MT Pleasant is receiving a commission of **3%** of the purchase price with an additional bonus of $ upon closing of the above mentioned property. Of this amount _____ shall be applied on the Buyer(s) behalf on the closing disclosure as requested by realtor or lender and as approved by Seller, in which case, Broker-In-Charge Authorization is endorsed by signature below.

It is further understood by all parties that the above commission is the total amount that will be paid and represented on the final settlement statement. No portion of the commission or bonus, other than identified above, will be applied on the closing disclosure and there are no other transactions regarding disbursement of these monies for the purchase of this property.

Bonuses are set forth contingent upon the home closing as scheduled. All completed homes must close within 30 days of contract for the bonus to be paid.

This agreement represents the total commission and/or other consideration payable to the undersigned and supersedes any prior written and/or oral agreements, published promotions, MLS and printed marketing pieces in distribution.

DocuSigned by:
Buyer Signature

DocuSigned by: Patricia Franquelin
Co-Buyer Signature

DocuSigned by: Melissa Guggisberg
NHS Signature

DocuSigned by: Jan Snook
Realtor Signature

DocuSigned by: Dion Matheney
Executive Officer

Broker-In-Charge (If required)

(Binding when signed by all parties)

02/18

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

Eastwood Homes Loan Lock Policy

I understand that Eastwood Homes will not be responsible for any loan locks that are done without the written permission from Eastwood Homes Charleston division president. All requests are to be made on this rider following directions listed below. *If you lock a loan in without a signed request from Eastwood Homes, you do so at your own risk.*

Sign below to verify I understand the "loan lock" policy.

x DocuSigned by: _____ / 9/15/2020
2C6F56D51955493...
Buyer Date

x DocuSigned by: Patricia Franquelin 9/15/2020
B47B3FB7A0C4C2...
Buyer Date

x DocuSigned by: Jan Snook / 9/16/2020
Real Estate Agent Date (if applicable)

Loan Lock Request

Today's Date 09/09/2020

Customer Name Marcel Franquelin, Patricia Franquelin

Community/Lot# Swygerts Landing/ 143

Mortgage Company N/A

Lock Term Requested _____ (date lock valid till)

Return Fax Number _____

Eastwood Homes Response

Approved as requested Yes or No

If "no" term approved _____ (date EH will approve)

Signed By/Date _____

Send Request to Eastwoods Main Office @ Fax # (843) – 856 -9167
3/9/2012

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

ACH Binder Money Addendum

Community: **Swygerts Landing** Lot / Block: **143/01**

Buyer(s): **Marcel Franquelin/Patricia Franquelin**

Marcel Franquelin, Patricia Franquelin **Date:** 9/15/2020 Routing# [redacted]
Account#

19 New Turkey Island Drive, Monmouth Junction, NJ 08852

Pay to the Order of: Eastwood Homes $ 5,000

In the amount of: Five Thousand Dollars **Bank Name:** Bank of America

Memo: SY - Swygerts Landing / 143 Signature DocuSigned by: 2C6FE6D51955493...

I agree to an ACH withdrawal from Eastwood Homes as stated above .

DocuSigned by: 2C6FE6D51955493...
Buyer Signature

9/15/2020
Date

DocuSigned by: Patricia Franquelin EB17B3EB7A0C4C2...
Co-Buyer Signature

9/15/2020
Date

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

Appraisal Notice and Addendum

Community: **Swygerts Landing** Lot/Block: **143**

Customer Name: **Marcel Franquelin**

Date: **September 09, 2020**

Background on Appraisals

The value given your home by a home appraisal has changed in recent years due to governmental regulations. These regulations have changed how the home appraisal process works and what can be counted as "value" in your new home appraisal. An appraisers opinion of "Value" is very important because the "Value" provided by the appraiser must meet or exceed the contract purchase price of your new home, to include any options, upgrades or additions, in order for you to receive financing and close. An appraiser is independent and is likely unfamiliar with the home style and community you are purchasing in. If the appraiser is familiar with your community your appraisal should be an easy process; however, if the appraiser is unfamiliar with your community, your home style, or the right "Value" to attach to your options, upgrades and additions, the appraiser may not "value" your home correctly.

For example, Eastwood Homes has observed "comparable" homes that some appraisers choose can create variances in an appraiser's opinion of "Value." Most variances are due to an appraiser not using a correct value for new construction "options," "upgrades," and "additions." Additionally, appraisers do not assign any value to appliances such as refrigerators, washer and dryers, and blinds. Therefore, this disclosure is intended to assist Buyer(s) on how to manage appraisal "Value" during the purchase of your new home. Eastwood Homes has helpful tips, pointers and advice we will share with you throughout the home buying process. Our focus is using our experience to make your home purchase as free of surprises as possible.

Our Appraisal Process is Designed to Help

During the process of selecting your Eastwood Home we will informally evaluate the options, upgrades and additions you select in an effort to determine if there is a potential for any appraisal "Value" issues. If the potential exists we will discuss this with you and propose any combination of the four (4) options as follows:

1. At contract and options selections stage Eastwood Homes will identify, in its sole discretion, if options, upgrades or additions made are in excess of what similar houses recently sold have included, and if your home selections are in excess of what similar houses have included you agree to pay the cost, as an option deposit, for all options which are identified as in excess of what similar homes have included.
2. Continue with the existing selections you have made and, if the appraisal is lower than the sales price, you agree to pay the difference up to the exact amount quoted. Eastwood Homes will not require you to pay any variance beyond the potential shortfall quoted in writing.
3. Delete some specific luxury "LIKE" use options or upgrades that are listed above to meet the quoted exact amount of potential variance and continue with your remaining selections.
4. Prior to placing your home on "start," cancel your contract and receive a full refund of binder funds.

Your Agreement to Work With Us Regarding Appraisals

Buyer(s) acknowledge receipt of the Appraisal Notice and Addendum and agree to cooperate with Eastwood Homes in navigating the Appraisal Process. Buyer(s) agree to collaborate with Eastwood Homes in identifying and completing option(s) designed to increase appraisal values as described within this Disclosure, to include having any lender perform a plans and specifications appraisal. Further, and most importantly, if Eastwood Homes believes the appraisal value will be below the contracted sales price, Buyer(s) agrees to provide an additional nonrefundable option deposit equal to the difference between the sales price and the Eastwood Homes estimated appraised value or Buyer(s) agree to a reduction in closing cost assistance to account for the difference in appraised value - and close as scheduled by Eastwood Homes. On the basis of Buyer(s) promise, upon which Eastwood Homes relies, Eastwood Homes agrees to continue with the construction of Buyer(s) home. Any reappraisal shall be be at Buyer(s) sole financial responsibility. This Agreement in no way modifies the contracted purchase price or otherwise amends any other provision of the Eastwood Homes New Home Purchase Agreement.

Buyer Signature: DocuSigned by: [signature] Date: 9/15/2020

Co-Buyer Signature: DocuSigned by: 2C6FE6D51955493... Patricia Franquelin Date: 9/15/2020

NHS Signature: DocuSigned by: [signature] Date: 9/9/2020

Executive Officer: DocuSigned by: Dion Matheney 0D3525801755430... Date: 9/17/2020

5/2013

Lot/Block 143
Subdivision Swygerts Landing

Amendment to Eastwood Homes New Home Purchase Agreement
Interest Carry and/or Redraw Fees

Buyer(s): **Marcel Franquelin, Patricia Franquelin**

Date of Execution: **September 09, 2020**

Buyer and Seller previously entered into an Agreement, which is referenced, incorporated and attached hereto, (the Eastwood Homes New Home Purchase Agreement) in which Buyer agreed to purchase certain Property from Seller. Seller and Purchaser mutually agree to amend that Agreement as follows:

[X] **EXTENSION OF CLOSING DATE IN EXCHANGE FOR PAYMENT OF NONREFUNDABLE INTEREST CARRY AND/OR REDRAW FEES**

Under Paragraph 17 of the Agreement the closing date was to have occurred on or before tbd 20 tbd. Seller and Buyer mutually agree to amend the Agreement and extend the closing date to on or before tbd 20 tbd. Time is of the essence with respect to the closing date as extended.

Buyer(s) shall pay Seller, as partial consideration for this Amendment, a total nonrefundable Interest Carry of $ 1,000 which shall be effective from the original closing date through and including the extended closing date. Further, at Closing, if any redraw fees are charged, Buyer(s) understand and agree all redraw fees, or similar, are payable solely by Buyer(s) at Closing. If Buyer(s) are unable to close by the extended closing date for any reason, all deposits within the Eastwood New Home Purchase Agreement shall be deemed automatically nonrefundable and payable exclusively to Seller without further need for execution of any Mutual Release or other Agreement(s) by any Party.

[X] **OTHER**

~~Seller only to charge interest carry if buyer changes closing date due to no fault of seller.~~

Except as set forth in this Amendment, all terms and provisions of the original Eastwood Homes New Home Purchase Agreement . @%& / "/) 1 / 8 %8 2&1 7/ + effect.

Buyer DocuSigned by: 2C6FE6D5... DocuSigned by:

Buyer DocuSigned by: Patricia Franquelin EB47B3FB7A0C4C2...

Company Officer Dion Mahoney 0D3525801755430...

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Non-Construction Option Request Addendum

SY - Swygerts Landing

Customer : Marcel Franquelin, Patricia Franquelin
Sales Agent : Melissa Guggisberg
Address : 1107 Tebalt Dr.
Contract Date : 9/9/2020 3:47:03PM
Johns Island, SC 29455
Primary Phone for Contract : 732-289-7337
Floor Plan : 5090 Vanderhorst **Lot :** 143 **Block :** 01
Work Phone :
Elevation: Elevation C
Phase : Phase 1

Incentive Explanation

Stipulation Num	Date Entered	Stipulation Text
1	09/08/2020 12:00AM	Buyer to receive $6,000 towards design credit towards design options at design appointment.

Other

Stipulation Num	Date Entered	Stipulation Text
2	09/09/2020 12:00AM	Buyer to review and approve plot plan.

DocuSigned by:
Melissa Guggisberg
218A5393200E492...
Sales Representative — 9/9/2020 Date

DocuSigned by:
2C6FE6D51955493...
Buyer — 9/15/2020 Date

DocuSigned by:
Dion Mathueny
8D3525801755430...
Authorized Seller Representative — 9/17/2020 Date

DocuSigned by:
Patricia Franquelin
47B3FB7A0C4C2...
Buyer — 9/15/2020 Date

The sales representative is not an authorized officer of the Seller and cannot make a binding contract on behalf of Seller.

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 09/09/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Current Status of Home

Community

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Division - Charleston	AAAABACA	Standard		
1.00	35SY - Swygert's Landing	ASA___DS	Standard		

Elevation

Qty	Description	Option Code	Type	U
1.00	Elevation C	BAABACAA	Standard	

Foundation

Qty	Description	Option Code	Type	U
1.00	Foundation - Drive Under	CAACFMEA	Standard	

[redacted]

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 09/09/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Structural

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Alternate Garage Door Location	DANDAEGA	Finance	[redacted]	
1.00	Luxury Master Shower	DAVDGJGA	Finance		
1.00	5 FT Shower ILO Tub - Bath 3	DAYANBGA	Finance		
1.00	Tray Ceiling - Foyer	DDZDDPCA	Finance		
1.00	Tray Ceiling - Dining Rm	DDZDDREA	Finance		
1.00	Tray Ceiling - Master Bedroom	DDZDDVLA	Finance		
1.00	Screen Porch ILO Std Patio or Deck - Full Screen - Aluminum	DKADCACA	Finance		
200.00	Additional SF of Patio - Concrete	DMMABZAA	Finance		
1.00	Outdoor Living Package	DMP___AA	Finance		
1.00	Extended Deck - Wood - Drive Under	DNBDBXHC	Finance		
1.00	Deck Foundation - Screen Porch - Wood - Drive Under	DNCDCAHC	Finance		
1.00	Deck Stairs with Landing - Wood - Drive Under	DNECFMEB	Standard		
1.00	Fireplace with Mantle - Interior - Side Location - Gas	DQADOVDA	Finance		
1.00	Single Window - Bedroom 2 - 3050	DSCFFDDA	Finance		
1.00	Single Window - Bedroom 3 - 3050	DSCFFIIA	Finance		
1.00	Single Window - Bedroom 4 - 3050	DSCFFMMA	Finance		
1.00	Single Window - Bath 2 - 2030	DSEFGJJA	Finance		
1.00	Single Window - Laundry - 2030	DSEFGRSA	Finance		
1.00	Window Package - Family Room - 3060 - Qty 2	DSGFIGGA	Finance		
1.00	Decorative Window Package - Master Bedroom -2626 - Qty3	DSLFLDBA	Standard		
1.00	Front Door - 3080	DSQFAIAA	Finance		

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 09/09/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Exterior Finish

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Architectural Shingles	EAAABZAA	Standard		
1.00	Metal Roof - Elevation C	EACEFCCA	Finance		
1.00	Radiant Roof Barrier	EAMABZAA	Standard		
1.00	Fiber Cement Siding - Primed	EBGEAJAA	Standard		
1.00	Garage Door - Drive Under Foundation - Carriage with Glass Panels	EGBCFMDA	Standard		
1.00	Garage Door Glass Window Trim - Drive Under Foundation - Carriage	EGHCFMBA	Standard		
1.00	Garage Door Decorative Hardware - Drive Under Foundation	EGJCFMAA	Standard		
1.00	Gutters	EJAEGMAA	Standard		
1.00	Exterior Trim Packages - CHS - Fiber Cement - White	EUC___FC	Standard		
1.00	Exterior Color Selections - Fiber Cement Siding	EVC___GA	Standard		

Windows and Doors

Qty	Description	Option Code	Type	
1.00	Grids Between Glass Windows	FLAABZAA	Standard	
1.00	Window Grid Pattern - 2 Over 1	FLGABZCA	Standard	
1.00	Window OSB	FYA___AA	Standard	

HVAC

Qty	Description	Option Code	Type	
1.00	HVAC System - 14 SEER - Gas	GAAABZBA	Standard	

* Continued on Next Page *

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 09/09/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Electrical

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	LED Disc Light Package - Kitchen	HACABZAA	Standard		
1.00	Flood Light Package - Qty 2	HEA___AA	Standard		
1.00	Garage Door Prewire - Drive Under Foundation	HGGCFMAA	Standard		
1.00	Stackable Washer Dryer Connection	HGKHECAA	Finance		
1.00	Ceiling Fan Prewire - Family Room	HZCADXAA	Standard		
1.00	Ceiling Fan Prewire - Master Bedroom	HZCAHNAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 2	HZCAIFAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 3	HZCAIOAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 4	HZCAIUAA	Standard		
1.00	Ceiling Fan Prewire - Loft	HZCARYAA	Standard		
1.00	USB Outlet	HZL___AA	Standard		

Low Voltage

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Low Voltage - Std Smart Home Package	JBA___AA	Standard		
1.00	Low Voltage - Std ONQ SW Panel 6 Lines	JBA___GA	Standard		

Plumbing

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Kitchen Faucet - Pullout - Camerist - Chrome	KAAABZBB	Standard		
1.00	Bath Faucet Package - Eva 4 IN Spread - Chrome	KBAGAMCA	Standard		
1.00	Water Heater - Tankless - 3 Baths or Less - Level 1	KXAABZCA	Standard		

Cabinets

Qty	Description	Option Code	Type	U
1.00	Cabinets - Kitchen - Staggered Wall Cabinets with Crown - Level 1	MAAMDMCA	Standard	
1.00	Cabinets - Standard Island - Level 1	MAHMFMAA	Standard	
1.00	Cabinets - Std Powder Room Vanity - Level 1	MBMMMMAA	Standard	
1.00	Cabinets - Master Bath - 5 Piece Bath - Level 1	MCPDGKAA	Standard	
1.00	Cabinets - Bath 2 - Level 1	MHAAMVAA	Standard	
1.00	Cabinets - Bath 3 - Standard Vanity - Level 1	MHJANBAA	Standard	

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 09/09/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Countertops

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Bathroom Countertops - Master Bath - Marble - Level 1	NAAAKQBA	Standard	[redacted]	0
1.00	Bathroom Countertops - Bath 2 - Marble - Level 1	NAAAMVBA	Standard		0
1.00	Bathroom Countertops - Bath 3 - Marble - Level 1	NAAANBBA	Standard		0
1.00	Bathroom Countertops - Std Powder Room Vanity - Marble - Level 1	NAFMMMAA	Standard		0
1.00	Countertops - Kitchen - Granite - Level 1	NMAABZBA	Standard		0
1.00	Countertops - Standard Island - Granite - Level 1	NMBMFMBA	Standard		0

Interior Finishes

Qty	Description	Option Code	Type	U	
1.00	Colonial Trim - Level 1	PANPABBA	Standard		0
1.00	Interior Doors - Base - 2 Panel	PARPAAAA	Standard		0
1.00	Cased Windows - Colonial Trim	PBAPABBA	Standard		0

Paint

Qty	Description	Option Code	Type	U	
1.00	Paint - Single Batch Color - Shell White	QAAABZAA	Standard		
1.00	Paint Porch Railing	QCAERMAA	Standard		

Light Fixtures

Qty	Description	Option Code	Type	Ur	
1.00	House Light Fixture Package - Level 2 - Brushed Nickel	RAARAMBB	Standard		
1.00	Bath Light Fixture Package - Level 2 - Chrome	RBARBMBA	Standard		
1.00	Bedroom Light Fixture Package - Brushed Nickel	RCADAHAB	Standard		

Interior and Exterior Hardware

Qty	Description	Option Code	Type	Un	
1.00	Keyed Entry Knob - Garage Service Door	SACDFNCA	Standard		
1.00	Keyed Entry Knob - Front Entry Door	SACFAHAA	Standard		
1.00	Dead Bolt Garage Entry	SAEAXYAA	Standard		
1.00	Interior Door Hardware - Schlage J Series - Corona - Nickel	SAJABZCB	Standard		

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 09/09/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Flooring

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Flooring - Foyer - Hardwood - Level 1	TAAAADCA	Standard	[redacted]	
1.00	Flooring - Office - Carpet - Level 1	TAAABJBA	Standard		
1.00	Flooring - Office - Carpet Pad - Level 1	TAAABJFA	Standard		
1.00	Flooring - Dining Room - Hardwood - Level 1	TAAABNCA	Standard		
1.00	Flooring - Kitchen - Hardwood - Level 1	TAAABZCA	Standard		
1.00	Flooring - Family Room - Hardwood - Level 1	TAAADXCA	Standard		
1.00	Flooring - Base Stairs - Carpet - Level 1	TAAAFIBA	Standard		
1.00	Flooring - Base Stairs - Carpet Pad - Level 1	TAAAFIFA	Standard		
1.00	Flooring - Hall - 1st FL - Hardwood - Level 1	TAAAFYCA	Standard		
1.00	Flooring - Hall - 2nd FL - Carpet - Level 1	TAAAGABA	Standard		
1.00	Flooring - Hall - 2nd FL - Carpet Pad - Level 1	TAAAGAFA	Standard		
1.00	Flooring - Hall - Master Bedroom - Hardwood - Level 1	TAAAHBCA	Standard		
1.00	Flooring - Hall - Bedroom 2 and 3 - Carpet - Level 1	TAAAHCBA	Standard		
1.00	Flooring - Hall - Bedroom 2 and 3 - Carpet Pad - Level 1	TAAAHCFA	Standard		
1.00	Flooring - Master Bedroom - Carpet - Level 1	TAAAHNBA	Standard		
1.00	Flooring - Master Bedroom - Carpet Pad - Level 1	TAAAHNFA	Standard		
1.00	Flooring - Master Walk In Closet - Carpet - Level 1	TAAAHWBA	Standard		
1.00	Flooring - Master Walk In Closet - Carpet Pad - Level 1	TAAAHWFA	Standard		
1.00	Flooring - Bedroom 2 - Carpet - Level 1	TAAAIFBA	Standard		
1.00	Flooring - Bedroom 2 - Carpet Pad - Level 1	TAAAIFFA	Standard		
1.00	Flooring - Bedroom 3 - Carpet - Level 1	TAAAIOBA	Standard		
1.00	Flooring - Bedroom 3 - Carpet Pad - Level 1	TAAAIOFA	Standard		
1.00	Flooring - Bedroom 4 - Carpet - Level 1	TAAAIUBA	Standard		
1.00	Flooring - Bedroom 4 - Carpet Pad - Level 1	TAAAIUFA	Standard		
1.00	Flooring - Powder Room - Hardwood - Level 1	TAAAKKCA	Standard		
1.00	Flooring - Master Bath - Tile - Level 1	TAAAKQEA	Standard		
1.00	Flooring - Bath 2 - Tile - Level 1	TAAAMVEA	Standard		
1.00	Flooring - Bath 3 - Tile - Level 1	TAAANBEA	Standard		
1.00	Flooring - Laundry Room - Tile - Level 1	TAAAQQEA	Standard		
1.00	Flooring - Loft - Carpet - Level 1	TAAARYBA	Standard		
1.00	Flooring - Loft - Carpet Pad - Level 1	TAAARYFA	Standard		

* Continued on Next Page *

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 09/09/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Tub and Shower Surrounds - Wall Tile

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Tile Bath Surround - Opt 5 Piece Master Bath - Level 1	VAAAKTAA	Standard		[redacted]

Appliances

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	GE Range - Electric - Level 3 - Stainless	XAMXBCBI	Standard		[redacted]
1.00	GE Microwave - Over Range - Level 2 - Stainless	XASXFGKG	Standard		
1.00	GE Dishwasher - Front Control - Level 2 - Stainless	XAVXFCDG	Standard		

Landscaping

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Irrigation System - 5 Zone	YMA___EA	Standard		[redacted]

Contract Summary

Base Price $	$516,490	Earnest Money Deposit	$0
Lot Premium $	$20,000	Other Deposits	$0
Option Total $	$41,815	**Total Deposits**	$0
Incentive $			
Total Sale Price	$578,305	Due At Close	$578,305
Loan Amount			
Lender			

I/we acknowledge a full review of all Options that are available at this time. All selections are final at the start of construction. Any changes may be subject to an additional charge.

DocuSigned by: 2C6FE6D51955493... 9/15/2020
Buyer Date

DocuSigned by: Patricia Franquelin EB47B3FB7A0C4C2... 9/15/2020
Co-Buyer Date

DocuSigned by: Melissa Guggisberg 218AE393200E492... 9/9/2020
New Home Specialist Date

DocuSigned by: Dion Matheney 0D3525801755430... 9/17/2020
Executive Officer Date

Printed By: Melissa Guggisberg

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

Structural Option Review Acknowledgment

Contract Date: **September 09, 2020**

Buyer (s) Name: **Marcel Franquelin, Patricia Franquelin**

Lot / Block: **143 / 01**

Community: **Swygerts Landing**

Plan Number: **5090 Vanderhorst**

The Buyer/Buyers acknowledge all available structural options on the Plan Available Options Report for the plan listed above have been presented for buyers review at time of contract.

Buyer: DocuSigned by: _____ Date: 9/15/2020

Buyer: Patricia Franquelin DocuSigned by: _____ Date: 9/15/2020

NHS: Melissa Guggisberg DocuSigned by: _____ Date: 9/9/2020

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B1B1-467F15C7699A

PRIVATE HOME INSPECTION AGREEMENT

Dear **Marcel Franquelin, Patricia Franquelin**

Congratulations on the purchase of your Eastwood Home! At Eastwood Homes we are committed to building you a quality home at a great value. As we have discussed with you, your home goes through numerous quality control inspections throughout your home's construction, to include with your Builder and the local Department of Building Code Enforcement. Your home is carefully inspected for proper construction of all structural (footings, foundation, structural concrete slabs and framing) as well as all mechanical components (plumbing, heating, air conditioning and electrical). Your home will not be accepted as properly constructed until the local Department of Building Code Enforcement provides a "Certificate of Occupancy." At Eastwood Homes we will not close your home until you have received the Certificate of Occupancy so you can have confidence your home was finished in compliance with strict quality building standards.

Some Purchasers elect to hire a Private Home Inspector ("Inspector") to provide advice at or prior to the Pre-Drywall Orientation or the Pre-Settlement Orientation. Although Eastwood Homes feels that hiring an Inspector is an unnecessary expense, we do permit the hiring of an Inspector so long as the Inspector and each Purchaser(s) agree with the following:

1. The Inspector must be accredited or certified by a nationally recognized Home Inspection Organization;
2. The Inspector must carry a $1,000,000 General Liability insurance policy which covers the Inspector and Purchaser(s) in the event a personal injury or other damage were to occur during the private inspection process **(a copy of the declarations page is to be returned with this signed Agreement)**;
3. The Inspector must abide by all applicable rules, regulations and legal requirements, including all OSHA standards, just like any other site contractor;
4. The Purchaser(s) must notify your Builder at least seven (7) days in advance of any proposed inspection to provide proper lead time to coordinate the appropriate phase, scheduled date and time that is most appropriate for granting access by the Builder, which Builder shall decide in Builder's sole discretion;
5. All Inspections must be completed prior to the Pre-Settlement Orientation;
6. The Inspector agrees to review any findings, suggestions or comments with Builder prior to leaving the home post inspection, so any construction or code questions can be resolved. It is important to note that licensed code officers control whether Certificates of Occupancy can be granted for a home. Hence, any inconsistencies between Inspector findings and code officer requirements will be resolved in accordance with code officer requirements, as certificates of occupancy will not be issued absent meeting code officer requirements;
7. Cumulatively, Inspectors will be prepared to discuss their findings, if any, such that Eastwood Homes and/or the code officer's requirements can be evaluated thoroughly and acted upon in Eastwood Home's sole discretion;
8. Any Change Orders resulting from an Inspection will be properly noted and the appropriate Contract Addendum(s) will be completed immediately, so the Builder can meet the targeted building schedule; and
9. Purchaser(s) and Inspectors hold harmless, indemnify, and otherwise hold harmless in all respects Eastwood Homes, from any damage, claim, injury, or other cause of action arising from this Agreement. Purchaser(s) and Inspector will exhaust any claims against Inspector's General Liability Insurance arising from any injury or damage which occurs. Any Inspector who enters upon any home site without having executed this Agreement shall be deemed a trespasser, not a business invitee.

We, the undersigned, acknowledge and agree we have read the Private Inspection Agreement and will abide by its requirements. Further, as the Inspector, I/we have provided the General Liability Insurance Declaration Page required and I/we agree to assume the risk of any injury, damage or claim arising from the home site to be inspected.

DocuSigned by:
2C6FE6D51955493...
Purchaser — Date: 9/15/2020

DocuSigned by:
Patricia Franquelin
5B17B3FB7A0C4C2...
Purchaser — Date: 9/15/2020

Inspector — Date

DocuSigned by:
Dion Matheney
0D3525891755430...
Executive Officer, Eastwood Homes — Date: 9/17/2020

Design Center Addendum

Buyer(s): Marcel Franquelin, Patricia Franquelin

Community / Lot: SY - Swygerts Landing 143

Contact #: 732-289-7337

NHS: Melissa Guggisberg

Design Appointment Date: N/A

Design Appointment Time:

Design Appointment Information: $6000

Buyer(s) understand that there is a 10 ***% option deposit due at time of Design Center appointment*** *for options selected on balance of options after incentives are applied.*

Buyer(s) understand that due to the length of the Design Center appointment, the level of detail involved and to ensure safety of your child, ***the Design Center is a child-free environment****.*

DocuSigned by:
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Buyer — 9/15/2020 Date

DocuSigned by:
Patricia Franquelin
EB47B3FB7A0C4C2...
Buyer — 9/15/2020 Date

DocuSigned by:
Melissa Guggisberg
248AE393200E492...
NHS — 9/9/2020 Date

DocuSigned by:
Dion Matheney
0D3525801755430...
Executive Officer — 9/17/2020 Date

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

EASTWOOD HOMES







The Vanderhorst

Metal Roof

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DocuSigned by:
Patricia Fiorentino 9/15/2020
EB47B3FB7A0C4C2...

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The Vanderhorst • First Floor Plan

SHOWN W/ ELEVATION D

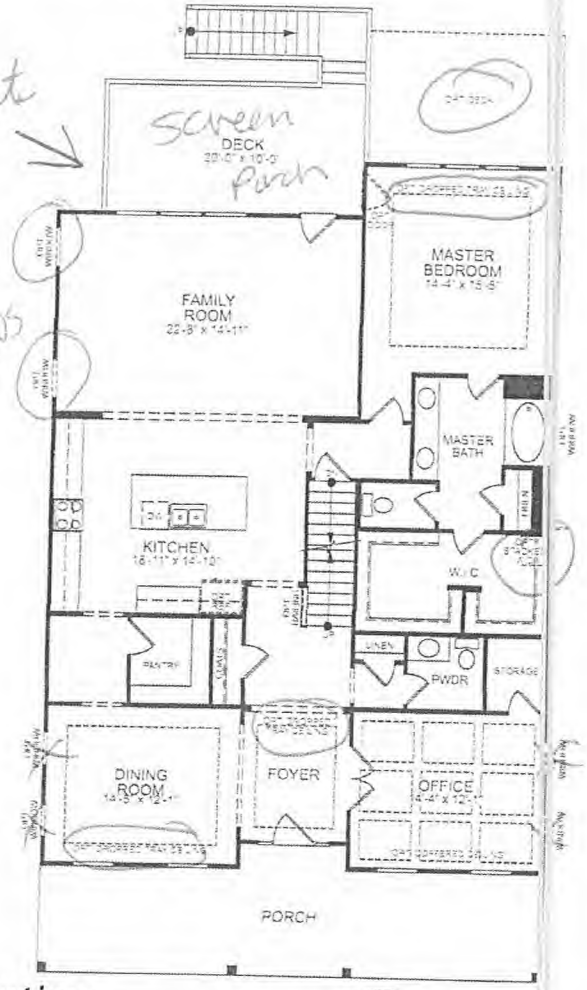
20x10 Concrete under the deck

screen Porch

Outdoor Living Package

alternate garage (side) location

Full windows



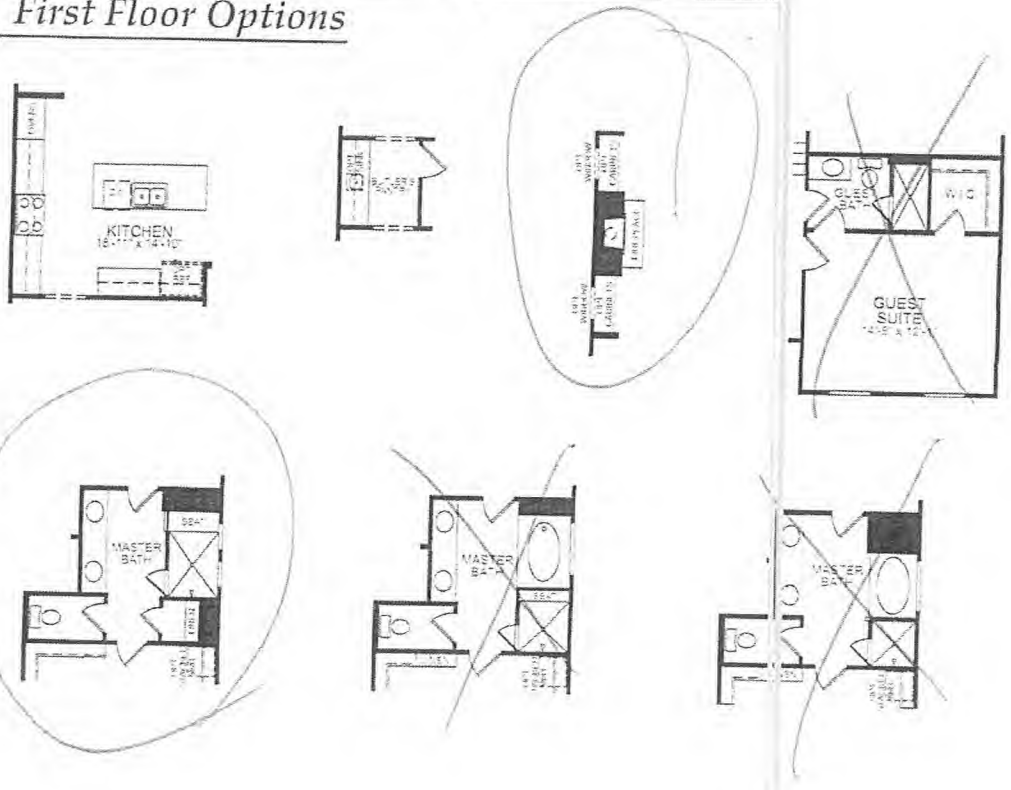
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9/15/2020

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Patricia Franquelin
EB47B3FB7A0C4C2...
9/15/2020

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Dion Mathenay
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9/17/2020

8' Front door

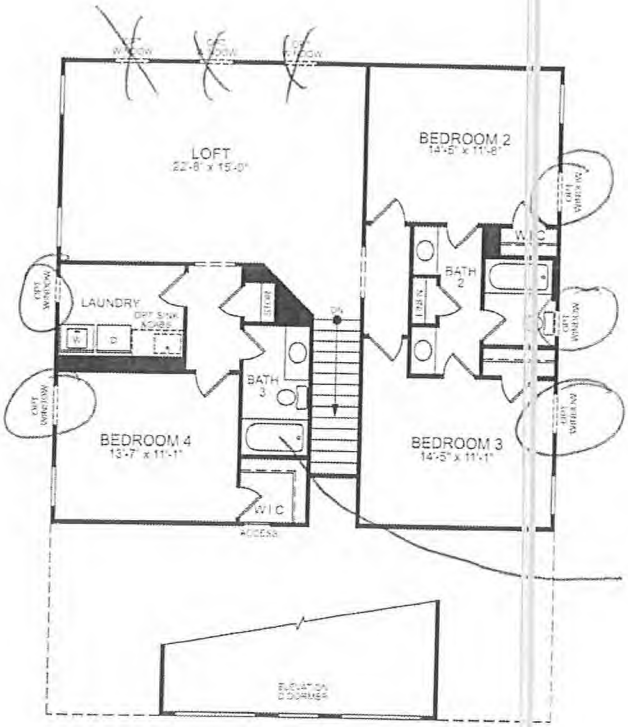
First Floor Options



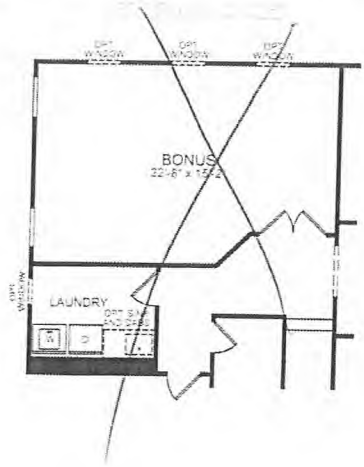
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The Vanderhorst • Second Floor Plan

SHOWN W/ ELEVATION D



Second Floor Options



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9/15/2020

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9/15/2020

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9/17/2020

DocuSign Envelope ID: 72CCB744-C7FB-43D8-B161-457F15C7699A

LOT PREPARATION AND SITING

- Clearing limits and building pad elevations will be determined by Eastwood Homes. Tree save areas will be defined during final grade. Pre-existing trees are not guaranteed.
- Eastwood Homes maintains the right to control the foundation height, drive or parking pad location, setback and side yard placement (within zoning restrictions) and garage handing.

FOUNDATION

- **Slab:** Pier and curtain drive under garages

FRAME

- **Wall Systems:** Exterior and bearing wall stud spacing @ 16" OC with double top plate, pressure treated sill plate adjacent to slab area and 7/16" sheathing with house wrap

FLOOR SYSTEMS: ¾" tongue and groove OSB sheathing over open web floor trusses or "I" Joists

- **Roof Systems:** Radiant roof barrier over open web roof trusses
- **Termite Treatment:** VA/FHA certified termite treatment with renewable bond protection program
- **Taexx**- In wall pest control system

EXTERIOR FINISHES

- **Roof** – Architectural shingles with Limited Lifetime Warranty
- **Siding**- Fiber Cement Board
- **Windows:** Low E vinyl single hung windows with tilt sash, and double insulated glass.
- **Exterior Doors:** *Front door* – 6 Panel Fiberglass with deadbolt (per plan)
  Rear door – 1 Lite steel door with deadbolt or sliding glass door (per plan)
  Garage/House Service Door – Six panel steel door (per plan)
  Garage Overhead Door- carriage with glass
- **Gutters & Downspouts:** Included front and rear per plan

HVAC

- **Heating\Cooling:**14 seer Gas Furnace / 14 Seer Air Conditioner/ 1 WIFI Thermostat
- **Dual Damper:** Electronic balancing system
- **Exhaust Fans:** Externally vented and located in all baths (per plan)
- **Dryer Vent:** Externally vented dryer connection

PLUMBING

- **Water Heater:** Energy efficient tankless gas hot water heater
- **Ice Maker:** Built-in ice-maker connection @ refrigerator space
- **Hose Bibs:** Two exterior hose bibs
- **Washer Connection:** Built-in washer box connection
- **Master Tub:** Multi-piece enclosure
- **Hall Tub:** Multi-piece enclosure
- **Faucets:** Chrome single control kitchen, tub and shower faucet with 4" chrome Brantford/ Eva in all bathrooms
- **Sinks:** Stainless steel double bowl kitchen sink, pedestal sink in powder room (per plan)
- **Disposer:** 1/3 horsepower disposer
- **Toilets:** Elongated Toilets

ELECTRICAL

- **Exterior Outlets:** GFCI protected waterproof outlets per code
- **Structured wiring:** Low voltage structured wiring package including panel, 6 phone or cable or 3 Dual Outlets
- **Washer / Dryer:** 110 V washer outlet and 220 V dryer outlet
- **Smoke Detectors:** Smoke detectors provided @ each floor and bedrooms
- **Carbon Monoxide Detector**: One per floor per code
- **Light Fixtures:** Nickel light package with LED lights in kitchen (per plan), chrome bath light fixtures
- **Ceiling Fan pre-wires:** All bedrooms, family room and bonus room/loft
- **Garage:** Garage door opener pre-wire
- **Smart Home:** Doorbell camera, key pad door lock, Z-wave thermostat and 4 Z-wave switches

INSULATION

- **Sidewall:** R 13 Batt (Minimum)
- **Garage Ceiling:** R 19 Batt (Only with conditioned space above)
- **Ceiling:** R 30 blown @ flat ceiling, R 30 Batt @ vaulted ceiling

INTERIOR FINISHES

- **Drywall:** ½" Drywall throughout house and smooth ceilings throughout
- **Doors:** Painted raised panel
- **Door Knobs:** Brushed Nickel
- **Molding:** 5.25 baseboards and windows cased with sills
- **Attic Access:** 22"x30" (per plan)
- **Paint:** Flat shell white latex wall paint, semi-gloss white latex paint @ trim
- **Cabinetry:** Level 1 staggered with birch cabinetry in kitchen and 35" master bath vanity (per plan)
- **Mirrors:** Included in all baths
- **Countertops:** Level 1 granite countertops in kitchen and cultured marble countertops in baths
- **Shelving:** Ventilated closet shelving
- **Appliances:** GE- Dishwasher, self-cleaning electric smooth top range, and microwave (SS)
- **Flooring:** - 3" Level 1 hardwood flooring in foyer, dining room, family room, kitchen, and powder room; Level 1 straight lay tile flooring in baths and laundry area (per plan); carpet over FHA/VA approved pad

EXTERIOR

- **Deck:** per plan
- **Walk:** Three feet wide concrete walk from drive to front door
- **Drive:** Plans with two-car garage include a 16 feet wide drive from garage to street per community/lot condition
- **Landscaping:** Front, Side and Rear yards will be sodded 40' from the rear of the main home. All other disturbed areas will have pine straw. Wooded and natural areas will be left in their natural state. Up to 6 shrubs will be planted. One tree will be planted in front yard. 5 Zone Irrigation to be installed per landscaping. All sod, seeding, grade materials, shrubs and trees become the responsibility of the homeowner after closing.

I/We (Purchaser) have 3 days after initial contract submission to make changes without a change order fee. A request for change can be made, prior to requesting a building permit, but will be assessed a change fee plus the cost of the change. **No changes will be accepted after a request for permit has been requested.** Eastwood Homes reserves the right to make material substitutions, as required, with material of equal or greater value without notice. I have read & reviewed the above Specifications, and Optional pricing on the reverse side and understand them, and agree that no verbal representations have been made except those outlined in the attached Contract and this Specification and Addendum to Contract.

Purchaser: DocuSigned by: 5C5FEBC51963493... Date: 9/15/2020

Purchaser: Patricia Franquelin EB47B3FB7A0C4E2... Date: 9/15/2020

New Home Specialist/Witness: DocuSigned by: Melissa Guggisberg 218AE383200E492... Date: 9/9/2020

Eastwood Const. Co., Inc.: Dion Mathueny 0D3525801755430... Date: 9/17/2020

(Valid only when signed by Corporate Officer)

DocuSign Envelope ID: 37A04A0A-52B9-44DE-A982-906783BFF69A

Division: Charleston
Community: SY
Lot/Block: 143

Mutual Release and Revocation of a Prior Agreement to Purchase Real Estate and Right of First Offer

Whereas, on or about September 9, 2020 Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes and/or their Affiliates d/b/a Eastwood Homes (*hereinafter referred to as EASTWOOD*) and Marcel Franquelin, Patricia Franquelin (hereinafter referred to as BUYER) entered into a certain written Sales Agreement whereby EASTWOOD agreed to sell and BUYER agreed to purchase a parcel of land described as Lot 143 of Swygert's Landing according to the map or plat thereof as recorded in Charleston Co, State of SC together with any improvements now existing or to be placed thereon (collectively called PROPERTY) and BUYER and EASTWOOD hereby states the following reason for Termination of the Sales Agreement on their behalf:

Phase 4 of Swygert's Landing was erroneously left out of the Swygert's Phases 1, 2 and 3 Declaration of Covenants, Conditions and Restrictions by preceding Owner's legal error. No further houses can be closed in Phase 4 until this cloud on title is resolved with the attorneys for the Phases 1, 2 and 3 Declaration, and the existing homeowners in Phase 4. Moreover, lenders require a lender certification at closing which requires disclosure of any homeowner's association issues, which lender requirement cannot be satisfied at this time. Seller has agreed to contact Buyer after the legal issues have been resolved, which will take 4 months or more to legally resolve. Seller cannot cure this issue within the time period of the Contract.

VOID

After which, both EASTWOOD and BUYER now agree to terminate the Sales Agreement and mutually release one another from any further obligations of liabilities thereon;

AND, THEREFORE, in consideration of the return by EASTWOOD to BUYER of $ 14,421, the sufficiency of which is hereby acknowledged; and in further consideration of the mutual covenants contained herein, and intending to be legally bound thereby;

IT IS AGREED that the said Sales Agreement for the purchase of the said PROPERTY is hereby mutually revoked, cancelled, set aside, and declared to be of no further force and effect, and;

IT IS FURTHER AGREED that EASTWOOD and BUYER hereby mutually and irrevocably release one another from any and all claims and liabilities arising from or in connection with either the Sales Agreement for the purchase of the PROPERTY or this agreement revoking the same.

IT IS FURTHER AGREED that EASTWOOD will offer BUYER a right of first offer to re-contract on the Property after the legal cloud on title regarding the Declaration of Covenants is resolved, which may exceed four (4) months or more. BUYER shall have seventy- two (72) hours after EASTWOOD notifies BUYER that the legal cloud on title has been removed in which to accept the offer made by EASTWOOD to re-contract on the Property at current market value. Should BUYER not re-contract within this time period, EASTWOOD shall be free to place the Property on the market for sale without further obligation to BUYER.

Primary Buyer Signature: _____ **Date**: _____

Co-Buyer Signature: _____ **Date**: _____

NHS / Witness: DocuSigned by: Melissa Guggisberg 218AE393200E492... **Date**: 6/7/2021

Corporate Officer: _____ **Date**: _____

Mailing Address:

Refunds of binder monies will be mailed within 21 days after all necessary documents are received by Eastwood Homes Corporate Office.

VOID

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 10/06/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Current Status of Home

Community

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Division - Charleston	AAAABACA	Standard	[redacted]	
1.00	35SY - Swygert's Landing	ASA___DS	Standard		
1.00	Design Center Incentive	AZA___HA	Finance		

Elevation

Qty	Description		Option Code	Type
1.00	Elevation C		BAABACAA	Standard
	Stone Cut:	N/A		
	Stone Color:	N/A		
	Shingle Color:	Black		
	Brick Color:	N/A		
	Board and Battton Color:	N/A		
	Siding Color:	TREE LICHEN DCL015		
	Shake Color:	N/A		
	Shutter and Front Door Color:	Black		

Foundation

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Foundation - Drive Under	CAACFMEA	Standard	[redacted]	

DS DM

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 10/06/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Structural

Qty	Description		Option Code	Type	Unit Price $	Total Price
1.00	Alternate Garage Door Location		DANDAEGA	Finance		
1.00	Luxury Master Shower		DAVDGJGA	Finance		
1.00	5 FT Shower ILO Tub - Bath 3		DAYANBGA	Finance		
	See tile surround line item					
1.00	Tray Ceiling - Foyer		DDZDDPCA	Finance		
1.00	Tray Ceiling - Dining Rm		DDZDDREA	Finance		
1.00	Tray Ceiling - Master Bedroom		DDZDDVLA	Finance		
1.00	Screen Porch ILO Std Patio or Deck - Full Screen - Aluminum		DKADCACA	Finance		
200.00	Additional SF of Patio - Concrete		DMMABZAA	Finance		
1.00	Outdoor Living Package		DMP___AA	Finance		
	Paver Pattern:	Belgard Cambridge Cobble style				
	Paver Color:	Kiawah				
1.00	Extended Deck - Wood - Drive Under		DNBDBXHC	Finance		
1.00	Deck Foundation - Screen Porch - Wood - Drive Under		DNCDCAHC	Finance		
1.00	Deck Stairs with Landing - Wood - Drive Under		DNECFMEB	Standard		
1.00	Fireplace with Mantle - Interior - Side Location - Gas		DQADOVDA	Finance		
1.00	Single Window - Bedroom 2 - 3050		DSCFFDDA	Finance		
1.00	Single Window - Bedroom 3 - 3050		DSCFFIIA	Finance		
1.00	Single Window - Bedroom 4 - 3050		DSCFFMMA	Finance		
1.00	Single Window - Bath 2 - 2030		DSEFGJJA	Finance		
1.00	Single Window - Laundry - 2030		DSEFGRSA	Finance		
1.00	Window Package - Family Room - 3060 - Qty 2		DSGFIGGA	Finance		
1.00	Decorative Window Package - Master Bedroom -2626 - Qty3		DSLFLDBA	Standard		
1.00	Front Door - 3080		DSQFAIAA	Finance		

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 10/06/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Exterior Finish

Qty	Description		Option Code	Type	Unit Price $	Total Price
1.00	Architectural Shingles		EAAABZAA	Standard		
	Black					
1.00	Metal Roof - Elevation C		EACEFCCA	Finance		
	Color:	Black				
1.00	Radiant Roof Barrier		EAMABZAA	Standard		
1.00	Fiber Cement Siding - Primed		EBGEAJAA	Standard		
	Shake Paint Color:	N/A				
	Paint Color:	TREE LICHEN DCL015				
	Board and Batton Paint Color:	N/A				
1.00	Garage Door - Drive Under Foundation - Carriage with Glass Panels		EGBCFMDA	Standard		
1.00	Garage Door Glass Window Trim - Drive Under Foundation - Carriage		EGHCFMBA	Standard		
1.00	Garage Door Decorative Hardware - Drive Under Foundation		EGJCFMAA	Standard		
1.00	Gutters		EJAEGMAA	Standard		
	Color:	White				
1.00	Exterior Trim Packages - CHS - Fiber Cement - White		EUC___FC	Standard		
1.00	Exterior Color Selections - Fiber Cement Siding		EVC___GA	Standard		
	Stone Cut:	N/A				
	Stone Color:	N/A				
	Shingle Color:	Black				
	Brick Color:	N/A				
	Siding Color:	TREE LICHEN DCL015				
	Shake Color:	N/A				
	Shutter Color:	Black				
	Metal Roof:	Black				
	Gutters:	White				
	Front Door Color:	Black				
	Brick Size:	N/A				
	Board and Batton Color:	N/A				

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 10/06/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Windows and Doors

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Decorative 3080 Front Door 2 3/4 lite textured black	FACFAIDB	Finance	[redacted]	
1.00	Grids Between Glass Windows	FLAABZAA	Standard		
1.00	Window Grid Pattern - 2 Over 1 Color: White	FLGABZCA	Standard		
1.00	Window OSB	FYA___AA	Standard		

HVAC

Qty	Description	Option Code	Type
1.00	HVAC System - 14 SEER - Gas	GAAABZBA	Standard
1.00	Direct Vent Kitchen Exhaust - Exterior Wall	GAIGAABA	Finance
1.00	Gas Line - Cook Top	GCAABZBA	Finance
2.00	Gas Line - Dryer (1) in Master closet for stackable and (1) in Laundry Rm up.	GCAABZCA	Finance
1.00	Gas Line - Patio Will be shown on schematic.	GCAABZDA	Finance
2.00	Gas Line - Lantern Flanking front door	GCAABZEA	Finance

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Eastwood Homes

Option Addendum

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Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Electrical

Qty	Description	Option Code	Type	Unit Price $	Total Price
2.00	LED Disc Light 2 additional in Kitchen- will show on final electrical schematic.	HAB___AA	Finance	[redacted]	
1.00	LED Disc Light Package - Kitchen	HACABZAA	Standard		
1.00	LED Disc Light Package - Family Room	HACADXAA	Finance		
1.00	LED Disc Light Package - Master Bedroom	HACAHNAA	Finance		
1.00	LED Disc Light Package - Loft	HACARYAA	Finance		
1.00	Under Cabinet Lights - Designer Kitchen	HDNMEMBA	Finance		
1.00	Under Cabinet Light Package - Butlers Pantry	HDODOXBA	Finance		
1.00	Flood Light Package - Qty 2 (2 are standard and we added 2 more on a separate line item so home will have a total of 4, 1 on each corner). Will be shown on final electrical schematic.	HEA___AA	Standard		
2.00	Flood Light (2 already come standard and we're adding 2 more so house will have a total of 4), one on each corner- locations will be shown on final electrical schematic	HEA___BA	Finance		
1.00	Garage Door Keypad	HGBAXYAA	Finance		
1.00	Garage Door Prewire - Drive Under Foundation	HGGCFMAA	Standard		
1.00	Garage Door Opener with Remotes - Drive Under Foundation	HGICFMAA	Finance		
1.00	Stackable Washer Dryer Connection	HGKHECAA	Finance		
1.00	Ceiling Fan Prewire - Screen Porch	HYYDCAAA	Finance		
1.00	Ceiling Fan Prewire - Office	HZCABJAA	Finance		
1.00	Ceiling Fan Prewire - Family Room	HZCADXAA	Standard		
1.00	Ceiling Fan Prewire - Master Bedroom	HZCAHNAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 2	HZCAIFAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 3	HZCAIOAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 4	HZCAIUAA	Standard		
1.00	Ceiling Fan Prewire - Loft	HZCARYAA	Standard		
1.00	Pendant Light Prewire Package package is for (3) over the island- will be shown on final electrical schematic.	HZDICMAA	Finance		
10.00	110 Volt Outlet	HZF___AA	Finance		

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 10/06/2020

Customer Marcel Franquelin, Patricia Franquelin **Contract Date** 09/09/2020

Address 19 New Turkey Island Drive **Lot Swing** RIGHT

Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Electrical

Qty	Description	Option Code	Type	Unit Price $	Total Price
	GFIs: (1) in Butler's Pantry appliance space for wine cooler. Regular 110vs: (1) @42" in Pantry, (2) in office closet@ 44", (1) in MBR@72", (1) over FP@ 72", (1) in coat closet outside of Powder Rm, (1) in Loft@60", (1) in BR3@72", and (1) in BR4@72". All locations will be shown on final schematic.				
4.00	Exterior 110 Volt Outlet with Cover (1) UNDER screened porch, (2) ON screened porch, and (1) on side of house by garage doors- locations will be shown on final electrical schematic	HZH___AA	Finance	[redacted]	
1.00	Dedicated 110 Volt Outlet in Garage 20amp at 42" in garage. Shown on final electrical schematic.	HZIAXYAA	Finance	[redacted]	
2.00	Floor Outlet in Wooden Floor System Will be shown on final electrical schematic.	HZK___AA	Finance	[redacted]	
1.00	USB Outlet Location: Standard in Kitchen	HZL___AA	Standard	[redacted]	

Ceiling Fans

Qty	Description	Option Code	Type	Un	
1.00	Ceiling Fan - Interior - Bedroom 2 - Level 2 - Chrome This is the WHITE Signature Plus II fan	IADAIFBA	Finance	[redacted]	
1.00	Ceiling Fan - Interior - Bedroom 3 - Level 2 - Chrome This is the WHITE Signature Plus II fan	IADAIOBA	Finance	[redacted]	
1.00	Ceiling Fan - Interior - Bedroom 4 - Level 2 - Chrome This is the WHITE Signature Plus II fan	IADAIUBA	Finance	[redacted]	

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Low Voltage

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Low Voltage - Std Smart Home Package Per Home Telecom schematic	JBA___AA	Standard	[redacted]	
1.00	Low Voltage - Std ONQ SW Panel 6 Lines Per Home Telecom schematic	JBA___GA	Standard		
1.00	Low Voltage - SW Phone Data Jack Cat5E (cat 6), per Home Telecom schematic	JBA___IA	Finance		
3.00	Low Voltage - SW Phone Data and TV Dual Jack Per Home Telecom schematic	JBA___JA	Finance		
1.00	Low Voltage - 1 PR Outdoor Speakers Per Home Telecom schematic	JBA___RA	Finance		

Plumbing

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Kitchen Faucet - Pull Down - Align Spring - Spot Resist Stainless	KAAABZCI	Finance	[redacted]	
1.00	Kitchen Sink - Farm House - Single Basin - Porcelain	KAEGBMCA	Finance		
1.00	Laundry Room Sink	KAHDOZEA	Finance		
1.00	Laundry Room Faucet - Camerist - Chrome	KAKDOZBA	Finance		
1.00	Bath Faucet Package - Eva 8 IN Spread - Chrome	KBAGAMEA	Finance		
1.00	Comfort Height Toilet - Powder Room	KKAAKKAA	Finance		
1.00	Comfort Height Toilet - Master Bath	KKAAKQAA	Finance		
1.00	Comfort Height Toilet - Bath 2	KKAAMVAA	Finance		
1.00	Comfort Height Toilet - Bath 3	KKAANBAA	Finance		
1.00	Water Heater - Tankless - 3 Baths or Less - Level 1	KXAABZCA	Standard		

Balusters

Qty	Description	Option Code	Type	U
1.00	Balusters - 1st FL Stairs - Wooden - Square 1.25 Brazilnut	LAALAMAA	Finance	[redacted]
1.00	STD Handrail Stain Color - If Applicable Brazilnut	LZA___AA	Finance	

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Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Cabinets

Qty	Description		Option Code	Type	Unit Price $	Total Price
1.00	Cabinets - Designer Kitchen 42 with OvenMicro Combo - Level 6		MAEMELCF	Finance	[redacted]	
	Door Style:	Durham				
	Color:	Naval				
1.00	Cabinets - Butlers Pantry with Appliance - Level 6		MAGMHUCF	Finance		
	Door Style:	Durham				
	Color:	Naval				
1.00	Cabinets - Designer Island - Level 6		MAHMFOCF	Finance		
	Door Style:	Korbett				
	Color:	White				
1.00	Cabinets - Std Powder Room Vanity - Level 6		MBMMMMAF	Finance		
	Door Style:	Korbett				
	Color:	White				
1.00	Cabinets - Master Bath - Luxury Shower - Level 6		MCYDGJAF	Finance		
	Door Style:	Korbett				
	Color:	White				
1.00	Cabinets - Bath 2 - Level 6		MHAAMVAF	Finance		
	Door Style:	Durham				
	Color:	Naval				
1.00	Cabinets - Bath 3 - Standard Vanity - Level 6		MHJANBAF	Finance		
	Door Style:	Korbett				
	Color:	White				
1.00	Cabinets - Laundry Room Base with Sink - Level 2		MMMMLNAB	Finance		
	Door Style:	Augusta Thermofoil				
	Color:	White				
1.00	Cabinets - Hardware - Whole House - Level 1		MSWABZAA	Finance		
	Door:	H315				
	Drawer:	H315				
1.00	Cabinets - Select Upgrade - Whole House		MTHABZAA	Finance		
	Soft close package					

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Eastwood Homes

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Subdivision SY - Swygerts Landing **Floor Plan** 5090 Vanderhorst **Elevation** Elevation C

Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Countertops

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Bathroom Countertops - Opt Luxury Master Shower - Quartz - Level 1	NAAAKVDA	Finance	[redacted]	
	Color: Cararra Marmi eased				
1.00	Bathroom Countertops - Bath 2 - Quartz - Level 1	NAAAMVDA	Finance		
	Color: Porcelain White eased				
1.00	Bathroom Countertops - Bath 3 - Quartz - Level 1	NAAANBDA	Finance		
	Color: Calcatta Vintage eased				
1.00	Bathroom Countertops - Std Powder Room Vanity - Quartz - Level 1	NAFMMMCA	Finance		
	Color: Celeste eased				
1.00	Bathroom Countertops - Rectangle Sink - Master Bath - Quartz	NBAAKQBA	Finance		
1.00	Bathroom Countertops - Rectangle Sink - Bath 2 - Quartz	NBAAMVBA	Finance		
1.00	Bathroom Countertops - Rectangle Sink - Bath 3 - Quartz	NBAANBBA	Finance		
1.00	Countertops - Designer Island - Quartz - Level 1	NMBMFOCA	Finance		
	Porcelain White eased				
1.00	Countertops - Designer Kitchen - Quartz - Level 1	NMCMEMCA	Finance		
	Porcelain White eased				
	Edge Profile: eased				
	Color: Porcelain White				
1.00	Countertops - Butlers Pantry - Quartz - Level 1	NMRDOXCA	Finance		
	Porcelain White eased				
	Edge Profile: eased				
	Color: Porcelain White				
1.00	Countertops - Laundry Room Base - Quartz - Level 2	NPAMLMCB	Finance		
	Edge Profile: eased				
	Color: Quartet				

Fireplace Surrounds and Mantels

Qty	Description	Option Code	Type	U
1.00	Fireplace Blower with Remote Control	OAADOAAA	Finance	
1.00	Fireplace Surround - Marble - Arctic White	OABDOAEC	Finance	
1.00	Fireplace Mantel - Richland	OAJDOAAA	Finance	
1.00	Fireplace Hearth - Marble - Arctic White	ODADOAEC	Finance	

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Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Interior Finishes

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Craftsman Trim - Level 2	PANPACCB	Finance	[redacted]	
1.00	Interior Doors - Craftsman - 2 Panel Recessed	PARPACCB	Finance		
1.00	Cased Windows - Craftsman Trim	PBAPACCA	Finance		
1.00	Cased Openings - Craftsman Trim	PCAPAJCA	Finance		
1.00	Wood Tread Stairs - 1 Flight Brazilnut	PHADAQAA	Finance		

Paint

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Paint - Two Tone - Factory Colors Color: First Star walls and Bright White ceilings	QAAABZAB	Finance	[redacted]	
1.00	Paint Porch Railing	QCAERMAA	Standard		

Light Fixtures

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	House Light Fixture Package - Level 4 - Brushed Nickel Gulliver in Galvanized Finish	RAARAMDB	Finance	[redacted]	
1.00	Bath Light Fixture Package - Level 2 - Chrome Adorn	RBARBMBA	Standard		
1.00	Bedroom Light Fixture Package - Brushed Nickel	RCADAHAB	Standard		
2.00	Gas Lantern Flanking front door	RDCRBWAA	Finance		

Interior and Exterior Hardware

Qty	Description	Option Code	Type
1.00	Front Door Handle Set - Schlage J Series - Barcelona - Nickel	SAB___DB	Finance
1.00	Keyed Entry Knob - Garage Service Door	SACDFNCA	Standard
1.00	Dead Bolt Garage Entry	SAEAXYAA	Standard
1.00	Interior Door Hardware - Schlage J - Solstice - Nickel	SAJABZFB	Finance
1.00	Semi-Frameless Shower Door - 5 FT Shower in Bath 3 See bath faucet finish, will coordinate with that.	SATDGPAA	Finance

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Eastwood Homes

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Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Flooring

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Flooring - Foyer - Hardwood - Level 4	TAAAADCD	Finance	[redacted]	
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Office - Hardwood - Level 4	TAAABJCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Dining Room - Hardwood - Level 4	TAAABNCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Kitchen - Hardwood - Level 4	TAAABZCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Family Room - Hardwood - Level 4	TAAADXCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Hall - 1st FL - Hardwood - Level 4	TAAAFYCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Hall - 2nd FL - Hardwood - Level 4	TAAAGACD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Hall - Master Bedroom - Hardwood - Level 4	TAAAHBCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Hall - Bedroom 2 and 3 - Hardwood - Level 4	TAAAHCCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Master Bedroom - Hardwood - Level 4	TAAAHNCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Master Walk In Closet with Stackable W/D - Tile - Level 4	TAAAHYED	Finance		
	Urbanize UB04 12x24 laid on 1/3 offset with Delorean Gray grout				
1.00	Flooring - Bedroom 2 - Hardwood - Level 4	TAAAIFCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Bedroom 3 - Hardwood - Level 4	TAAAIOCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Bedroom 4 - Hardwood - Level 4	TAAAIUCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Powder Room - Hardwood - Level 4	TAAAKKCD	Finance		
	Color: McKenzie Maple mixed width- Gold Dust				
1.00	Flooring - Master Bath - Tile - Level 4	TAAAKQED	Finance		
	Grout Color: Delorean Gray				
	Color: Urbanize UB04 12x24 laid on 1/3 offset				
1.00	Flooring - Bath 2 - Tile - Level 4	TAAAMVED	Finance		
	Color: 12x24 AR43 Atlas Gray laid on 1/3 offset				
	Grout Color: Driftwood				

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Flooring

Qty	Description		Option Code	Type	Unit Price $	Total Price
1.00	Flooring - Bath 3 - Tile - Level 2		TAAANBEB	Finance	[redacted]	
	Grout Color:	Graystone				
	Color:	12x12 KC04 straight lay				
1.00	Flooring - Laundry Room - Tile - Level 2		TAAAQQEB	Finance		
	Grout Color:	Graystone				
	Color:	18x18 KC04 straight lay				
1.00	Flooring - Loft - Hardwood - Level 4		TAAARYCD	Finance		
	Color:	McKenzie Maple mixed width- Gold Dust				

Kitchen Backsplashes

Qty	Description		Option Code	Type
1.00	Kitchen Backsplash - Kitchen - Level 5		UAAABZAE	Finance
	Tile Size:	rain drop (horizontal)		
	Tile Color:	Gris et Blanc		
	Grout Color:	Snow White		
1.00	Backsplash - Butlers Pantry - Level 5		UGADOXAE	Finance
	Tile Size:	Raindrop-lay horizontal		
	Tile Color:	Gris et Blanc		
	Grout Color:	Snow White		

Tub and Shower Surrounds - Wall Tile

Qty	Description		Option Code	Type
1.00	Tile Bath Surround - Opt Luxury Master Shower - Level 3		VAAAKVCA	Finance
	Tile Size:	4x12 laid on 1/3 offset		
	Tile Color:	Colorwheel Matte Arctic White 0790		
	Grout Color:	Delorean Gray		
1.00	Tile Bath Surround - Opt 5 FT Shower Bath 3 - Level 3		VAAAMUCA	Finance
	Tile Size:	3x6 standard brick lay		
	Tile Color:	VV12 Light Grey glossy		
	Grout Color:	Graystone		
1.00	Tile Bath Surround - Bath 2 - Level 3		VAAAMVCA	Finance
	Grout Color:	Bright White		
	Tile Color:	VV10 Glossy White		
	Tile Size:	3x6 standard brick lay		

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Lot 143 **Block** 01 **Phase** Phase 1 **Address** 1107 Tebalt Dr.

Appliances

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	GE Wall Oven - MicroOven Combo - Level 2 - Stainless PT7800SHSS	XAMXCBLG	Finance		[redacted]
1.00	GE Cook Top - Gas - Level 2 - Stainless PGP7036SLSS	XAPXECFG	Finance		
1.00	GE Range Hood - Designer - Level 1 - Stainless JVW5361SJSS	XASXFEGC	Finance		
1.00	GE Dishwasher - Hidden Control - Level 4 - Stainless PDT775SVNFS	XAVXFCHP	Finance		
1.00	GE Wine Cooler for Kitchenette - Stainless Steel PCR06WATSS	XBSDPJAB	Finance		

Landscaping

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Irrigation System - 5 Zone	YMA___EA	Standard		

Contract Summary

Base Price $	$516,490
Lot Premium $	$20,000
Option Total $	$136,060
Incentive $	$(6,000)
Total Sale Price	$666,550
Loan Amount	
Lender	

Earnest Money Deposit

Other Deposits

Total Deposits

Due At Close

I/we acknowledge a full review of all Options that are available at this time. All selections are final at the start of construction. Any changes may be subject to an additional charge.

Buyer DocuSigned by: 2C6FE8D51955493... Date 10/6/2020

Co-Buyer DocuSigned by: Patricia Franquelin EB47B3FB7A0C4C2... Date

New Home Specialist Date

Executive Officer DocuSigned by: Dion Matheney 0D3525801755430... Date

Printed By: Brandi Metcalfe

DocuSign Envelope ID: 93897C51-2E53-41CD-B9ED-C734EAA7A771

EASTWOOD HOMES

Design Deposit Addendum

Purchaser(s), **Marcel Franquelin and Patricia Franquelin** on **Lot 143** in **Swygerts Landing**, street address: **1107 Tebalt Drive** acknowledge(s) that they will need to pay an additional: **$9,321** by: **11/24/20**. This deposit is to be credited back upon closing of the property. Failure to pay the above mentioned deposit by the stated due date will create a stop construction on the home and the builder at this point reserves the right to modify selections. If the buyer has not paid the deposit by the due date and the builder does elect to modify selections the buyer is still fully obligated to proceed with the purchase agreement. Partial payments are not accepted. An ACH withdraw form is attached to your design file for your convenience. Please forward it to wbarber@eastwoodhomes.com to process your payment on or before the due date mentioned above.

Buyer: DocuSigned by: 2C6FE6D51955493 Date: 10/6/2020

Buyer: DocuSigned by: Patricia Franquelin EB47B3FB7A0C4C2 Date: 10/6/2020

Executive Officer: DocuSigned by: Dion Mathewey 0D3525801755430 Date: 10/8/2020

Change Order Fee Addendum

Purchaser(s) **Marcel Franquelin and Patricia Franquelin** on Lot **143** in **Swygerts Landing** Subdivision at street address**: 1107 Tebalt Drive** understand(s) that **any further changes made must be accompanied by a $250 non-refundable check for the change order fee** made out to: Eastwood Homes. All change requests are subject to builder approval.

Buyer: DocuSigned by: Patricia Franquelin EB47B3FB7A0C4C2 Date: 10/6/2020

Buyer: DocuSigned by: 2C6FE6D51955493 Date: 10/6/2020

Executive Officer: DocuSigned by: Dion Mathewey 0D3525801755430 Date: 10/8/2020

10/2/2020

DocuSign Envelope ID: 93897C51-2E53-41CD-B9ED-C734EAA7A771

EASTWOOD
HOMES

Paint Color Addendum

Purchaser(s) **Marcel Franquelin and Patricia Franquelin** on lot **143** in the **Swygerts Landing** subdivision understand(s) that any and all paint colors chosen on the interior and exterior of the home (including standard shell white) may not touch up properly and or provide a consistent color match when repairs are made or when **any** paint touch up is required after closing. Sunlight, conditions inside the home, the temperature in which the paint is stored can all be contributing factors as to why the paint may not provide a proper match. Eastwood Homes will repaint the area in which a repair is required (unless the homeowner has already painted with their own colors) but can provide no warranty as to the paint's consistency or color match on an area where a repair is made.

Buyer: DocuSigned by: 2C8FE8D51955493 Date: 10/6/2020

Buyer: DocuSigned by: Patricia Franquelin EB47B3FB7A0C4C2 Date: 10/6/2020

Executive Officer: DocuSigned by: Dion Matheney 0D3525801755430... Date: 10/8/2020

10/2/2020

DocuSign Envelope ID: 93897C51-2E53-41CD-B9ED-C734EAA7A771

Send to wbarber@eastwoodhomes on or before due date. You can also pay by phone 843-388-8087 ext. 209 (Wendy)

ACH Binder Money Addendum

Community: **Swygerts Landing** Lot / Block: **143/01**

Buyer(s): **Marcel Franquelin/Patricia Franquelin**

Marcel Franquelin, Patricia Franquelin **Date:** _____ Routing# _____
Account# _____

19 New Turkey Island Drive, Monmouth Junction, NJ 08852

Pay to the Order of: Eastwood Homes $_____

In the amount of: _____ **Bank Name:** _____

Memo: SY - Swygerts Landing / 143 Signature _____

I agree to an ACH withdrawal from Eastwood Homes as stated above .

_____ _____
Buyer Signature Date

_____ _____
Co-Buyer Signature Date

Send to wbarber@eastwoodhomes on or before due date. You can also pay by phone 843-388-8087 ext. 209 (Wendy)

City of Charleston

PERMIT

The Permit Center at 2 George St.
Office: (843) 577-5550
charleston-sc.gov/cap

Permit #	Issue Date	Permit Type	Work Class
SF2020-10781	12/09/2020	Single Family/Duplex Dwelling	New

JOB/PROPERTY INFORMATION

Address:
1107 TEBALT DR
Johns Island, SC 29455

Parcel:	C3120200097
Lot:	Block Lot 143 GovLot Tract
Subdivision:	Swygerts Landing
Flood Zone:	AE
Zone:	Short-Term Rentals - OL
Description:	New Single Family Residential Construction

CONTRACTOR INFORMATION

Eastwood Homes (Billing)
Bus: (843) 388-8087

Eastwood Homes
Samantha Bumgarner

INSPECTIONS

SCHEDULE, VIEW, AND MANAGE INSPECTIONS ONLINE AT Charleston-sc.gov/cap
Inspection are not necessarily listed in sequential order

Elevation Certificate - Final	Elevation Certificate - Under Construction	ENG Residential Final Inspection
Fireplace Final	Fireplace Rough	Residential Building Final
Residential Building Footer	Residential Building Foundation Wall	Residential Building Framing
Residential Building Insulation	Residential Building Sheathing	Residential Building Slab Inspection
Residential Building Strapping	Residential Electrical Final	Residential Electrical Pre-Power & Service
Residential Electrical Rough	Residential Gas Final	Residential Gas Pre-Service
Residential Gas Rough	Residential Mechanical Final	Residential Mechanical Rough
Residential Plumbing Final	Residential Plumbing Rough	Residential Plumbing Sewer Lateral
Residential Plumbing Slab	Residential Plumbing Water Lateral	ENG Residential Lot Inspection

THIS PERMIT MUST BE DISPLAYED AT THE CONSTRUCTION SITE AND MUST BE PROTECTED FROM THE WEATHER UNTIL JOB IS COMPLETED.

CONTRACTOR/OWNER IS RESPONSIBLE FOR REMOVAL OF ALL CONSTRUCTION DEBRIS.

Only a South Carolina licensed contractor, approved to work on building electrical and/or fuel-gas systems, shall request City inspections for the purpose of energizing and/or charging the building's electrical and/or fuel-gas systems. Furthermore, per the South Carolina Building Code, The City building official has the authority to authorize disconnection of the building's utility service(s) to eliminate immediate hazard to life and/or property or if utility connection was made without The City building official's approval.

SWYGERTS LANDING

1107 TEBALT DRIVE LOT 143

	ELEVATION 'A'		ELEVATION 'B'		ELEVATION 'C'		ELEVATION 'D'	
	UNHEATED	HEATED	UNHEATED	HEATED	UNHEATED	HEATED	UNHEATED	HEATED
FIRST FLOOR	0	1944	0	1944	0	1944	0	1944
SECOND FLOOR	0	1267	0	1267	0	1267	0	1267
FRONT PORCH	320	0	320	0	320	0	320	0
REAR PORCH	0	0	0	0	0	0	0	0
UPPER PORCH	0	0	0	0	0	0	0	0
TOTAL	320	3211	320	3211	320	3211	320	3211

OPTIONS		
	UNHEATED	HEATED
DRIVE UNDER GARAGE	1944	0
SCREEN PORCH 20X10	200	0
SUNROOM 21X15	0	315
DECK 20X10	200	0
PATIO 10X10	100	0
DECK 15X10	150	0

City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
12/04/2020
APPROVAL SUBJECT TO FIELD INSPECTION

***As of 7/1/20, Design Flood Elevation is now Base Flood Elevation + 2' freeboard* (Code of Ordinances Sec. 27-117)**

Rev	Description	Drawn By	Date	Sheets Affected	Engineering Required	Engineering Required
1	ADDED 15X8" "O WINDOWS IN BED 2, BED 3 & BATH 2, MASTER BATH AND A/R OPTIONS, CONTINUED WALL TO ADD CHASE OVER STAIRS, TURNED GUEST BAT+ AND W.I.C. SHOWED OPT. DECK RISG AND CHANGE OF STAIR LOCA ION WITH OPTION, REMOVED ELECTRICAL FROM FLOOR PLAN PARTIAL SHEETS	TAT	6/23/2017			
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EASTWOOD HOMES
2857 WESTPORT ROAD
CHARLOTTE, NC 28208
PHONE (704) 399-4663
FAX (704) 394-0748

5090 VANDERHORST

OPTIONS
ELEVATION C
ALTERNATE GARAGE DOOR LOCATION
LUXURY MASTER SHOWER
5FT SHOWER ILO TUB AT BATH 3
TRAY CEILING FOYER
TRAY CEILING DINING ROOM
TRAY CEILING MASTER BEDROOM
SCREEN PORCH
EXTENDED DECK
ADDITIONAL PATIO 20X10 UNDER DECK
OUTDOOR LIVING PKG
FIREPLACE W/MANTLE INTERIOR SIDE LOCATION
SINGLE WINDOW BEDROOM 2 3050
SINGLE WINDOW BEDROOM 3 3050
SINGLE WINDOW BEDROOM 4 3050
SINGLE WINDOW BATH 2 2030
SINGLE WINDOW LAUNDRY 2030
WINDOW PKG FAMILY RM 3060 QTY 2
DECORATIVE WINDOW PKG MASTER BEDROOM 2626 QTY 3
FRONT DOOR 3080
BALUSTERS 1ST FL STAIRS
DESIGNER KITCHEN
DESIGNER ISLAND
BUTLERS PANTRY W/APPLIANCE

Sheet No.	Sheet Description
0.0	Cover Sheet
1.0	Mono Slab Foundation
1.1	Stem Wall Foundation
1.2	Crawl Under Foundation
2.1	First Floor Plan
2.2	Second Floor Plan
2.3	10X20 Covered Patio (Slab)
2.4.1	10x20 Covered Patio (Stem Wall)
2.4.2	10x20 Deck (Drive Under)
2.5	10x30 Screen Porch (Slab)
2.5.1	10x30 Screen Porch (Stem Wall)
2.5.2	10x20 Screen Porch/Deck (Drive Under)
2.6	10x20 Sunroom (Slab)
2.6.1	10x20 Sunroom (Stem Wall)
3.A.0	Front Elevation "A" / Partial Floor Plans - Elev. "A" (Slab)
3.A.1	Rear & Side Elevation "A" (Slab)
3.A.2	Roof Plan - Elevation "A"
3.A.3	Front Elevation "A" / Partial Floor Plans - Elev. "A" (Stem)
3.A.4	Rear & Side Elevation "A" (Stem)
3.A.5	Front Elevation "A" / Partial Floor Plans - Elev. "A" (Drive Under)
3.A.6	Rear & Side Elevation "A" (Drive Under)
3.B.0	Front Elevation "B" / Partial Floor Plans - Elev. "B" (Slab)
3.B.1	Rear & Side Elevation "B" (Slab)
3.B.2	Roof Plan - Elevation "B"
3.B.3	Front Elevation "B" / Partial Floor Plans - Elev. "B" (Stem)
3.B.4	Rear & Side Elevation "B" (Stem)
3.B.5	Front Elevation "B" / Partial Floor Plans - Elev. "B" (Drive Under)
3.B.6	Rear & Side Elevation "B" (Drive Under)
3.C.0	Front Elevation "C" / Partial Floor Plans - Elev. "C" (Slab)
3.C.1	Rear & Side Elevation "C" (Slab)
3.C.2	Roof Plan - Elevation "C"
3.C.3	Front Elevation "C" / Partial Floor Plans - Elev. "C" (Stem)
3.C.4	Rear & Side Elevation "C" (Stem)
3.C.5	Front Elevation "C" / Partial Floor Plans - Elev. "C" (Drive Under)
3.C.6	Rear & Side Elevation "C" (Drive Under)
3.D.0	Front Elevation "D" / Partial Floor Plans - Elev. "D" (Slab)
3.D.1	Rear & Side Elevation "D" (Slab)
3.D.2	Roof Plan - Elevation "D"
3.D.3	Front Elevation "D" / Partial Floor Plans - Elev. "D" (Stem)
3.D.4	Rear & Side Elevation "D" (Stem)
3.D.5	Front Elevation "D" / Partial Floor Plans - Elev. "D" (Drive Under)
3.D.6	Rear & Side Elevation "D" (Drive Under)
5.0	Drive under Plan Electrical
5.1	First Floor Plan Electrical
5.2	Second Floor Plan Electrical

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5090 - VANDERHORST
RIGHT HAND
Cover Sheet

DRAWN BY
JAM
REVIEWED BY
DATE
ISSUED
SCALE
1/8" = 1'-0"
SHEET
0.0

ROA 000701

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City Of Charlotte Inspections
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12/04/2020
APPROVAL SUBJECT TO FIELD INSPECTION

5090 - VANDERHORST
RIGHT HAND
Drive Under Foundation

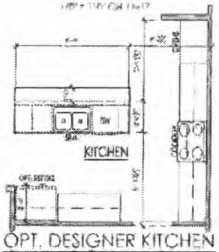
1.2

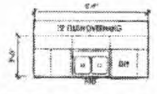
DRIVE UNDER FOUNDATION

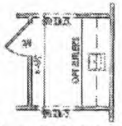
OPT. EXTENDED DECK

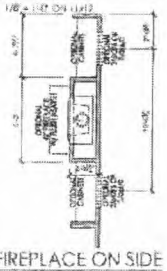
General Floor Plan Notes

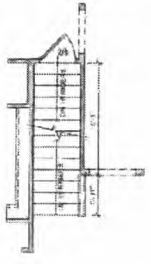




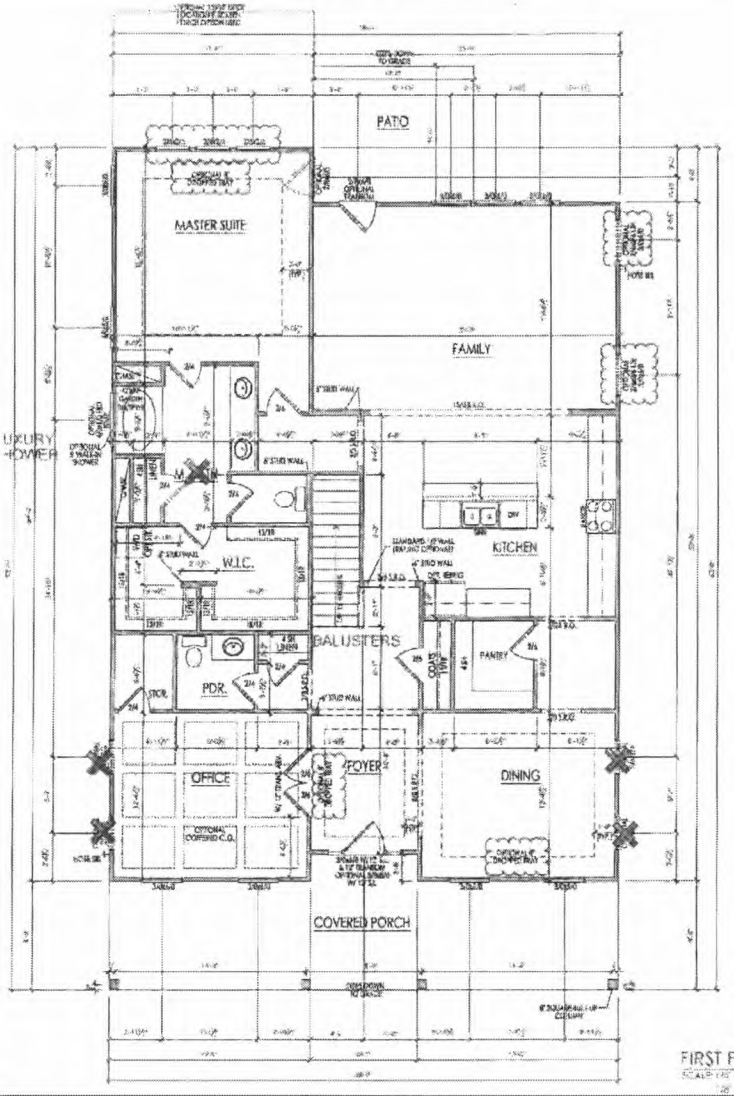








SEE OPT SCREEN PORCH/EXTENDED DECK DETAIL



FIRST FLOOR PLAN

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residential design

HOMES UNIQUE INC

EASTWOOD

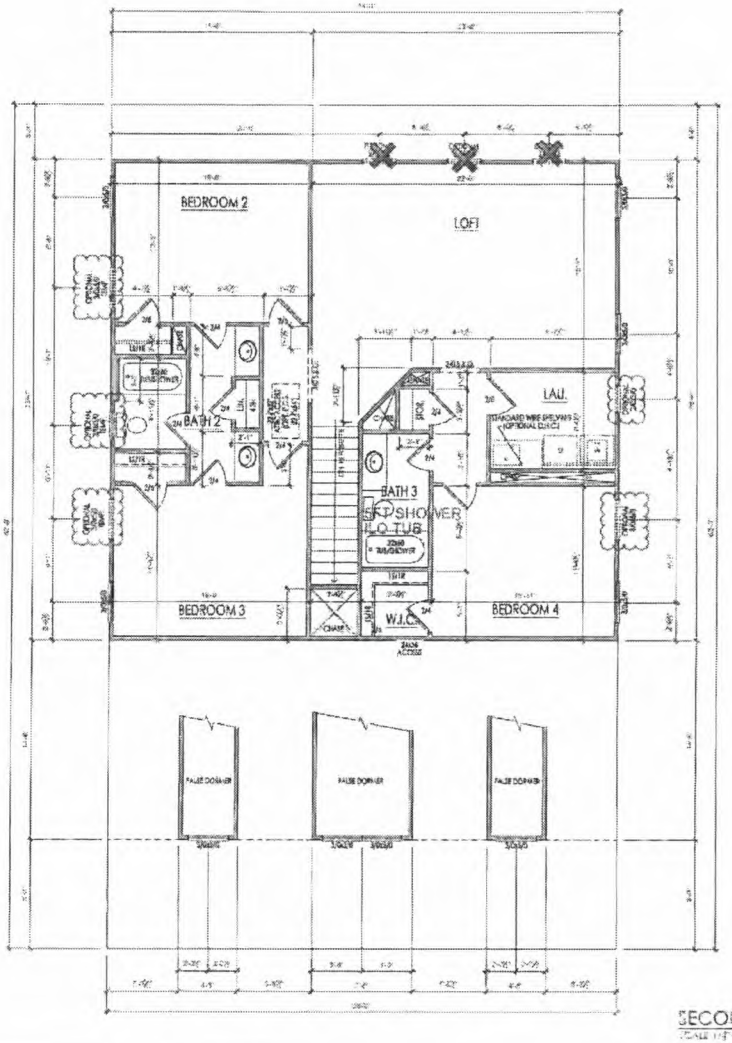
City Of Charlotte Inspections
REVIEWED FOR CODE COMPLIANCE
12/04/2020

5090 - VANDERHORST
RIGHT HAND
First Floor Plan

2.1

ROA 000703

General Floor Plan Notes



SECOND FLOOR PLAN

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residential design

HOMES UNIQUE INC

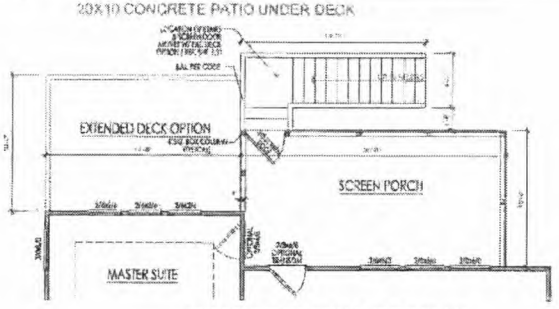
EASTWOOD HOMES

City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
12/04/2020

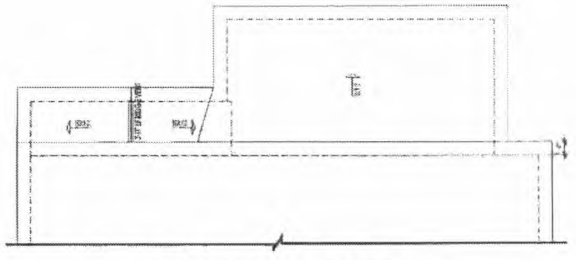
5090 - VANDERHORST
RIGHT HAND
Second Floor Plan

SHEET
2.2

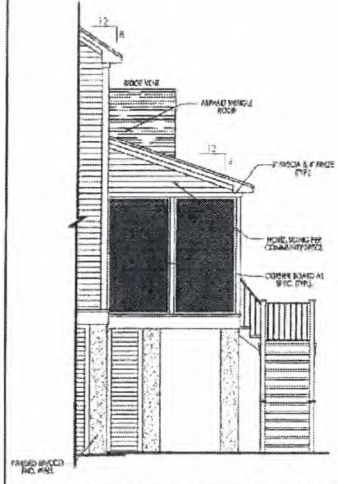
ROA 000704



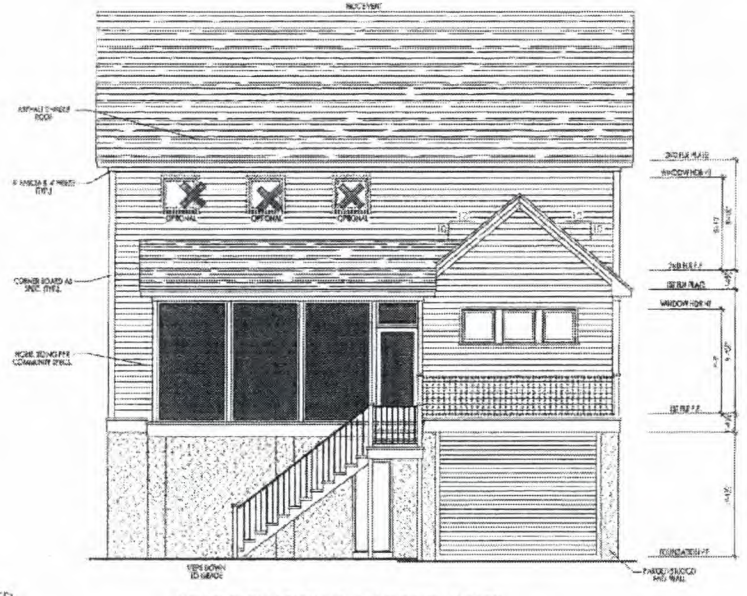
SCREENED PORCH FLOOR PLAN



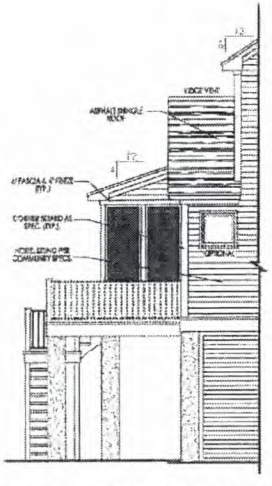
SCREENED PORCH ROOF PLAN



PARTIAL RIGHT SIDE ELEVATION PLAN DRIVE UNDER



REAR ELEVATION PLAN DRIVE UNDER



PARTIAL LEFT SIDE ELEVATION DRIVE UNDER

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REVIEWED FOR CODE COMPLIANCE
12/04/2020

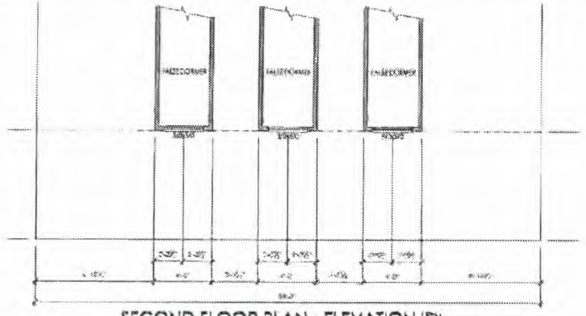
5090 - VANDERHORST
RIGHT HAND
Screen Porch Elevations (Drive Under)

SHEET
2.5.2

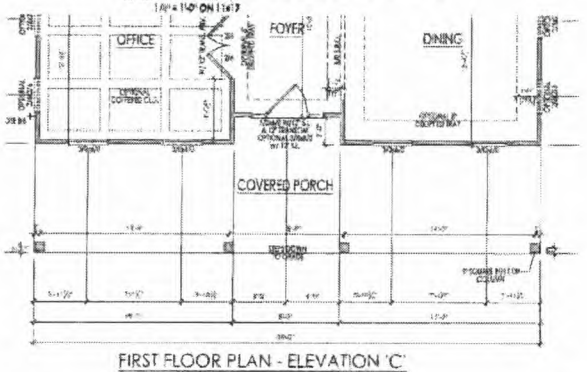
ROA 000705

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5090 - VANDERHORST
RIGHT HAND
Roof Plan 'C'
City Of Charleston Inspections
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12/04/2020
APPROVAL SUBJECT TO FIELD INSPECTION
3.C.2
ROOF PLAN ELEVATION "C"
ELEVATION 'C'
MAIN HOUSE
SQ FG
2764
AT / NEAR RIDGE
AT / NEAR EAVE

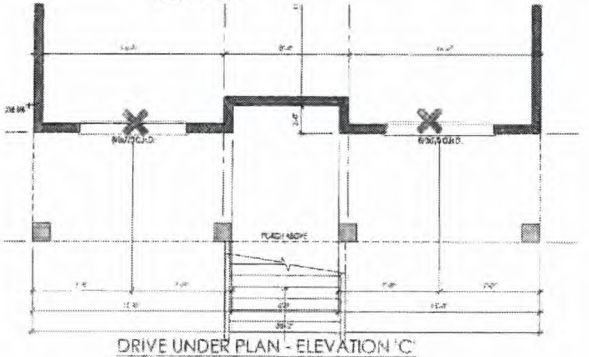
ROA 000706



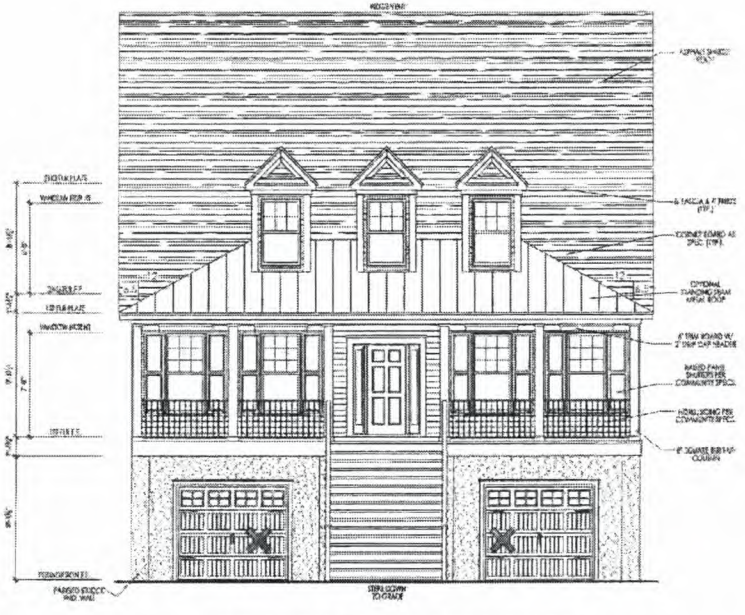
SECOND FLOOR PLAN - ELEVATION 'B'



FIRST FLOOR PLAN - ELEVATION 'C'



DRIVE UNDER PLAN - ELEVATION 'C'



FRONT ELEVATION PLAN "C" DRIVE UNDER

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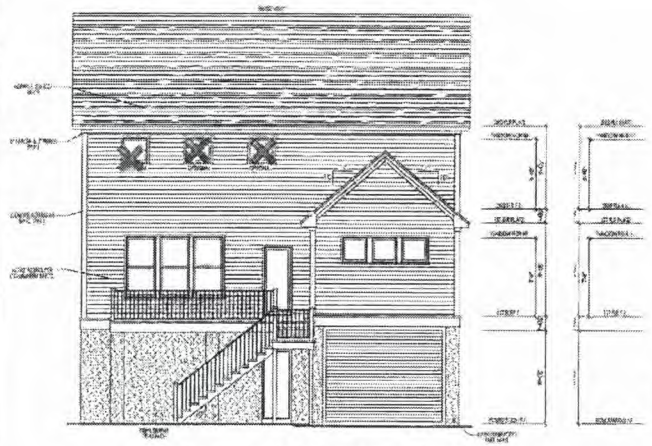
EASTWOOD

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REVIEWED FOR CODE COMPLIANCE
12/04/2023

5090 - VANDERHORST
RIGHT HAND
Elevation Front 'C' - Drive Under

3.C.5

ROA 000707



REAR ELEVATION PLAN "C" DRIVE UNDER



RIGHT SIDE ELEVATION PLAN "C" DRIVE UNDER



LEFT SIDE ELEVATION PLAN "C" DRIVE UNDER

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5090 - VANDERHORST
RIGHT HAND

Elevation 'C' Rear & Sides - Drive Under

3.C.6

ROA 000708

ELECTRICAL SYMBOL KEY

LIGHT FIXTURES		OUTLETS		MISC FIXTURES	
	CEILING SURFACE MOUNT LIGHT		DUPLEX OUTLET		EXHAUST FAN
	RECESSED CAN LIGHT		GFI OUTLET		JUNCTION BOX
WP	RECESSED CAN LIGHT WATERPROOF	WP	WATERPROOF GFI OUTLET	220V	JUNCTION BOX 220V
	RECESSED CAN – EYEBALL		SWITCHED HOT DUPLEX OUTLET	CO	CARBON MONOXIDE DETECTOR OR SMOKE DETECTOR
	HANGING LIGHTING	220V	220V OUTLET	CO/S	CARBON MONOXIDE DETECTOR AND SMOKE DETECTOR
	WALL SCONCE		TELEPHONE OUTLET		ELECTRIC METER
	WALL MOUNT LIGHT	TV	SAT/TV (TELEVISION) OUTLET		ELECTRICAL PANEL
	FLOOD LIGHT		UNDER-COUNTER CONCEALED OUTLETS		DOOR BELL CHIME
SWITCHES			CEILING MOUNTED DUP. OUTLET		DOOR BELL PUSH BUTTON
S	SINGLE POLE SWITCH		FLOOR MOUNTED DUP. OUTLET		CEILING FAN PREWIRE
S3	THREE-WAY SWITCH				
S4	FOUR-WAY SWITCH		FLUORESCENT LIGHT		
	ELECTRICAL DISCONNECT				

General Power and Lighting Notes:

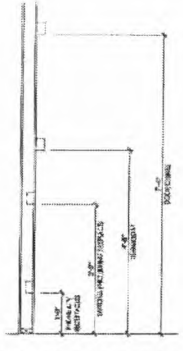
1. [illegible] shall be [illegible] (15) [illegible] accessible at the time of rough-in.

   All residential receptacle outlets are to comply with the 2018 NC Residential Building Code, and the National Electric Code, latest version, and most specifically:

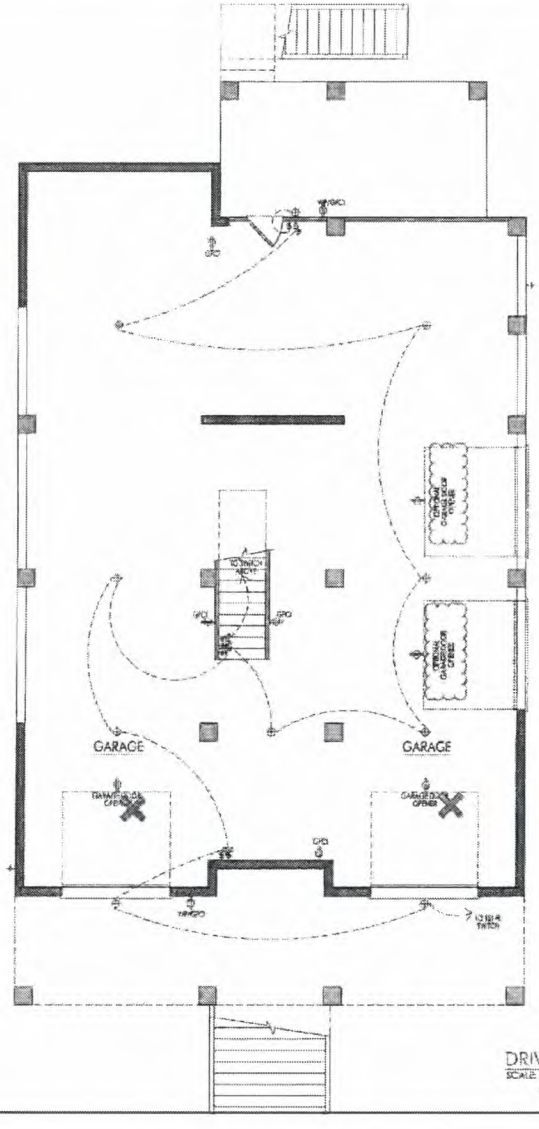
   - Each room or finished area shall have a minimum of (1) per [illegible] basements (if applicable), (1) in each [illegible] and (1) outside each sleeping area, within the reach [illegible] of flexible power [illegible] more than one [illegible] required).
   - [illegible] shall be determined to be the [illegible] outlet [illegible] the [illegible] and the [illegible] outlet.

2. [illegible] for lighting, fans, etc. shall be centered at [illegible] as indicated on the plans and shall have a minimum of 1/2" from door opening to allow for the proper installation of door casing. Switches, thermostats, security pads, and other [illegible] shall be grouped together and located [illegible] for convenience. Allow 48" to the [illegible] dispenser within reaches of [illegible].

NOTE:
[illegible] is a program [illegible] recognized rebates on [illegible] and [illegible] as listed in the NC Residential Code and I.E.C. [illegible] and [illegible] with the [illegible] code.



ELECTRICAL BOX HEIGHTS



SCALE: 1/8" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17

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[illegible] SUBJECT TO FIELD INSPECTION

5090 - VANDERHORST
RIGHT HAND
Drive Under Electrical

SHEET
5.0

ROA 000709

ROA 000710

ELECTRICAL SYMBOL KEY

LIGHT FIXTURES		OUTLETS		MISC FIXTURES	
	CEILING SURFACE MOUNT LIGHT		DUPLEX OUTLET		EXHAUST FAN
	RECESSED CAN LIGHT		GFI OUTLET		JUNCTION BOX
	RECESSED CAN LIGHT WATERPROOF		WATERPROOF GFI OUTLET		JUNCTION BOX 220V
	RECESSED CAN - WALLWASH		SWITCHED 1/2 HOT DUPLEX OUTLET		CARBON MONOXIDE DETECTOR OR SMOKE DETECTOR
	PENDANT LIGHTING		220V OUTLET		CARBON MONOXIDE DETECTOR AND SMOKE DETECTOR
	WALL SCONCE		TELEPHONE OUTLET		ELECTRIC METER
	WALL WOUND LIGHT		CATV (TELEVISION) OUTLET		ELECTRICAL PANEL
	FLOOD LIGHT		WASHER/DRYER OR DEDICATED OUTLETS		DOOR BELL CHIME
SWITCHES			CEILING MOUNTED EXIT OUTLET		DOOR BELL PUSH BUTTON
	SINGLE POLE SWITCH		FLOOR MOUNTED EXIT OUTLET		CEILING FAN MOUNTING
	THREE-WAY SWITCH				
	FOUR-WAY SWITCH		FLUORESCENT LIGHT		
	ELECTRICAL DISCONNECT				

General Power and Lighting Notes:

1. [illegible] shall be provided in a minimum of [illegible] rooms, including [illegible] and shall be connected to a minimum of 1 [illegible] circuit dedicated to the [illegible] receptacle outlets.

2. [illegible] shall be protected by a minimum of [illegible] and shall be connected to a minimum of 1 [illegible] circuit dedicated to the [illegible] receptacle outlets.

3. [illegible] shall be protected by a minimum of [illegible] and shall be connected to a minimum of 1 [illegible] circuit dedicated to the [illegible] receptacle outlets.

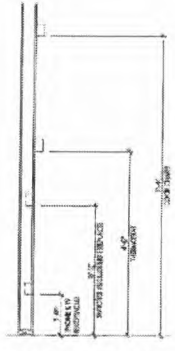
Note:
[illegible]

SEE OPT SCREEN PORCH/EXTENDED DECK DETAIL

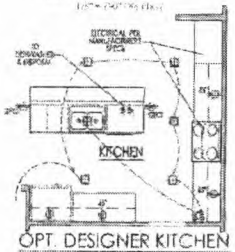
SEE OPT LUXURY MASTER SHOWER DETAIL



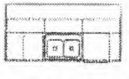
OPT LUXURY SHOWER
SCALE: 1/4" = 1'-0" ON 22X34
1/4" = 1'-0" ON 11X17



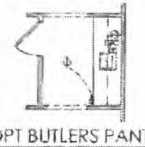
ELECTRICAL BOX HEIGHTS



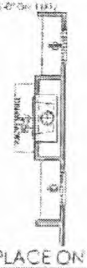
OPT. DESIGNER KITCHEN
SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17



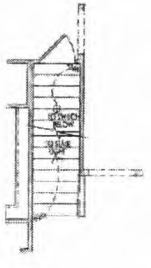
OPT KITCHEN ISLAND
SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17



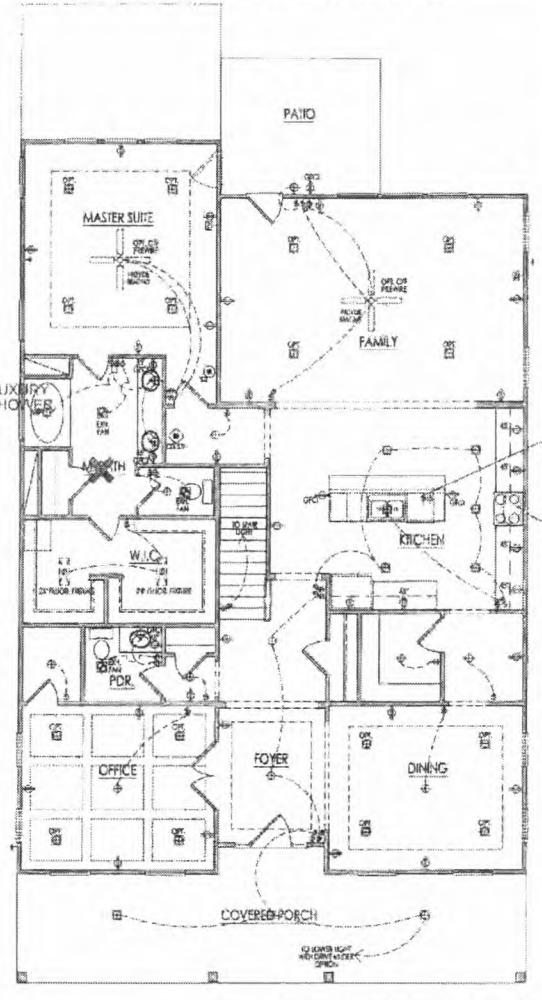
OPT BUTLERS PANTRY
SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17



OPT FIREPLACE ON SIDE
SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17



OPT STAIR TO GARAGE
SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17



FIRST FLOOR ELECTRICAL PLAN
SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17

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EASTWOOD HOMES
[illegible]

City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
12/04/2020
Approved As Noted To Meet Applicable Codes

5090 - VANDERHORST
RIGHT HAND
First Floor Electrical

DESIGNED	MD
DRAWN	
DATE	12/2020
SCALE	1/4" = 1'-0"
SHEET	5.1

ELECTRICAL SYMBOL KEY

LIGHT FIXTURES		OUTLETS		MISC FIXTURES	
	CEILING SURFACE MOUNT LIGHT		DUPLEX OUTLET		EXHAUST FAN
	RECESSED CAN LIGHT		GFI OUTLET		JUNCTION BOX
WP	RECESSED CAN LIGHT WATERPROOF	WP	WATERPROOF GFI OUTLET	220V	JUNCTION BOX 220V
	RECESSED CAN - EYEBALL		SWITCHED H.E. HOT DUPLEX OUTLET	CO	CARBON MONOXIDE DETECTOR OR SMOKE DETECTOR
	PENDANT LIGHTING	220V	220V OUTLET	CO/SD	CARBON MONOXIDE DETECTOR AND SMOKE DETECTOR
	WALL SCONCE	TV	TELEPHONE OUTLET		ELECTRIC METER
	WALL MOUNT LIGHT	CATV	CATV (TELEVISION) OUTLET		ELECTRICAL PANEL
	FLOOD LIGHT		UNDER-COUNTER OR CONCEALED OUTLETS		DOOR BELL CHIME
SWITCHES			CEILING MOUNTED DUP. OUTLET		DOOR BELL PUSH BUTTON
$	SINGLE POLE SWITCH		FLOOR MOUNTED DUP. OUTLET		CEILING FAN PREWIRE
$3	THREE-WAY SWITCH				
$4	FOUR-WAY SWITCH				
DM	ELECTRICAL DISCONNECT		FLUORESCENT LIGHT		

General Power and Lighting Notes:

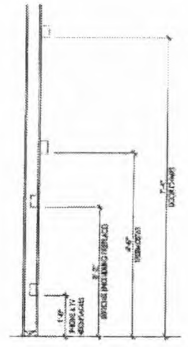
1. [illegible]

All electrical to comply with 2018 NC Residential Building Code, and the electrical section of the 2018 NC Energy Conservation Code. Some exceptions and additions:

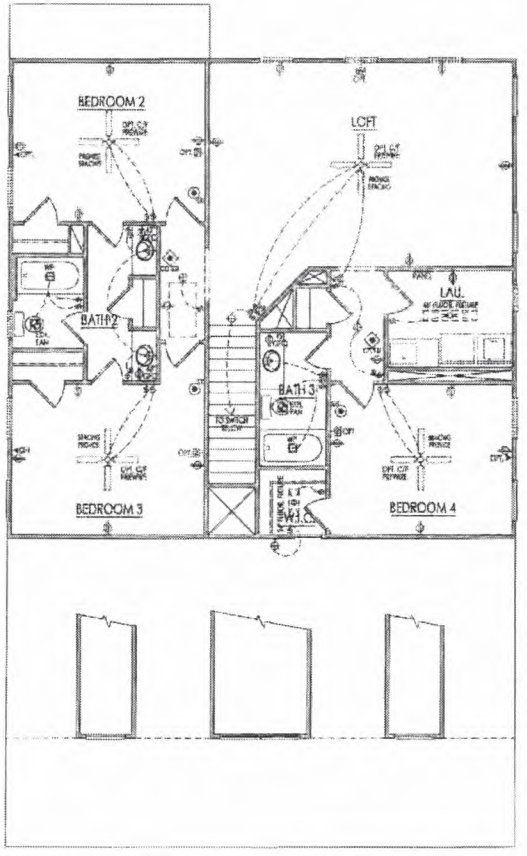
a. [illegible]

b. [illegible]

Note:
[illegible]



ELECTRICAL BOX HEIGHTS



SECOND FLOOR ELECTRICAL PLAN

SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17

homes unique inc
residential design

HOMES UNIQUE, INC
(C) 919-779-6984
(T) 919-779-5821
www.homesunique.com

EASTWOOD HOMES
ELEVATION HOUSE
CHARLOTTE NC 28209
(704) 509-4483 FAX: 704.643.7342

City Of Clarkston Inspections
REVIEWED FOR CODE COMPLIANCE
12/04/2020
Barton
APPROVED SUBJECT TO FIELD INSPECTION

5090 - VANDERHORST
RIGHT HAND
Second Floor Electrical

DRAWN BY: JAC
REVISED BY:
DATE: 12/02/20
SCALE: 1/4"=1'-0"
SHEET: 5.2

ROA 000711

EASTWOOD HOMES – CHARLESTON, SC

PROJECT:
1901 TEBALT DRIVE - LOT 148 SWYGERTS LANDING

5090 VANDERHORST

ABBREVIATION LEGEND

T:	– TOP OR TOP OF
T/B	– FOOTING
SF	– STRIP FOOTING (LOCATION)
CONC	– CONCRETE
WWM	– WELDED WIRE MESH
CMU	– CONCRETE MASONRY UNIT (CONCRETE BLOCK)
MSU	– MASONRY / CONCRETE WALL CONTROL JOINT
S/R	– STRUCTURAL STEEL OR STEEL
O.C.	– ON CENTER (SPACING)
PSI	– POUNDS PER SQUARE INCH (STRENGTH)
TYP	– TYPICAL
@	– MEAN AS "AT"
CLR	– CLEAR
SQ	– SQUARE
ETC	– ENTIRE OR TOGETHER
E/W	– EACH WAY
UNO	– UNLESS NOTED OTHERWISE
PT	– TREATED, PRESSURE TREATED AND WHEN REFER, ENSURE CONTENT WITHIN 1000 BIS FOR WATER, MARINE EXPOSURE
CONT	– CONTINUOUS
W/	– WITH
R.OUT	– WITH OUT
A. BOLTS	– ANCHOR BOLTS OR ROD
@	– READ AS "AT"
#	– PLATE
REINF	– REINFORCING
SHTHG	– SHEATHING, GENERALLY PLYWOOD
DIA	– DIAMETER

GEOTECHNICAL REPORTS: IF A SPECIFIC REPORT IS NOT REFERENCED HEREIN THE PLANS HAVE BEEN DESIGNED BASED ON ASSUMPTIONS. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO RETAIN A QUALIFIED GEOTECHNICAL ENGINEER WHO SHALL PERFORM INVESTIGATIONS TO INSURE THAT THE SOIL CONDITIONS ARE AT LEAST THOSE ARE ASSUMED HEREIN.

ANY AND ALL FILL SHALL BE ENGINEERED FILL AND PLACED IN STRICT ADHERENCE WITH THE PROJECT GEOTECHNICAL ENGINEERS RECOMMENDATIONS. FILL CAN AND WILL MOVE, EXCLUSIVELY ALONG FILL BETWEEN THE DIRECTION OF A GEOTECHNICAL ENGINEER IS PROVIDED. FILL SHALL BE PLACED IN LIFTS NOT TO EXCEED A MEDIUM LOOSE MEASURE. EACH LIFT SHALL BE COMPACTED TO WITHIN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY PRIOR TO PROCEEDING WITH THE NEXT LIFT.

ALL SLABS ON GRADE, UNLESS NOTED OR REQUIRED OTHERWISE BY THE PROJECT GEOTECHNICAL ENGINEER, SHALL BE PLACED ON COMPACTED FILL OR SUBGRADE. ALL SLABS SHALL BE PLACED OVER A VAPOR BARRIER (VB). VB SHALL BE INSTALLED IN A SMOOTH CONDITION, LAP ENDS NOT LESS THAN 12 INCHES. REPAIR ANY AND ALL PUNCTURES PRIOR TO SLAB PLACEMENT.

THE GENERAL CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED SURVEYOR WHO SHALL VERIFY ALL SITE AND BUILDING ELEVATIONS. THE GENERAL CONTRACTOR SHALL INSURE THAT THE LOWEST HORIZONTAL STRUCTURAL MEMBER IS ABOVE ANY AND ALL FEDERAL, STATE AND LOCAL REQUIREMENTS FOR CLEARANCE AND FLOOD ZONE RELATED ISSUES.

SITE WORK, DRAINAGE FOR ISSUES RELATED TO PERMEABILITY MUST BE OPEN SITES AND LOCATIONS. WHERE NOT SHOWN IN ABOVE DETAILS ALONG WITH THE WIND STRENGTH, AND DOES'T APPROACH ON BASE AND AREA FURTHER DIRECTION FROM ARCHITECT.

FOR STRUCTURES LOCATED WITHIN A "V" FLOOD ZONE, ALL PERIMETER WALLS SHALL BE OF BREAKAWAY CONSTRUCTION, UNLESS THEY ARE SPECIFICALLY NOTED AS SHEAR WALLS HEREIN.

SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWING ITEMS/SYSTEMS SPECIFICALLY NOTED OTHERWISE: REINFORCING STEEL, STRUCTURAL STEEL, ENGINEERED LUMBER AND TRUSSES. ALL SHOP DRAWINGS SHALL BE REVIEWED AND ALL OUTSTANDING ISSUES RELATED TO COORDINATION AND DIMENSIONS RESOLVED PRIOR TO SUBMITTING TO THE ENGINEER FOR REVIEW. THE GENERAL CONTRACTOR SHALL STAMP ALL SHOP DRAWINGS "APPROVED" PRIOR TO SUBMITTING TO THE ENGINEER FOR REVIEW.

CONTRACTOR SHALL SUBMIT TO ENGINEER A SITE PLAN AND A LOCATION PLAN CLEARLY NOTING WHERE THE SITE IS GEOGRAPHICALLY LOCATED WITH RESPECT TO NEAR LOW WATER AND OTHER OPEN AREAS OR FEATURES THAT MAY IMPACT THE SITE EXPOSURE. ALONG WITH THE ABOVE, SUBMIT DIP RATING OF SPECIFIC WINDOWS PROPOSED FOR THE PROJECT FOR REVIEW BY ENGINEER.

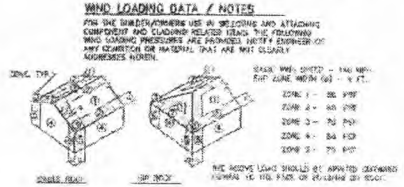
COPIES OF ALL WINDOW AND DOOR DP RATING SHEETS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

SEE THE ARCHITECTURAL DRAWINGS FOR ANY AND ALL DIMENSIONS AND CONDITIONS NOT NOTED HEREIN. WHERE DIMENSIONAL DISCREPANCIES ARE FOUND, THE ARCHITECTURAL DRAWINGS SHALL GOVERN. THE CONTRACTOR SHALL COORDINATE ALL TOP OF BEAM, TOP OF END AND TOP OF KNEE ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS.

THE GENERAL CONTRACTOR SHALL MAKE NO SUBSTITUTIONS FROM THOSE ITEMS SPECIFIED HEREIN WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT OR ENGINEER.

WIND LOADING DATA / NOTES

FOR THE BUILDER/OWNER(S) USE IN SPECIFYING AND ATTACHING COMPONENT AND CLADDING RELATED ITEMS. THE FOLLOWING WIND LOADING PRESSURES ARE PROVIDED HEREIN. ENGINEER OF ANY CONDITION OR MATERIAL THAT ARE NOT CLEARLY ADDRESSED HEREIN.



BASIC WIND SPEED = 140 MPH
EXP. CLOSE WIDTH (B) = X FT.

ZONE 1 = 00 PSF
ZONE 2 = 00 PSF
ZONE 3 = 00 PSF
ZONE 4 = 84 PSF
ZONE 5 = 00 PSF

WE ASSUME LOAD SHOULD BE APPLIED DOWNWARD NORMAL TO THE FACE OF BUILDING OR ROOF.

GENERAL NOTES

1. Structural drawings shall be used in conjunction with architectural and mechanical drawings and drawings relating to other trades. Contractor shall be responsible for checking and coordinating dimensions, clearances, etc. with the work of other trades. In case of conflict between drawings, the more stringent requirements shall govern.
2. In case of conflict between the drawings, notes and specifications, the specifications shall govern.
3. Work not indicated on or part of the drawings but reasonably implied to be similar to that shown of corresponding places shall be supplied.
4. Review all project documents prior to fabrication and start of construction. Report any discrepancies to the project Architect prior to proceeding with work.
5. It is the contractor's responsibility to protect existing facilities, structures and utility lines from all damage during construction.
6. Construction sequence and other provisions that are part of the contract documents for engineering inspection or supervision should only contain the structural elements.
7. All details and sections on this drawing are intended to be typical and shall be construed to apply to any similar situation elsewhere on the project except where a materially detail is shown.
8. Use of contract drawings reproduced in whole or any part by other drawing shall not relieve the contractor nor sub-contractors from their responsibility to accurately layout coordinate details.
9. Review all shop drawings for conformance with the project documents and for completeness and correct or contractor making questions. Stamp and initial all sheets as approved prior to acceptable shop drawings to Architect for review.

FOUNDATION NOTES

1. Backfill and all materials shall be placed in teh successive layers, in loose measurement, and each layer shall be compacted to at least, 90% of maximum laboratory density.
2. Backfill placement and control of same shall be observed and approved by the project geotechnical engineer.
3. Soil to be replaced, compacted and tested in accordance with the recommendations of the soils engineer.
4. Center of footings under load- bearing concrete columns or walls unless otherwise shown on plans. Maximum misplacement or eccentricity – 2".
5. Horizontal joints in footings will not be permitted.
6. Where vertical construction joints occur in continuous footings, provide a minimum continuous 2" x 4" keyway across joint for each 12" of depth.
7. Notify Architect if soil conditions are discovered that present the received soil bearing pressure from plans obtained.
8. Coordinate plumbing and foundation openings to minimize interference. Where plumbing lines need additional, their footing down as directed by engineer.
9. Excavating under or near footings/foundations shall examine the compaction and protection the footings/foundations are not disturbed.
10. Reinforcing steel as supplied as amount elements walls or metal sheets.

CONCRETE NOTES

1. Typical 28 day concrete compressive strength (f'c):
   LOCATIONS — f'c (psi)
   Slab On Grade — 2500
   Footings — 2500
   NOTE: All concrete shall be normal weight unless noted otherwise.
2. Reinforcing steel: ASTM A 615, grade 60. Minimum lap shall be 40 bar diameters or 24 inches, U.N.O.
3. Welded wire fabric: ASTM A 185 or ASTM A 497, 6x6 or equiv 10-10 mesh minimum.
4. Reinforcement cover: Footings - 3" slabs (1 1/2" (UNO).
5. All footings shall rest either on undisturbed soil or a mechanically operated vibratory plate or hamper should be used to densify any soils in the bottom of the footing trenches immediately during the excavation operation.
6. Contractor to be responsible for adequately protecting all excavation slopes.
7. No backfilling against foundation walls shall be done until concrete has attained 75% of its 28 day strength. Provide temporary bracing for walls exceeding more than 2'-0" of unbalanced. This bracing is to remain in place until all of slabs or floor framing supporting the wall have been placed and set.
8. All continuous horizontal reinforcing and corners and reinforcing shall be corner reinforcing to lap splice and established requirements per ACI 318, latest edition.
9. Reinforcement shall be properly held in place while placing concrete. If required, additional bars and stirrups shall be provided by the contractor to furnish support for steel.
10. For waterproofing details and locations, see architectural drawings.
11. Provide wall anchor rod reinforcing.
12. Contractor shall make no deviations from design openings without written approval of the Project Architect.
13. Structural concrete shall conform to ACI 301 and have the following exposure classifications:
   Location — Slump — Max. Aggregate
   Footings — 4" — 1 1/2" (D)
   Slabs — 4" — 3/4" (D)
   All concrete specific shall be ready-mix supplied.
14. All reinforcing steel shall be detailed, fabricated and installed in accordance with ACI 318 and ACI detailing manual, ACI-315 latest edition.
15. Not used.
16. Shop drawings for equipment shall be submitted for review prior to initial installation unless approved otherwise by project Architect.
17. No reinforcing bars shall be cut to accommodate the placement of equipment, conduit or other items. Use the structural drawings to define locations and details in construction with reviewed shop drawings for placement of reinforcing.
18. All openings or detailing of concrete walls, beams and slab footings, provide extra sets of same size and quantity (U.N.O.) as temporary steel. Refer to typical detail.
19. Place concrete per ACI 304. Use internal mechanical vibrators for all concrete. Limit maximum free fall drop of concrete to 5'-0" for #57 aggregate and 4'-0" for #8 aggregate. All connections should be taken to avoid segregation of concrete during placement.
20. Slab and all slabs not less than 1/4 slab depth. Cut shall be made as soon as possible without damaging the course aggregate, some dry dry placement.

MASONRY NOTES

1. Masonry construction shall conform to ACI "Building Code Requirements for Masonry Structures" (ACI/ASCE 530) and "Specifications for Masonry Structures" (ACI/ASCE 530.1) except as amended below.
2. Shrink joys of masonry walls and specifications for retention at the job site.
3. Not used.
4. Use type "S" mortar with minimum compressive strength of 1800 psi.
5. Masonry units shall conform to ASTM C90 with a minimum compressive strength of 1900 psi on net section, to provide net area compressive strength of masonry (f'm) of 1500 psi.
6. Provide filled cells at sides of jambs. In addition, provide filled cells adjacent to all openings at centerline of construction.
7. Provide bar anchor bonding around all other walls with vertical reinforcing.
8. Reinforcing for filled cells shall conform to ASTM A615, Grade 60. Provide the following as options for reinforcing: #4 bars - 24" o.c. #5 bars - 32" o.c.
9. Reinforcement will with ladder type reinforcement in bed joints at 16" o.c. maximum vertically. Lap splice at horizontal and overlapping 6". Provide prefabricated "tee" or corner sections at all intersecting walls.
10. Refer to typical wall sections for maximum construction height of masonry walls. Provide stem-wall holes at base of walls and under the concrete slab on grade.
11. Concrete for filled cells shall be vibrated during placement using a "pencil" type vibrator.
12. The masonry walls are not designed as self-stabilized temporary construction bents. It is the contractor's responsibility at all times to maintain wall stability during the construction phase of this project.
13. Not used.
14. The use of salt based bearing masonry units is prohibited on this project.
15. Masonry wall construction requires expansion/contraction joints. Locate these joints as directed by the project Architect and every than 40 feet on center. Avoid locations near windows and doors or other geometry that would lead to the formation of eyebrow cracks.
16. All lintels over masonry openings shall be Clad-Crete Lintels. Color Date lintels are available from General Materials, Inc.
17. Provide adequately sized lintel for all brick veneer in accordance with brick lintel instructions.

STRUCTURAL STEEL NOTES

1. Structural steel sections shall conform to the following ASTM specification (U.N.O.):
   Angles, plates, misc. steel — ASTM A36, Gr=36 ksi
   Tubes — ASTM A500, Grade B
   Anchor Bolts — ASTM A449
2. Provide temporary bracing or guys to provide lateral support until permanent lateral bracing is installed.
3. The contractor shall coordinate the erection of load plate abutment with the top of concrete and masonry elevation. In case of conflict, the contractor shall make adjustments in the size for the steel sections required.
4. All steel details and connections shall be in accordance with the requirement of the AISC SPECIFICATIONS (latest Edition), including all supplements and revisions.
5. Shop connections not specifically detailed on the drawings may be welded or bolted. Field connections not specifically detailed on the drawing shall be bolted.
6. Fabrication and erection of structural steel shall conform to the AISC "Manual of Steel Construction," and the AISC "Specification for Structural Steel Buildings," latest Editions.
7. All bolts shall be common work conforms to ASTM A-30 or A-307.
8. Beams shall be connected on opposite by top plates welded through the center line of the column unless specifically shown otherwise herein.
9. All beams shall be erected so the top runs as near as may be the dimensions as shown elevation. Shimming may be placed along the top flange, along the web and along the bottom flange where specified dimensions only shall be the case at 16" o.c. elsewhere.

TIMBER FRAMING NOTES

1. All timber construction shall be in accordance with AITC specifications and requirements.
2. All timber framing, unless noted otherwise, shall be #2 SPF or SPF (No.2 dense) with minimum properties of: (f'm=1200 psi, F'v=270 psi, E'm=1200 psi)
3. All engineered timber shall have minimum properties of: (f'm=2850 psi, F'v=290 psi, E'm=2600 psi)
4. Any and all timbers exposed to the earth, weather or in contact with concrete or masonry construction or ceiling joists (U) shall be treated in accordance with AWPA standards.
5. All connections shall be by the engineer company unless approved otherwise by the project Architect (UNO below).
6. All floor/roof framing, bracing, and connections shall be for the most a Engineered component construction.
7. All cantilever joy girders shall be glued and bolted together with three rows of 1/2" bolts at 8" o.c. (as per the joy girder detail).
8. Provide a double joist below all parallel walls and shear partitions. Provide a double joist adjacent to all stairwell openings.
9. Layout all plumbing vent and drains locations and check joists to avoid cutting at joists. Where a joist must be cut provide an additional joist on each side of the cut joist, as close as possible. If not there supports shall also surround floor framings rotate engineer for review.
10. Support at joists not header on joist and beam hangers. Bottom cord not be permitted without prior consultation from engineer.
11. Provide adequate (2016 X 24" strap) blocking at ridges and valleys at 32" o.c. Install to prevent opening uplift forces (i.e. across tops of ridges), or rafter ties at the same spacing.
12. Solid blocking shall maintain the depth of the floor joists, and be installed between joists along all interior and exterior walls. Additional blocking and be installed between joists at 1/3 points for 24 joist framing.
13. All walls supporting two floors and a roof shall be 2x6's at 16" o.c., 2x4's at 12" o.c. or 3x4's at 12" o.c.
14. The GC shall constantly and provide temporary stripes or blocking as may be required to provide a smooth surface for the installation of sheetrock. The requirement primarily occurs at, but is not limited to, vaulted ceilings and other such special conditions.
15. The framing and foundations shown herein has based on honest except and vinyl door thickness, normal weight materials and counter tops. If heavier materials are used notify engineer and install framing modifications prior to proceeding.
16. Where joist spaces are used, provide joist connectors with joist ratings in excess of the joist maximum joist across the roof from shop drawings. Contact engineer for specific structure it requires.
17. Not used.
18. Tie plates, drag struts, and be nailed together with one rows of 16d nails at 12" o.c. staggered.
19. Sudden plate spaces shall have alignments on either side. Where the plate is discrete or discrete you can provide 1/2" dia expansion bolt with 12" min. end of dia. anchor, or you may provide two greater fasteners within 8" on side of an opening. Plates attached to timber framing shall have two 16d nails driven into the supporting framing within 6" on side of an opening.
20. Provide min 2" x 3" x 1/4" square plate washers between 16" bottom and plates and the nut for anchor bolts.
21. Shear walls and columns shall not have an timber bearing. Provide extended wall plates and steel supports bearing directly on concrete or masonry as necessary for proper support.
22. All timber framing, unless otherwise indicate herein, shall be installed in accordance with the current edition of the Wood Frame Construction Manual.

DESIGN CRITERIA

DESIGN BASED ON THE 2018 IRC (RMC/PRSMC) ASCE-7/16

DEAD LOADING
ACTUAL SELF WEIGHT

DESIGN LOADS & INFORMATION	
BASIC WIND SPEED	140 MPH
WIND EXPOSURE CAT.	EXPOSURE B
SEISMIC DESIGN INFORMATION	ASCE-7
SEISMIC USE GROUP	GROUP I
Sds	.36
Sd1	.13
SITE CLASS	D
SEISMIC DESIGN CATEGORY	DWG. S-3.5 (ASCE-7) E)
SEISMIC FORCE RESIST. SYSTEM	LT. FRAMEWALL/SHEAR PANELS
DESIGN BASE SHEAR	28,850 LBS
FINISH FLOOR THICKNESS	SAMPLE STAGE)
FLOOR LL	40 PSF
FLOOR DL	20 PSF
ROOF LL	20 PSF
ROOF DL	20 PSF
DECKS & PORCHES LL	40 PSF
DECKS & PORCHES DL	15 PSF
STAIRS LL	40 PSF
GROUND SNOW LOAD	0 PSF

WHERE REQUIRED, WINDOWS AND DOORS SHALL HAVE A MINIMUM RATING AS NOTED. HOWEVER, THE GEOGRAPHICAL LOCATION OF A GIVEN BUILDING MAY REQUIRE THAT A HIGHER DP RATING BE USED. THE CONTRACTOR SHALL VERIFY WITH THE LOCAL BUILDING OFFICIAL THE REQUIRED DP RATING FOR THE SPECIFIC SITE OF THIS STRUCTURE.

(ASD PRESSURES SHOWN) — 140 MPH EXPOSURE B

GLAZING SIZE AREA (SQ FT)	WITHIN 40' CORNERS	INTERIOR ZONES
0 TO 10	+40/-40	+40/-40
11 TO 20	+40/-40	+40/-40
21 TO 50	+40/-40	+40/-40
51 TO 100	+35/-35	+35/-35

(ASD PRESSURES SHOWN) — 140 MPH EXPOSURE C

GLAZING SIZE AREA (SQ FT)	WITHIN 40' CORNERS	INTERIOR ZONES
0 TO 10	+40/-41	+35/-40
11 TO 20	+40/-40	+40/-40
21 TO 50	+40/-40	+40/-40
51 TO 100	+35/-35	+35/-35

WHERE WIND BORN DEBRIS PROTECTION IS REQUIRED, PROVIDE REMOVABLE IMPACT PANELS. THESE PANELS MAY BE COMMERCIALLY MANUFACTURED PANELS RETAINED FOR THIS SPECIFIC PURPOSE OR CONSTRUCTED FROM 7/16" OSB PLYWOOD.

NO.	DESCRIPTION	DATE

STATE OF SOUTH CAROLINA
SOUTHERN CONSULTING & ENGINEERING, INC.
No. CB3535
CERTIFICATE OF AUTHORIZATION

USE OF THESE DRAWINGS IS NOT WITHOUT LIMITATION, AND ARE PROVIDED IN ACCORDANCE WITH THE TERMS OF USE OF THESE "TERMS OF USE" ON OUR WEBSITE AT WWW.SCE-ENGNG.COM. BY ACCEPTANCE OF THESE DRAWINGS, CLIENT, PROJECT ARCHITECT AND/OR CONTRACTOR AGREE TO THE TERMS OF USE.

REVIEWED FOR CODE COMPLIANCE 12/04/2020
City of Charleston Inspections

South & Engineering
Structural Engineering
105 Central Avenue
Goose Creek, South Carolina

Bus(843) 718-2525
Fax (843) 718-2776
www.sce-engng.com

SOUTHERN CONSULTING AND ENGINEERING, INC.

SHEET NO. | DATE: 7/8/20

S100

ROA 000712

EASTWOOD HOMES – CHARLESTON, SC

PROJECT

5090 VANDERHORST

(GRAVE UNDER)

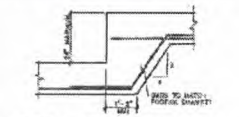
WINDOW CORNER PLACEMENT

SOUTHERN CONSULTING ENG. INC. HAS REVIEWED THE EXTERIOR SHEAR WALLS AND THE WINDOW PLACEMENT WITH RESPECT TO THE CORNERS AND HAVE FOUND THEM ACCEPTABLE AS SHOWN FROM A STRUCTURAL LATERAL FORCE PERSPECTIVE

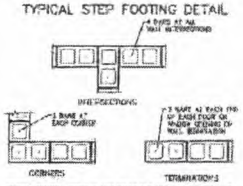
EXTERIOR WALL FRAMING SCHEDULE

WALL PLATE HEIGHT	STUD LOCATION	CMU SIZE / SPACING (1)
WALLS LESS THAN 9'-6"	PIERS & CORNERS	2X4'S AT 16" O.C.
9'-10" PLATE HEIGHT	GREATER THAN 4' FROM CORNERS	2X4'S AT 16" O.C.
9'-10" PLATE HEIGHT	LESS THAN 4' FROM CORNERS	2X4'S AT 12" O.C.
9'-11" TO 12'-0" WALL	OPENING & CORNERS	2X6'S AT 12" O.C.
12'-1" TO 14'-0" WALL	INTERIOR & CORNERS	2X6'S AT 12" O.C. 2X4'S AT 16" O.C.
14'-1" TO 16'-0" WALL	INTERIOR & CORNERS	(2)2X6'S AT 16" O.C. 2X6'S AT 12" O.C.
16'-1" TO 18'-0" WALL	INTERIOR & CORNERS	(2)2X6'S AT 12" O.C. (2)2X6'S AT 16" O.C.

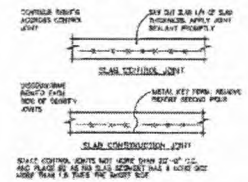
(1) WALL STUD SIZE AND SPACING AS A MINIMUM. USE THAT SHOWN HEREIN OR IN ARCH'L DRAWINGS IF LARGER STUDS OR TIGHTER SPACING IS REQUIRED FOR ARCHITECTURAL OR COMPONENT ATTACHMENT REASONS



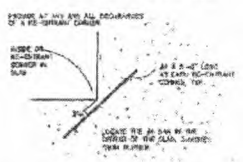
TYPICAL STEP FOOTING DETAIL



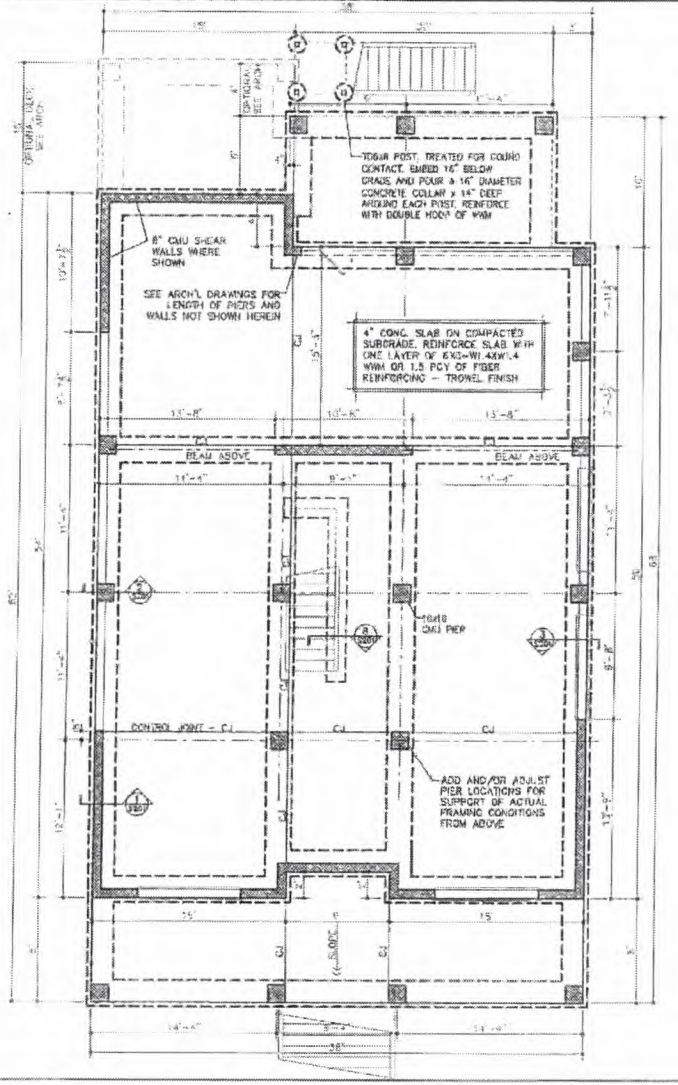
TYP. CMU DETAILS



TYP. SLAB JOINT'G DETAILS



TYP. RE-ENTRANT CORNER DETAIL



FOUNDATION PLAN (ELEVATIONS A,B,C, AND D)

SCALE: 1/8" = 1'-0"

SEE ARCH'L DRAWINGS FOR DIMENSIONS AND CONDITIONS NOT SHOWN HEREIN.

TOP OF FOOTINGS SHALL BE NOT LESS THAN 8" BELOW FINISHED GRADE

FOOTINGS AND SLABS SHALL NOT BE PLACED ON FILL. PLACEMENT AND USE OF COMPACTED FILL IN EXCESS OF 12" SHALL REQUIRE THE INVOLVEMENT AND BE PLACED UNDER THE SUPERVISION OF A QUALIFIED GEOTECHNICAL ENGINEER.

MASONRY HEIGHT ABOVE GRADE SHALL NOT EXCEED 9'-6" WITHOUT PRIOR WRITTEN APPROVAL FROM ENGINEER.

NO SOILS REPORT OR SOILS INVESTIGATION HAS BEEN PERFORMED ON THIS SITE. THIS FOUNDATION DESIGN IS BASED ON ASSUMED SOIL CONDITIONS AND AN ASSUMED SOIL CAPACITY OF 2000 PSF. IT IS THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO RETAIN THE SERVICES OF A QUALIFIED GEOTECHNICAL ENGINEER TO VERIFY THE SOIL CONDITIONS ARE ADEQUATE AND THE SITE HAS BEEN PROPERLY PREPARED PRIOR TO THE START OF WORK.

THE GC SHALL REVIEW AND APPROVE ALL DIMENSIONS SHOWN HEREIN PRIOR TO THE START OF WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES OR CONDITIONS FOUND CONTRARY TO THAT SHOWN WITHIN THE ARCH'L DRAWINGS.

SOUTHERN CONSULTING HAS BEEN RETAINED TO PROVIDE SPECIFIC AND LIMITED SERVICES. THESE SERVICES INCLUDE THE FOUNDATION, UPLIFT AND LATERAL FORCE RESISTING SYSTEMS AND DETAILS. ANY WORK RELATED TO FRAMING OR ELEMENT SIZES HAS BEEN RESEARCHED OR PROVIDED. DURING CONSTRUCTION, IT MAY BECOME APPARENT THAT ADDITIONAL FOUNDATIONS OR FOOTINGS MAY BE REQUIRED. NOTIFY ENGINEER OF ANY SUCH OCCURRENCE FOR UPDATES

REVISION	DATE

SOUTH CAROLINA — 21631 — M. AUSTIN — REGISTERED PROFESSIONAL ENGINEER

SOUTH CAROLINA — SOUTHERN CONSULTING & ENGINEERING, INC. — No. C03365 — CERTIFICATE OF AUTHORIZATION

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SOUTHERN CONSULTING AND ENGINEERING, INC.

JOB: 17411-d | DATE: 7/6/20

S110

RIGHT HAND

ROA 000713

EASTWOOD HOMES – CHARLESTON, SC

PROJECT:

5090 VANDERHORST

INTERIOR SHEAR WALL NOTES – DRIVE UNDER

1) SHEATH ONE SIDE OF SHEAR WALL WITH 7/16" OSB, AS NOTED ON PLAN. BLOCK JOINTS AND FASTEN AS NOTED HEREIN.

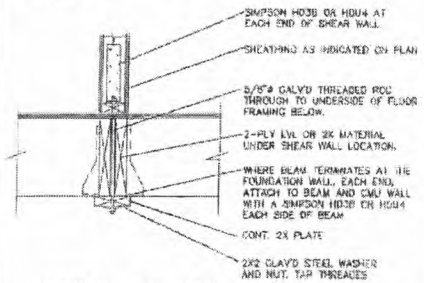
2) PROVIDE CONT. BLOCKING ABOVE WALL WHERE JOISTS OR TRUSSES ARE PERPENDICULAR TO DIRECTION OF WALL. ATTACH BLOCKING TO JOISTS AND TRUSSES TO ALLOW FOR TRANSMITTION OF LATERAL FORCES FROM CEILING/FLOOR INTO WALL BELOW.

3) WHERE JOISTS OR TRUSSES ARE PARALLEL WITH SHEAR WALL, ALIGN JOIST OVER WALL AND BLOCK AS REQUIRED TO ALLOW PLYWOOD TO EXTEND UP AND FASTEN TO BOTTOM CHORD OF TRUSS OR JOIST.

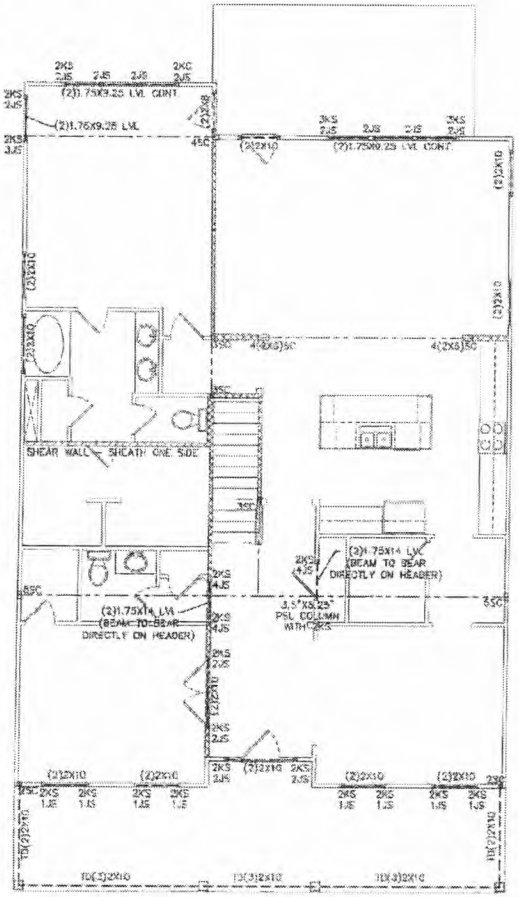
4) INSTALL TRUSS BRACING AND BLOCKING TO ALLOW LATERAL FORCES TO TRANSFER TO SHEAR WALL BELOW.

5) WHERE AN INTERIOR SHEAR WALL TERMINATES PERPENDICULAR TO AN EXTERIOR WALL, STRAP WITH TOP PLATE WITH A SIMPSON CS20X48" EXTENDING OUT AND DOWN THE OUTSIDE FACE OF THE EXTERIOR WALL 18".

6) AT THE ENDS OF EACH SHEAR WALL SEGMENT, INSTALL A SIMPSON HD3B OR HDU4.



SECTION A–A SHEAR WALL



INTERIOR SHEAR WALL NOTES – AT SLAB

1) ATTACH WALL TO SLAB WITH 5/8"ø X 8" EPOXY OR ANCHOR BOLTS AT 48" O.C.

2) INSTALL SIMPSON HD3B AT EACH END OF THE HATCHED SHEAR WALL.

3) SHEATH ONE OR BOTH SIDES OF SHEAR WALL WITH 7/16" OSB, AS NOTED ON PLAN. BLOCK JOINTS AND FASTEN AS NOTED HEREIN. OSB SHEATHING TO CONTINUE TO WITHIN 2" OF TOP OF BLOCKING OR FLOOR/CEILING FRAMING ABOVE.

4) PROVIDE CONT. BLOCKING ABOVE WALL WHERE JOISTS OR TRUSSES ARE PERPENDICULAR TO DIRECTION OF WALL. ATTACH BLOCKING TO JOISTS AND TRUSSES TO ALLOW FOR TRANSMITTION OF LATERAL FORCES FROM CEILING/FLOOR INTO WALL BELOW.

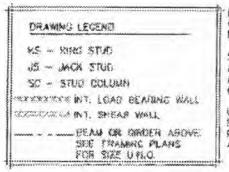
5) WHERE JOISTS OR TRUSSES ARE PARALLEL WITH SHEAR WALL, ALIGN JOIST OVER WALL AND BLOCK AS REQUIRED TO ALLOW PLYWOOD TO EXTEND UP AND FASTEN TO BOTTOM CHORD OF TRUSS OR JOIST.

6) INSTALL TRUSS BRACING AND BLOCKING TO ALLOW LATERAL FORCES TO TRANSFER TO SHEAR WALL BELOW.

7) WHERE AN INTERIOR SHEAR WALL TERMINATES PERPENDICULAR TO AN EXTERIOR WALL, STRAP WITH TOP PLATE WITH A SIMPSON CS20X48" EXTENDING OUT AND DOWN THE OUTSIDE FACE OF THE EXTERIOR WALL 18".

FIRST FLOOR HEADER AND STUD LAYOUT

SCALE: 1/8" = 1'-0"



HEADER SUPPORT NOT SHOWN HEREIN SHALL BE ONE KING STUD AND ONE JACK STUD AT EACH END, U.N.O.

STUDS, HEADERS, AND BEAM SIZES SHOWN HEREINC ARE BASED UPON FRAMING PLANS SHOWN HEREIN AND/OR TRUSS LAYOUTS PROVIDED STOCK COMPONENTS DATED 6-18-15.

IF ALTERNATE FRAMING IS ANTICIPATED, PROVIDE ENGINEER WITH UPDATED LAYOUTS AND FRAMING PLANS FOR REVIEW PRIOR TO START OF WORK AND ANTICIPATE CHANGES.

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER
[illegible] M. [illegible]

SOUTH CAROLINA
SOUTHERN CONSULTING & ENGINEERING, INC.
No. C03355
CERTIFICATE OF AUTHORIZATION

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SCE-17433-6 | DATE: 12/8/20

S115

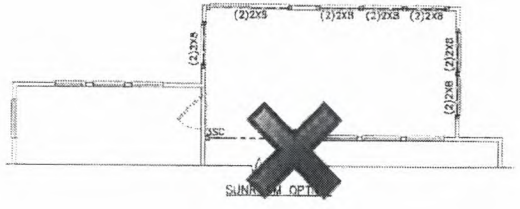
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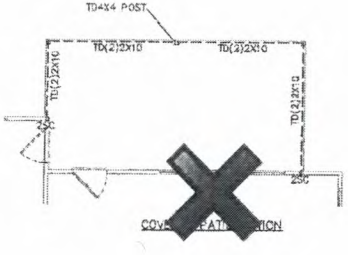
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EASTWOOD HOMES – CHARLESTON, SC

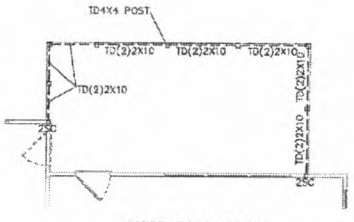
PROJECT:

5090 VANDERHORST





COVERED PATIO OPTION



SCREEN PORCH OPTION

PARTIAL FIRST FLOOR HEADER AND STUD LAYOUTS

SCALE: 1/8" = 1'-0"

SEE S115 FOR DETAILS AND INFORMATION NOT SHOWN HEREIN.

REVISION | DATE

SOUTH CAROLINA
REGISTERED
No. 32642
ANTHONY M. AUSTIN

SOUTH CAROLINA
SOUTHERN CONSULTING & ENGINEERING, INC.
No. C03355
CERTIFICATE OF AUTHORIZATION

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12/04/2020

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JOB 17431-0 | DATE 7/8/20

S116

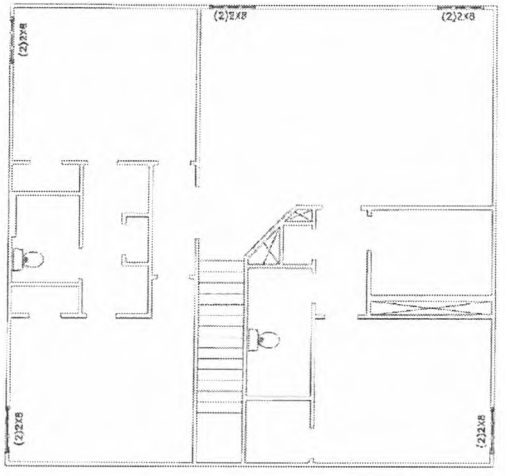
RIGHT HAND

ROA 000715

EASTWOOD HOMES – CHARLESTON, SC

PROJECT

5090 VANDERHORST



SECOND FLOOR HEADER AND STUD LAYOUT

SCALE: 1/8" = 1'-0"

DRAWING LEGEND

KS – KING STUD
JS – JACK STUD
SC – STUD COLUMN

HEADER SUPPORT NOT SHOWN HEREIN SHALL BE ONE KING STUD AND ONE JACK STUD AT EACH END, U.N.O.

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REVISION DATE

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER ANTHONY M. AUSTIN No. 32422

SOUTH CAROLINA SOUTHERN CONSULTING & ENGINEERING, INC. No. C03355 CERTIFICATE OF AUTHORIZATION

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SOUTHERN CONSULTING AND ENGINEERING, INC.

JOB 17431-0 | DATE: 7/8/20

S125

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ROA 000716

EASTWOOD HOMES – CHARLESTON, SC

PROJECT:

5090 VANDERHORST

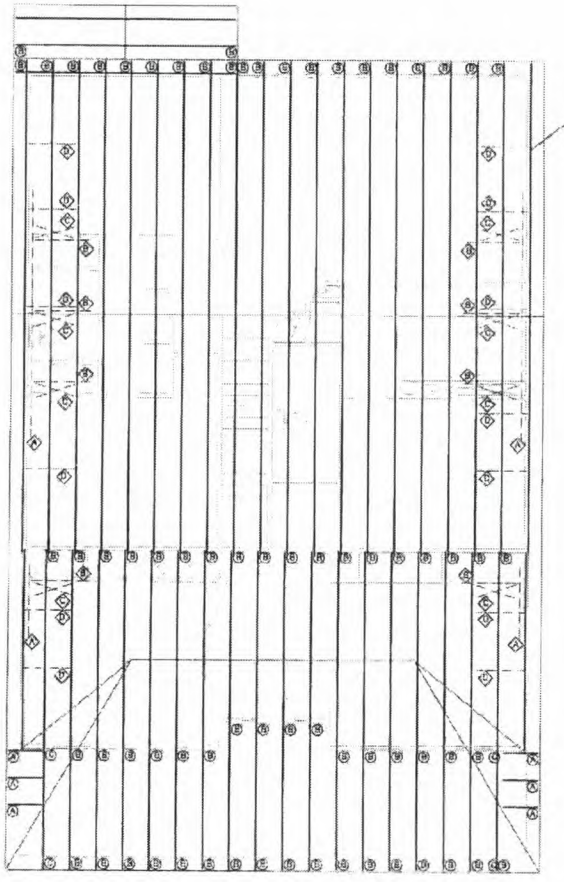
DRAWING NOTES:

(A) 2X6 HDR, 2X4 VERT NAILED TOGETHER 90 DEGREES TO EACH OTHER TO FORM AN 'L' SHAPE. NAIL TO HDR HEIGHT OF GABLE END WALL WITH (2) 16D NAILS PER ENWALL VERTICAL

(B) 2X4 ON TOP OF TRUSS BOTTOM CHORD. ATTACH TO EACH TRUSS BOTTOM CHORD WITH (2) 16D NAILS, EXTEND BACK NOT LESS THAN 4 BAYS

(C) 2X4 DIAGONAL BRACE FROM 2X4'S NOTED IN NOTE A DOWN TO AND ATTACHED TO 2X4 BOTTOM CHORD BRACING NOTED IN B

(D) 2X4 BLOCKING BETWEEN OUTER 2 TRUSS BAYS, TOP AND BOTTOM CHORDS. SPACE NOT MORE THAN SIX (6) FEET ON CENTER ALONG ALL GABLE ENDS



CENTER OSB SHEET ON WALL TOP PLATE, NO OTHER TRUSS CONNECTOR NEEDED FOR GABLE END TRUSSES, TYP.

UPLIFT CONNECTOR SCHEDULE

MARK	CONNECTOR
(A)	H2.5A
(B)	H10, or (2)H2.5A
(C)	H14
(D)	LGT2 W/ TRU2
(E)	HGT-3 (1)

ALL CONNECTORS SHALL BE SIMPSON OR APPROVED

ALL CONNECTORS SHALL BE GALVANIZED. THOSE EXPOSED TO THE ELEMENTS SHALL BE Z-MAX FINISH.

(1) PROVIDE SIMPSON HTT22 BELOW TOP PLATE AND ATTACH TO EACH SIDE OF TRIPLE STUD BELOW TRUSS. STRAP BETWEEN FLOORS BELOW WITH (2) CS18'S X 5'-0" IN LINE WITH SUPPORTING STUDS

ROOF CONNECTOR LAYOUT

SCALE: 1/8" = 1'-0" ELEVATION C

CONNECTOR LAYOUTS SHOWN HEREIN ARE BASED ON LAYOUTS PROVIDED BY BUILDER'S FIRST SOURCE AND DATED 08/09/18

REVISION DATE

SOUTH CAROLINA ANTHONY M. AUSTIN No. 32242 REGISTERED PROFESSIONAL ENGINEER

SOUTH CAROLINA SOUTHERN CONSULTING & ENGINEERING, INC. No. C03355 CERTIFICATE OF AUTHORIZATION

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SOUTHERN CONSULTING AND ENGINEERING, INC.

JOB: 17431-0 DATE: 7/8/20

S130

RIGHT HAND

ROA 000717

EASTWOOD HOMES – CHARLESTON, SC

PROJECT:

5090 VANDERHORST

DRAWING NOTES:

Ⓐ 2x6 HOR. 2X4 VERT NAILED TOGETHER 90 DEGREES TO EACH OTHER TO FORM AN 'L' SHAPE. NAIL TO END HEIGHT OF GABLE END WALL WITH (2) 16D NAILS PER ENWALL VERTICAL

Ⓑ 2X4 ON TOP OF TRUSS BOTTOM CHORD. ATTACH TO EACH TRUSS BOTTOM CHORD WITH (2) 10D NAILS. EXTEND BACK NOT LESS THAN 4 BAYS

Ⓒ 2X4 DIAGONAL BRACE FROM 2X4'S NOTED IN NOTE A DOWN TO AND ATTACHED TO 2X4 BOTTOM CHORD BRACING NOTED IN B

Ⓓ 2X4 BLOCKING BETWEEN OUTER 2 TRUSS BAYS, TOP AND BOTTOM CHORDS. SPACE NOT MORE THAN SIX (6) FEET ON CENTER ALONG ALL GABLE ENDS

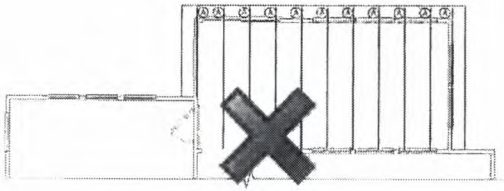
UPLIFT CONNECTOR SCHEDULE

MARK	CONNECTOR
Ⓐ	H2.5A
Ⓑ	H10, or (2)H2.5A
Ⓒ	H14
Ⓓ	LGT3 W/ 1512
Ⓔ	HGP-3 (1)

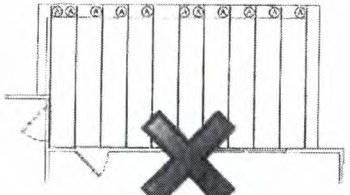
ALL CONNECTORS SHALL BE SIMPSON OR APPROVED

ALL CONNECTORS SHALL BE GALVANIZED. THOSE EXPOSED TO THE ELEMENTS SHALL BE ?-MAX FINISH.

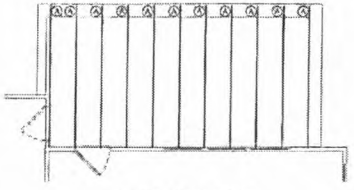
(1) PROVIDE SIMPSON HTT22 BELOW TOP PLATE AND ATTACH TO EACH SIDE OF TRIPLE STUD BELOW TRUSS. STRAP BETWEEN FLOORS BELOW WITH (2) CS16'S X 5'-0" IN LINE WITH SUPPORTING STUDS



SUNROOM OPTION



COVERED PATIO OPTION



SCREEN PORCH OPTION

PARTIAL ROOF CONNECTOR LAYOUTS

SCALE: 1/8" = 1'-0" OPTIONS

CONNECTOR LAYOUTS SHOWN HEREIN ARE BASED ON LAYOUTS PROVIDED BY BUILDER'S FIRST SOURCE AND DATED 08/09/18

REVISION DATE

SOUTH CAROLINA ANTHONY M. AUSTIN REGISTERED PROFESSIONAL ENGINEER No. 30642

SOUTH CAROLINA SOUTHERN CONSULTING & ENGINEERING, INC. No. C03358 CERTIFICATE OF AUTHORIZATION

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JOB:17421-0 DATE: 7/8/20

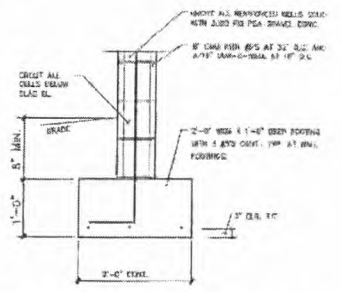
S131

RIGHT HAND

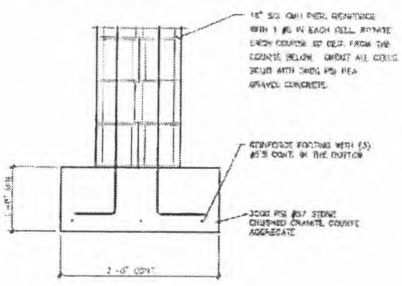
ROA 000718

EASTWOOD HOMES – CHARLESTON, SC

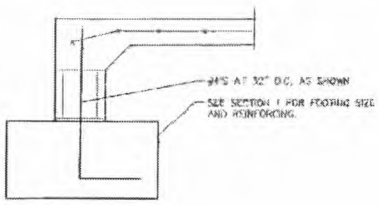
PROJECT: 5090 VANDERHORST



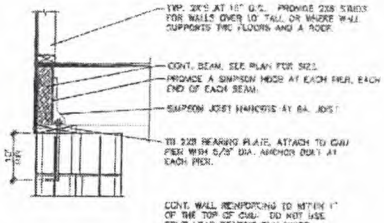
TYP. WALL FOOTING DETAIL 1



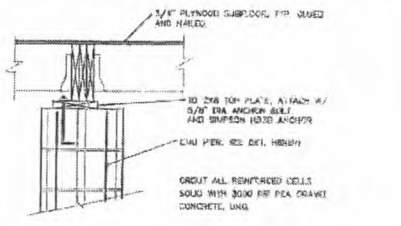
16X16 CMU PIER 2



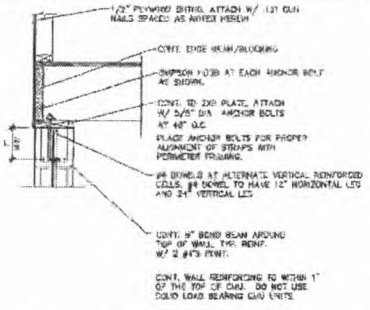
TYP. EDGE OF SLAB DET. 3



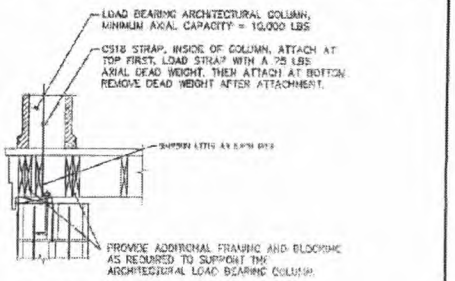
PIER EDGE FRAMING DETAIL 4



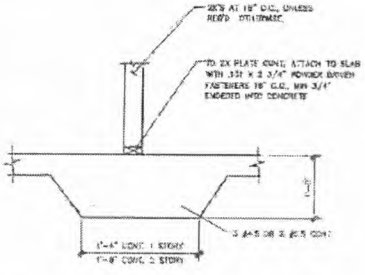
TYP. INT. PIER DETAIL 5



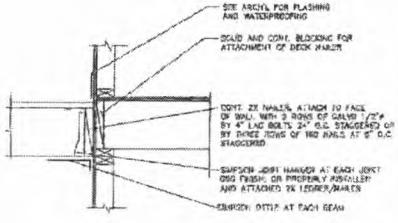
CMU WALL FRAMING DETAIL 6



TYP. PORCH COL. DETAIL 7

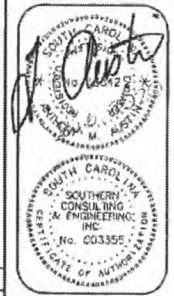


INT. WALL NO ROOF LOADS 8



DECK ATTACHMENT DETAIL 9

REVISION DATE
DETAILS 12/19/2019



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JOB: 17421-d | DATE: 7/6/18

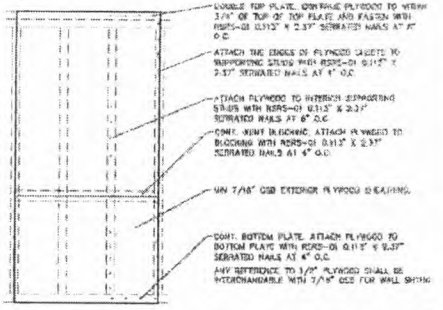
S201

ROA 000719

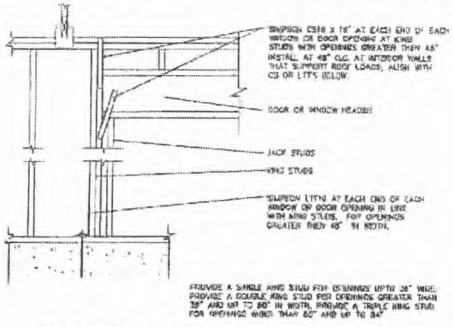
EASTWOOD HOMES – CHARLESTON, SC

PROJECT:

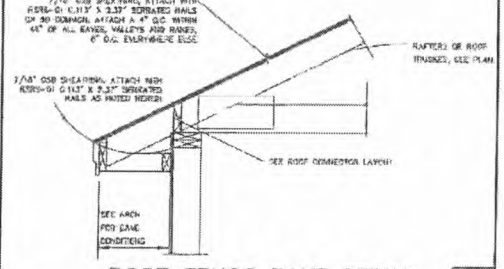
5090 VANDERHORST



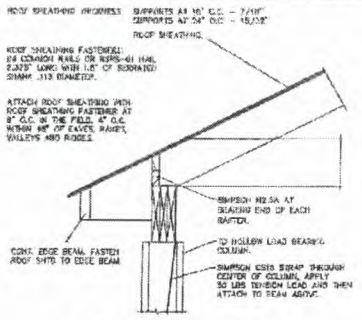
PLYWOOD NAILING PATTERN 3



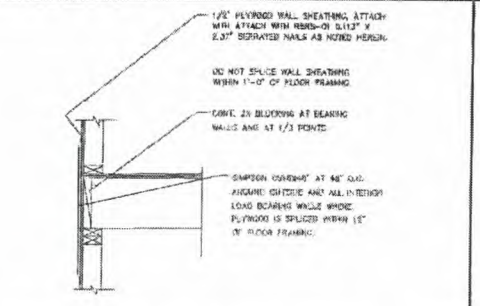
TYP. WALL STRAPING DETAIL 4



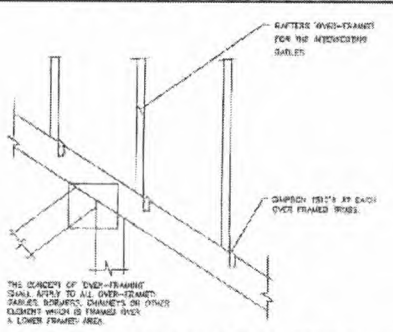
ROOF TRUSS EAVE DETAIL 5



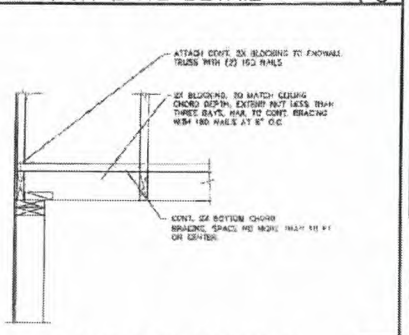
PORCH EAVE DETAIL 6



TYP. FLOOR TO FLOOR DETAIL 7

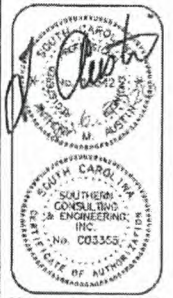


TYP. OVER-FRAMING DETAIL 8



TYP. GABLE END FRAMING 9

DETAILS 12/16/2019



THE USE OF THESE DRAWINGS IS NOT WITHOUT LIMITATION. THEY ARE PROVIDED, IN ACCO OUR STANDARD TERMS OF OF THESE TERMS OF USE OR OUR WEBSITE AT WWW USE OF THESE DRAWINGS SH ACCEPTANCE OF THESE TE CLIENT, PROJECT ARCHITE ENGR, OWNER OR ANY WAY NEED TO

REVIEWED FOR CODE COMPLIANCE 12/04/2020
Charleston Inspections
APPROVAL SUBJECT TO FIELD INSPECTION

South
& Engineering
Structural Engin
105 Central Av
Goose Creek, South

Bus(843) 718-2525
Fax (843) 718-2776
www.sce-engng.com

SOUTHERN CONSULTING AND ENGINEERING, INC.

100-17431-0 DATE: 7/8/20

S202

ROA 000720

EASTWOOD HOMES – CHARLESTON, SC

PROJECT: 5090 VANDERHORST

HEADER / LINTEL SCHEDULE

SINGLE STORY OR UPPERMOST FLOOR

MARK	SIZE / DEPTH	ALT. SIZE
0' TO 3'-2"	2 – 2X8'S	3.5 X 9.375 7B LSL
3'-3" TO 5'-2"	2 – 2X8'S	3.5 X 5.125 2.0 LSL
5'-3" TO 7'-0"	2 – 2X10'S	3.5 X 7.25 7B LSL
7'-1" TO 9'-0"	(2)1.75X10 LVL	
9'-1" AND UP	CONSULT WITH ENGINEER FOR SIZE	

1ST FLOOR OF 2 STORY, 1ST AND 2ND OF 3 STORY

MARK	SIZE / DEPTH	ALT. SIZE
0' TO 3'-2"	2 – 2X8'S	3.5 X 5.06 7B LSL
3'-3" TO 5'-2"	2 – 2X10'S	3.5 X 7.25 7B LSL
5'-3" TO 7'-0"	2 – 2X12'S	3.5 X 9.25 7B LSL / LVL
7'-1" TO 9'-0"	(2)1.75X12 LVL	
9'-1" AND UP	CONSULT WITH ENGINEER FOR SIZE	

ALL LINTELS SHALL BEAR ON NOT LESS THAN DOUBLE CUT JACK STUDS. JACK STUDS SHALL BE NAILED TO SUPPORTING DOUBLE KING STUDS WITH 2 ROWS OF 16D NAILS AT 12 O.C. STAGGERED.

FOR 2X6 WALLS, ADD AN ADDITIONAL PLY OF LINTEL MATERIAL.

SEE STRAPPING DETAIL FOR UPLIFT CONNECTIONS AROUND WINDOWS AND DOORS.

THE ABOVE LINTELS/HEADERS ARE ENGINEERED FOR UNDERSIDE SUPPORTING ONE FLOOR AND ROOF LOADS ONLY. CONSULT WITH ENGINEER FOR OPENINGS THAT SUPPORT TWO FLOORS AND/OR ROOF LOADS (3 STORY) AND FOR PIECES THAT ARE SUPPORTING A POINT OR BEAM LOADING.

THE HEADER SIZES ABOVE DO NOT ALLOW FOR POINT LOADS OR IF A BEAM OR OTHER HEAVILY LOADED ELEMENT FALLS OVER HEADER SHOWN.

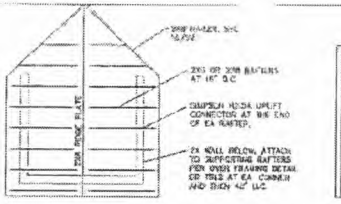
BUILT-UP HEADERS ARE SIZED WITH THE APPLICATION OF PLYWOOD OR OSB MATERIAL INSTALLED IN BETWEEN EACH PLY.

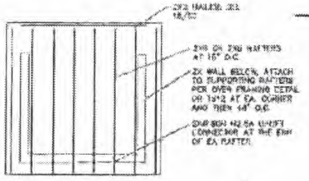
OSB HEADER WIDTHS LESS THAN THE THICKNESS OF THE WALL FRAMING SHALL HEADER TO OUTSIDE FACE OF WALL.

Multiple LVL Attachment Schedule

FASTENER	(2) PLY LVL	(3) PLY LVL	(4) PLY LVL
16d Nails	3 ROWS 12" O.C.	3 ROWS 12" O.C. EACH SIDE	
1/4"X3.5" SCREWS	2 ROWS 16" O.C.	2 ROWS 16" O.C. EACH SIDE	2 ROWS 12" O.C. EACH SIDE AND EACH PLY
1/2" DIA THRU BOLTS	2 ROWS 24" O.C.	2 ROWS 36" O.C.	2 ROWS 18" O.C.

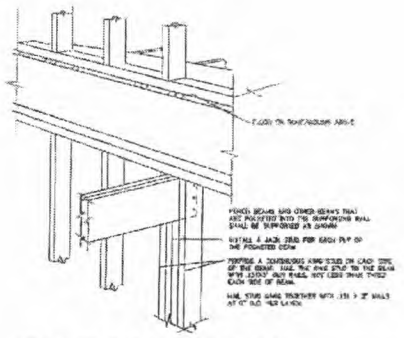
1. FASTENER ROWS ARE TO BE STAGGERED
2. FOR LVL BEAMS 12" OR MORE IN DEPTH, INSTALL AN ADDITIONAL ROW OF THE FASTENER SHOWN ABOVE. IE. 3 ROWS BECOME 4 ROWS.
3. WHERE THE MULTIPLE LVL SUPPORTS A PERPENDICULAR BEAM, INSTALL 2 1/2" DIAMETER BOLTS WITHIN 6" EACH SIDE OF PERPENDICULAR BEAM.





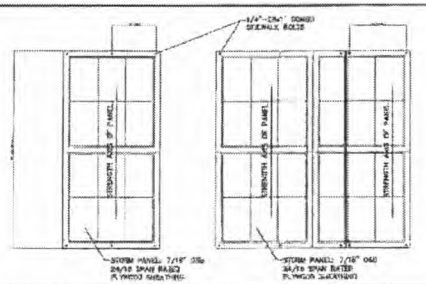
DORMER FRAMING DETAIL

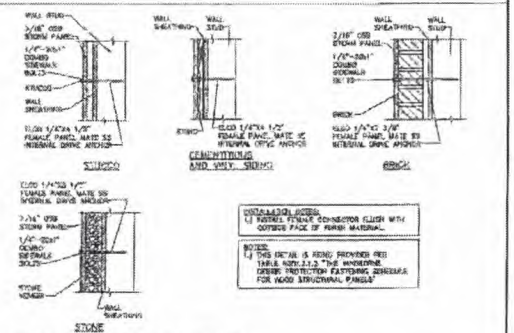
SCALE: 1/4" = 1'-0"



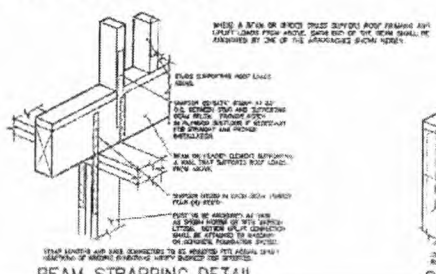
BEAM POCKET BEARING DET.

WINDOW FLYING DEBRIS PROTECTION

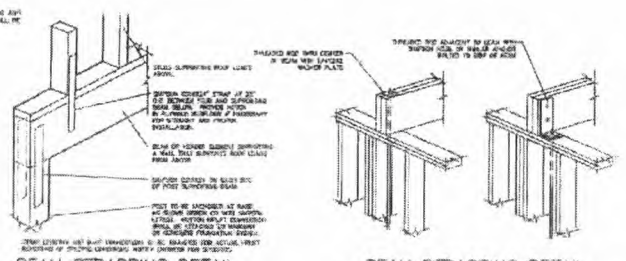




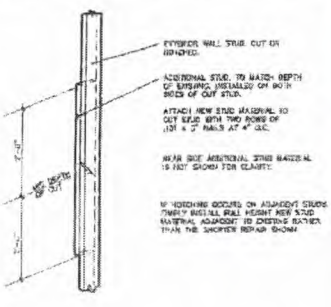
WINDOW PANEL FASTENING DETAILS



BEAM STRAPPING DETAIL

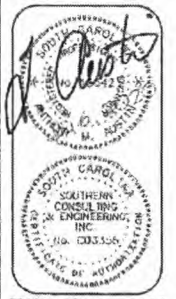


BEAM STRAPPING DETAIL



CUT STUD REPAIR DETAIL

DETAILS 12/16/2019



THE USE OF THESE DRAWINGS IS NOT WITHOUT LIMITATION. THEY ARE PROVIDED IN ACCORDANCE WITH OUR STANDARD TERMS OF SERVICE. THE TERMS OF USE ON OUR WEBSITE AT WWW.SCE-ENGNG.COM. BY ACCEPTANCE OF THESE DRAWINGS, CLIENT, PROJECT ARCHITECT, GENERAL CONTRACTOR AND ANY OTHER PARTY AGREES TO BE BOUND BY THESE TERMS OF USE.

REVIEWED FOR CODE COMPLIANCE 12/04/2020
City of Charleston Inspections
Joseph Bogert, Plans Examiner

South
& Engineeri
Structural Engi
105 Central Av
Goose Creek, Soutl

Bus(843) 718-2525
Fax (843) 718-2776
www.sce-engng.com

SOUTHERN CONSULTING AND ENGINEERING, INC.

SCE 17431-0 || DATE: 7/15/20

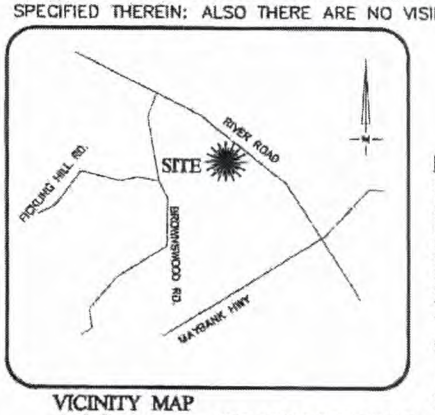
S301

ROA 000721

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

REVISIONS

REV. #	DATE	COMMENT
REV. 1	10/21/20	MOVED HOUSE AND STAIRS PER BUILDER SKETCH
REV. 2	11/28/20	MOVED HOUSE PER BUILDER



VICINITY MAP
Not To Scale

NOTE: STAIRS SHOWN SCALED PER PLANSET.

LEGEND

E.I.P.	EXISTING IRON PIN
E.C.M.	EXISTING CONCRETE MONUMENT
S.I.P.	SET IRON PIN
P.D.E.	PUBLIC DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
F.P.E.	FLOOD PROTECTION ELEVATION
CLOSURE	EXCEEDS 1 INCH in 10,000'
	PROPERTY LINE
	ADJOINER PROPERTY LINE BY DEED OR PLAT
MH	MAN HOLE
	LIGHT POST
	WATER SERVICE UTILITY
	SEWER SERVICE UTILITY

FRONTAGE RATIO CHART	
DESCRIPTION	AREA
BUILDING FRONTAGE	38.0'
LOT WIDTH	147.0'
38'/147'=	25.9%

HOA #52

PROPOSED TOP OF BANK

VARIABLE WIDTH PRIVATE /POA/HOA DRAINAGE EASE. & C.of C. ACCESS EASEMENT

N 08°39'21" E 147.00'

24' C.of C. DRAINAGE EASE. (12' EACH SIDE)

143

20,948 Sq.Ft± 0.48 Ac.±

39.5'

DECK

SCREENED PORCH

VANDERHORST 5060 "C" 2-CAR GAR RIGHT DRIVE UNDER SIDE LOAD 6/26/19

MIN FFE = 13 (BFE+2' PER BLDR)

SERVICE

N 81°20'39" W 142.50'

S 81°20'39" E 142.50'

144

49.5'

59.5'

10.0'

35.0'

CURB INLET

10' GENERAL UTILITY EASEMENT

S 08°39'21" W 147.00'

NOTE: UTILITIES SHOWN SCALED PER PDFS PROVIDED BY BUILDER. PER PDFS PROVIDED, NO TREES EXIST ON LOT. RLA ASSOCIATES DID NOT CONDUCT AN ASBUILT OR TREE SURVEY ON THIS LOT.

CITY OF CHARLESTON ZONING APPROVAL

BY: _____ DATE: 12/08/2020

☐ APPROVED WITH CONDITIONS

DRAINAGE ARROWS PROVIDED BY BUILDER. BY PRESENTING ON PLAT, RLA IN NO WAY ASSUMES LIABILITY OF HYDRAULIC DESIGN. ANYTHING OF THIS NATURE IS ONLY SHOWN FOR PURPOSES OTHER THAN THE ACKNOWLEDGEMENT OF HYDRAULICALLY ENGINEERED DESIGN BY RLA. WE ARE NOT LICENSED TO HYDRAULICALLY DESIGN, THEREFORE, DRAINAGE ARROWS ON THIS PLAT WERE GIVEN AND TRACED FROM ACTUALLY PROVIDED DATA TO RLA.

IMPERVIOUS SURFACE AREA	
DESCRIPTION	AREA
HOUSE W/ PORCH	2,463 S.F.±
MISC/PATIO/AC	157 S.F.±
DRIVEWAY & LEADWALKS	1,562 S.F.±
TOTAL (PROPOSED)=	4,182 S.F.±
LOT AREA =	20,948 S.F.±

FLATWORK WITHIN R/W=100 S.F.±

#1107 TEBALT DRIVE

(40' PUBLIC R/W)
"TYPE 4 STREET"

NOTE:
1. BUILDER ASSUMES RESPONSIBILITY FOR GRADING LOT AND/OR DESIGNING STEPS, PORCHES, DECKS, ETC. AS NECESSARY TO PREVENT ENCROACHMENT INTO SETBACKS.
2. HOUSE DIMENSIONS AND OPTIONS SHOULD BE VERIFIED WITH CONTRACTOR PRIOR TO CONSTRUCTION.
3. SETBACKS/ EASEMENTS SHOULD BE VERIFIED WITH DEVELOPER AND LOCAL OFFICIALS PRIOR TO CONSTRUCTION.
4. THIS IS A CONCEPTUAL DRAWING AND CONTENTS SHOWN HEREON ARE SUBJECT TO CHANGE UPON FINAL CONSTRUCTION.

THIS PROPERTY MAY BE SUBJECT TO ANY AND ALL APPLICABLE DEED RESTRICTIONS, EASEMENTS, RIGHT-OF-WAY, UTILITIES AND RESTRICTIVE COVENANTS WHICH MAY BE OF RECORD OR IMPLIED

NOTE: PER PLAT, NO TREES 24" DBH EXIST ON PROPERTY. RLA ASSOCIATES HAS NOT CONDUCTED A TREE SURVEY ON THIS LOT

FLOOD NOTE: TMS. 312-02-00-097
ACCORDING TO F.I.R.M. MAP NO. 45413, PANEL 0489J, DATED NOV. 17, 2004, THE PROPERTY SHOWN ON THIS PLAT APPEARS TO BE LOCATED IN FLOOD HAZARD ZONE AE (EL 11).

THIS PLOT PLAN DOES NOT REPRESENT A LAND SURVEY, WAS NOT PREPARED FOR RECORDATION, AND IS NOT SUITABLE FOR DEEDING OF PROPERTY. NO GROUND SURVEY WAS PERFORMED.

40 0 40
SCALE: 1" = 40'

RLA ASSOCIATES, PA
2204 BACONS BRIDGE ROAD
SUMMERVILLE, SC 29485
PHONE (843) 879-9091
FAX (843) 261-9092

HOUSE LOCATION PLOT PLAN

FOR

LOT 143, SWYGERT'S LANDING PHASE 4

CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA

PROPERTY OF: EASTWOOD HOMES

PLAT BOOK L19 PAGE 0274-0276 DEED REFERENCE _____

DRAWN BY: MRB | DATE: SEPTEMBER 24, 2020

Exhibit 3

EASTWOOD HOMES

Division: 35/Charleston

Payee: Daniel O'Grady and Kaitlyn Grigoleit

Address: 33 Park View Ave

City Jersey City State NJ Zip Code 07302

Purpose of Check: Cancelling

Sub/Lot/Blk	Department	Account No.	Amount
SV 141		8310	10283
SV 141		1040	100

Total $ 10383 ~~31,636.00~~

Date of Request

~~2/9/2021~~

6/5/21

Signature of Requestor

Approved By:

EASTWOOD HOMES

ADDENDUM TO CONTRACT BETWEEN

Daniel J. O'Grady, Kaitlyn E. Grigoleit, Buyer

And

SY - Swygerts Landing, Seller

Print Date: 09/28/2021

Contract Approval Date: 12/31/2020

Community: SY - Swygerts Landing **Section/Phase:** Phase 1

Plan/Elevation Name: 5089 Cosgrove Elevation A

Lot #: 141 **Block:** 01

Address 1102 Tebalt Dr.

Lot Swing: LEFT

Change Order - 3

Added Options

Option Code	Description	Cash/Fin	Unit Price	Qty	Extended Amt
EAMABZAA	Radiant Roof Barrier	S	$0.00	1.00	$0.00

Number of Rows: 1

Change Order Price Summary:

Total Price of Options	$0.00
Old Sales Price	$611,830.00
New Sales Price	$611,830.00

~ I have carefully reviewed my selections on the Eastwood Homes Change Order.

~ I agree that if specific selections are not available, I will promptly make another selection or Eastwood Homes reserves the right to select a similar design or color for me.

~ I further understand that the options offered in the Eastwood Homes Design Center are subject to change at any time, and that any options that are introduced in the future may not be available to me.

~ I (Purchaser) have 7 days after initial contract submission to make changes without a change fee. A request for change can be made, prior to requesting a building permit, but will be assessed a Change Order fee of $250 plus the cost of the change.

Buyer	Date	Buyer	Date
			9/29/2021
Sales Representative	Date	Seller (DocuSigned by: Mac Smith 187E69ODC8224F0)	Date

Sales Agent: Melissa Guggisberg
Buyer Email: dogrady20@gmail.com
CoBuyer Email: kaitlyngrigoleit@gmail.com
Realtor Email: ashleytowns@chucktownhomes.com
Lender Email: feldmanj@fnb-corp.com

Processed 9-28-21 BKM

Buyer signature not required per DM

DocuSign Envelope ID: 2E77B8B9-C602-4877-BF76-40D96DC69AB3

Lot/Block 141
Subdivision **Swygerts Landing**

Eastwood Homes New Home Purchase Agreement

THIS CONTRACT, made and entered into this **December 29, 2020** between Eastwood Homes (herein referred to as Seller) and **Daniel J. O'Grady, Kaitlyn E. Grigoleit** hereinafter called Buyer(s). This Agreement cannot be assigned or transferred without the written consent of Seller. The date of sale is the date that Buyer(s) signed this agreement.

WITNESSETH:

That the parties hereto, in exchange for the mutual covenants herein contained, contract and agree with the other as follows:

1. **The Property**: Seller shall sell to Buyer and Buyer shall purchase from Seller all that parcel of land located in **Charleston** County, **SC** known as Lot **141** in **Swygerts Landing** Subdivision which Seller agrees to construct a house as shown on a map or plat thereof which is recorded in the Register of Deeds/Mesne Conveyances/Clerk of Court's Office, according to the Seller's plans and specifications. Seller covenants with Buyer that said plans and specifications meet FHA/VA/HUD requirements for a loan thereon, house to be completed according to said specifications and closed following final inspection (if applicable). The Plan Number/Name is **5089 CosgroveElevation A** and is built at street address **1102 Tebalt Dr. Johns Island SC29455**together with all improvements thereon and appurtenances thereto (collectively, the "Property").

2. **Authority**: If two or more persons are named as Buyers within this Agreement herein, and after both Buyers execute this New Home Purchase Agreement, any one of them is thereafter authorized to act as agent for the other, with the right and authority to bind all persons named as Buyer, including in modifications to this Agreement and all subsequent Addendums thereto. Hence, the term 'Buyer' shall have the same meaning as 'Buyers' (plural) throughout this Agreement.

3. **Recorded Map Review:** Buyer has reviewed the recorded plat map for The Property; which shows page and plat book number **TMS#312-02-00-095**

4. **Cooperating Broker/Agent**: This New Home Purchase Agreement has __X__ has not _____ been executed with a licensed Realtor in accordance with Eastwood Homes' Cooperating Broker Policy. All Eastwood Homes Sales Specialists ("Sales Representative(s)") are Employees of the Seller and only represent Eastwood Homes' interests. If Buyer has a Realtor agent representing his/her/their interests in this New Home Purchase the Buyer agrees to the following: The Buyer agency form will be signed prior to the original Purchase Agreement, which will detail the cooperating Broker/Agent's name, office, license number and contact information and the Realtor Compensation Addendum will be completed to disclose all compensation to be paid Buyer's agent at closing. Eastwood Homes does not offer Buyer's agents. Furthermore, Sales Representatives, who are compensated by Seller, are required to provide Seller with important Buyer information (i.e. personal, financial or other information) that would assist Seller in the sale of the Property.

5. **Occupancy Disclosure:**

__X__ Buyer agrees that the Property is being purchased as a principal occupancy for a primary residence. Buyer also agrees the Property is not being purchased for rental purposes and that no such indicator such as "for rent" signage may be placed upon the Property or advertised within twelve (12) months after closing. Buyer understands that Seller has entered into this agreement on the basis of this representation and this provision survives the closing.

_____ Buyer is purchasing this home as a non-owner occupied and/or investment property and Seller agrees that there will be no holding period placed on the Property. In order to exercise this option a $_____ earnest money binder must accompany this Agreement. With investment property, Buyer is aware that Seller will only respond to warranty concerns communicated by the title owners of the home.

6. **No Other Contracts or Documents**: Seller and Buyer agree that all contracts for the purchase of an Eastwood Home must be issued by Eastwood Homes. No other contracts or documents will be accepted, unless they are issued by Eastwood Homes. All correspondence will be facilitated through your Eastwood Homes New Home Specialist (Sales Representative). Buyer is prohibited from recording this Agreement or similar memorandum or pleading, and any attempted recordation shall

Seller _____ /Buyer(s) _____ / _____

be declared, at Seller's option, a default by Buyer entitling Seller to exercise all of its remedies at law and/or equity.

7. **No Oral Commitments:** ALL statements or representations for which the Seller is to be responsible MUST be in writing within the Eastwood Homes New Home Purchase Agreement ("Purchase Agreement") or Addendum thereto, and properly executed by Buyer and Seller. ***Buyer agrees that no Sales Representative or other Seller agent has the authority to make any statements which would modify, amend, change, alter, cancel or supplement this written Purchase Agreement or Addendum(s) thereto, unless statements are in writing and properly executed by Buyer and Seller.***

8. **Materials Used and Selected:** Buyer agrees that all materials used in the construction of said house upon the above-described real property, shall be chosen from the Seller's suppliers. Seller reserves the right to substitute "like kind" materials at its sole discretion. Color and other design selections, where applicable, must be completed within ten (10) calendar days of date of sale and within normal business hours. No changes can be made to color selections once signed without a $250.00 nonrefundable change order processing fee. If selections are not completed, Seller may proceed with their own color selections. No changes can be made to the house after ten (10) calendar days after date of sale.

The Parties further agree Seller makes no representation or warranty to Buyer, beyond providing a municipally issued certificate of occupancy certifying each home as acceptable for habitation by each municipality, regarding the existence, presence or absence of any radon, formaldehyde, toxic materials, hazardous materials or any other substance within any home, water supply, or on any property which is regulated, in whole or in part, by the Occupational Safety and Health Administration or other state or federal agency.

9. **Lot Premiums and Community Development:** Some of the properties in this community have lot premiums set by Seller. Premiums are determined by a variety of factors and generally define the desirability of a particular lot when compared to other lots in the community or in a geographic area. Premiums do not necessarily indicate a lot with a better view, privacy, topography, lot size or that has any other distinguishing feature. If Buyer purchases a lot perceived as having privacy or a desirable view, Buyer is aware that the privacy or view from the desired lot today is not guaranteed and Seller makes no representations or warranties about the scope or extent of any view or privacy now or in the future. Buyer understands that existing views or privacy may be altered or impaired by future construction by Seller, by other developers, by growth of vegetation and/or trees, by fences and/or by other factors not presently known. Further, Property adjacent to or surrounding the Buyer's Property, which is not owned by Seller, is understood to not be within Seller's control. In addition, the materials, features and amenities described and depicted in the marketing and promotion materials observed by or furnished to Buyer(s) are based upon current development plans, which are subject to change without notice. No guarantee is made that features amenities and facilities depicted by renderings or other description will be provided, or if provided, will be of the same type, size or nature as described.

10. **Plans, Drawings, Renderings, Website:** Buyer understands and agrees that the size of the Property, the location of sidewalks and driveways, landscaping, drainage patterns, topography, and other similar characteristics will differ from the model home plans, sales brochures, drawings, renderings or any website which Buyer may have examined. Total square footage and/or room size(s) may vary from renderings, sales brochures, blue prints or model home plans. Purchase price may vary depending on lot selection, floor plan selection, options or other Buyer requests. Seller owns all intellectual property rights for its plans, drawings, renderings, name, logo, website and other advertising, and no license is granted or conveyed to Buyer by this Agreement for use of Seller intellectual property. All homes are available on an equal opportunity basis.

11. **Seller Paid Closing Costs, Concessions, Prepaids and Prorations:** Buyer agrees to use best efforts to procure a loan or perform a cash closing to purchase the Property within the agreed time frames and consistent with this Agreement's requirements. Seller and Lender will pay, as separate consideration for waiver of paragraph 30 warranties, up to **$4,000** from Seller and/or lender toward the following closing costs associated with closing a first mortgage only, *provided Buyer utilizes a Seller approved or preferred lender and Seller's designated attorney.* These approved closing costs include loan origination, underwriting and/or processing fee(s), appraisal, credit report, buy down funds and sales price concessions, flood certification, attorney's fee(s), title and recording fee(s), title binder and insurance, courier fees, survey, and state tax/stamp fees/tax impounds/Grantor/Grantee taxes.

Buyer will pay all prepaids, FHA insurance premium, VA funding fees, private mortgage insurance and discount points, if required by the loan. Taxes are prorated as of date of closing. Buyer agrees to pay all state tax/stamp fees/Grantor/Grantee taxes. Buyer agrees to reimburse or pay Seller for costs of the survey which is provided to Buyer at closing, and which shall

Seller DM Buyer(s) SD / KJ

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enable Buyer to obtain title insurance. Seller, in its sole discretion, may approve application of closing cost assistance to Buyer identified closing costs, prepaids, HOA fees and other closing expenses. At and after closing, Buyer is responsible for Homeowners Association ("HOA") dues and capitalization fees. Such fees are paid at closing, where applicable. Estimated HOA Dues are **$77.09***per month and the estimated Capitalization Fee is* **$1,250.00**. *HOA operations and services are provided by a third party which Eastwood Homes does not own/operate; therefore, HOA fees may change without notice and Buyer holds Seller harmless regarding estimated HOA and Capitalization fees.*

12. **Binder Payment:** Buyer agrees to pay to the Seller the sum of **$5,000.00** as a non-refundable binder/earnest money deposit ("Binder"), and an additional non-refundable deposit of on or before and to be applied to the purchase price of **559,000** of the hereinbefore described real property and the improvements constructed thereon, plus any additions for change orders as may be shown on any addendum which may be attached. Binder money will be placed in an interest-bearing escrow account and Eastwood Homes will retain all interest earned. Cash will not be accepted.

In the event Buyer has not paid the binder funds specified in this paragraph, or in any binder Addendum(s) attached hereto within thirty (30) days from the date of sale, and/or within thirty (30) days from the date of executed binder Addendum(s), or, Buyer has not provided reasonable written evidence within thirty (30) days from contract to Seller from Buyer's lender evidencing Buyer's ability to borrow sufficient funds or proof of funds to close the sale of house and lot, that in either event, the Seller has certain rights. Seller shall have the absolute right to: 1) cancel this contract and retain earnest monies; or 2) maintain the contract in full force and effect and increase the purchase price of the house and lot one percent (1%), or, 3) maintain the contract in full force and effect and increase the purchase price of the house and lot to that which Eastwood Homes is charging for a comparable house and lot on the thirtieth (30th) day after the date of sale and/or within thirty (30) days from the date of executed binder addendum, or, 4) Seller can assess late fees to Buyer of $100.00 per day, and in which case an Interest Carry Addendum will be executed and agreed anticipated Interest Carry Costs will be paid to Seller, which payment are nonrefundable and are not part of the purchase price.

Binder, and other transaction monies paid, are nonrefundable upon Buyer, or Buyer's agent, furnishing a lender preapproval letter (or other evidence of financing acceptable to Seller) to Seller. Upon Seller's receipt of the Buyer's lender's preapproval letter Seller shall, in reliance upon Buyer's compliance with all preapproval letter or financing terms, begin or continue construction of Buyer's home and add Buyer selected options to the home as contracted for. The Seller, in addition to the binder money, shall retain the right to pursue all other remedies in law and equity for noncompliance with paragraphs 12 and 13.

13. **Buyer's Loan Application and Approval:** Buyer will make an application for a loan within five (5) days. ***Buyer will take no action after the signing of the contract to not make loan application or act in any way which will impair Buyer's ability to qualify for and obtain a Conventional loan.*** Any such action shall constitute a material breach of this contract and a forfeiture of all binder monies paid. Buyer authorizes Seller a limited power of attorney to obtain continuing updates from Buyer's lender and loan officer ("lender representatives") regarding Buyer's loan application and Buyer's progress towards satisfaction of all loan conditions to enable Buyer to close by the Closing Date. Buyer expressly authorizes Seller to communicate with Buyer's lender representatives to effectuate the limited power of attorney granted without need for further authorization being provided to lender representatives. Seller agrees to convey the property described above to the Buyer upon the closing of the loan and the payment of the purchase price as described herein. Time is of the essence in this contract. Conveyance shall be by Special Warranty Deed. Closing shall be upon completion, which is estimated by Seller to be on or about **180 Days from Start of Construction.**

14. **Design Center/Selection Appointments:** Buyer agrees to schedule an appointment with the Seller's Design and Selection Representative within seven (7) calendar days of date of sale. In the event Buyer does not schedule or attend this appointment, Seller at its sole discretion may terminate this Agreement and retain any binder monies held or Seller shall select from its list of standard options. Buyer agree he/she/they shall be required to provide additional nonrefundable deposits in accordance with the Design Center Addendum.

15. **Pre-Closing Orientation:** The pre-closing orientation date and time will be arranged for Buyer and must take place with the Buyer and Eastwood Homes' Builder. All construction meetings and walk-through orientations must be scheduled and take place during normal business hours. Buyer agrees that under no circumstance shall construction of the home stop due to Buyer's inability to attend any construction meetings, orientations or pre-closing appointment(s).

Seller DM (Buyer(s)) TB KS

16. **Access to Property Before Closing**: Buyer shall be provided access to the property only with prior reasonable notice to their New Home Sales Specialist or Builder and only when accompanied by an authorized representative of Eastwood Homes. Buyer otherwise is prohibited access of any type prior to closing. Buyer realizes and acknowledges that entry upon the Property prior to closing can be dangerous and that hazards may exist which are not observable; Buyer waives any and all claims against Seller for injury or loss to person or property and Buyer shall hold harmless and indemnify Seller from and against injury, loss, damage or expense to any person or to any Property arising out of any entry on the property prior to closing. Buyer may not perform or contract any work to be performed on the property for any reason until after closing. Only the Seller is authorized to alter, change, or construct on the Property until the closing occurs.

17. **Date and Conditions of Closing:** Upon completion by the Seller as required by this contract, the Buyer will close the purchase. **Any other closing dates in this contract are for the purpose of estimated dates only.** Failure by the Buyer to close the purchase shall constitute a default under the terms of this Agreement and shall result in the Seller declaring the Buyer in default and authorizes Seller to exercise all remedies available at law or equity.

Closing dates and times will be established by the Eastwood Homes Closing Coordinator. Seller will provide advance notice of the closing date to Buyer, however, once a time and date have been set Seller will not be able to make any changes. In the event the closing date is missed due to inability to obtain financing or otherwise on the Buyer's behalf, Seller shall have the absolute right to avail itself of paragraph 12 rights regarding cancellation, purchase price increases, or late fees.

Closing will occur at the following approved attorney's office: **Weeks & Irvine, LLC 567 Crowfield Boulevard Goose Creek, SC 29445**

Electric, gas and water utilities ("utilities") will be set by Eastwood Homes. Buyer shall have utility services transferred to his/her/their name no later than the day after closing. Eastwood assumes no responsibility for interrupted service if the agreed transfer does not occur as agreed.

The proration of property taxes will be based on the actual taxes from the previous year on the above referenced property and will usually be provided by the governing municipal entity. The parties acknowledge that the prior year tax rolls may include the property within a larger tract of land, in which case the individual lot value must be prorated from the tax value applicable to the larger tract. The Closing Attorney and Buyer's Lender ("Closing Staff"), pursuant to lending regulations, are required to obtain tax information at least a week in advance of closing. Accordingly, the undersigned hereby agree that the prorations of taxes on the Closing Disclosure and/or settlement statement are final, even in the rare instance where a governing municipal entity provides incorrect tax proration information or provides for reassessment, revaluation, or makes tax changes which were not available to Closing Staff at the time of closing and even where Closing Staff could have used a different methodology to prorate taxes. Buyer understands that certain municipal entities require an application be completed to receive reduced tax treatment for newly purchased property. Failure to apply for reduced tax treatment after closing may increase escrows and taxes due. Buyer further understands that certain municipalities require an application to be submitted by Buyer to obtain a more favorable tax treatment for the property from the municipality. Please inquire with Closing Staff regarding the application process that applies for your property.

At closing Buyer will receive a survey. If that survey demonstrates the community developer or Seller previously installed a fence, retaining wall or other fixture which adjoins or extends from any adjacent property onto Buyer(s) property, Buyer(s) understand and agree that Buyer(s) may have a shared responsibility to maintain, care for, and share in any cost of future replacement. Accordingly, any questions regarding the contents of the survey should be addressed to the Closing Attorney.

18. **Seller's Right to Cure**: Buyer agrees to provide Seller with five (5) business days' notice, in writing and prior to the established closing date, of any alleged defects or perceived violation by Seller of this Agreement. Seller shall have ten (10) calendar days to cure the perceived defect or violation prior to closing, and Buyer agrees the closing date will accordingly be adjusted in the sole discretion of Seller. If Buyer fails to abide by this section Seller shall have the right to exercise all remedies as detailed in paragraph 17.

19. **Closing Attorney:** The closing will be at the office of the Seller approved closing attorney(s). If the Buyer desires to employ an attorney to represent his/her interests, he/she may do so at his/her own expense. However, in all instances, the

closing will occur at the office of Seller's attorney.

20. **Termite Treatment Certification:** Seller agrees to furnish proof to Buyer by letter from a licensed pest control firm that the foundation/house has been treated for termites and other wood destroying organisms.

21. **Affiliated Business Disclosure:** Buyer acknowledges receipt of a copy of a Notice required by the Federal Real Estate Settlement Procedures Act and Regulation X (RESPA Notice) disclosing Eastwood Homes' interest in a title insurance agency, Cardinal Title Center, LLC and the existence of a preferred lender relationship (only applicable for federally-backed mortgage loans requiring a Settlement Statement or Closing Disclosure).

22. **Affiliated Business Election:** Buyer understands and requests the following (check all applicable):

☐ Buyer requests that title insurance business be referred to Cardinal Title Center, LLC,and/ or Investors Title and the closing attorney be notified accordingly. Buyer requests title insurance reissue credit at closing. Buyer understands that Buyer can contact Cardinal Title Center, LLC at 1-866-772-2297 or Investors Title at 770-781-3000 to obtain or provide additional information concerning title insurance. Buyer further understands that the Lender, if any, requires mortgage loan title insurance and the Lender's policy does not provide Owner's coverage to protect Buyer's equity. Buyer requests Owner's coverage for the purchase price amount.

☐ Buyer requests my title insurance business be referred to _____ Please instruct the closing attorney accordingly.

☒ Buyer requests that the lending business to be referred to Seller's approved or preferred lender(s) and that the closing attorney be notified accordingly. Information regarding Seller's preferred lender(s) is/are available from a Sales Representative.

23. **Documents Expressly Made Part of Contract:** Buyer acknowledges receipt of certain documents, either at or after date of sale, which are properly executed by the Seller and Buyer, which include, but are not limited to, detailing standard specifications, riders, contingencies, and other addendums ("documents"); all of which may be added during construction, and contain other contractual obligations which are incorporated herein by reference and are expressly made a part of this contract.

24. **Entire Agreement of Buyer and Seller:** The parties acknowledge and agree this contract and any properly executed documents attached hereto or attached at a later date, shall represent the entire agreement with respect to its contents and that all prior agreements and correspondence between the parties are totally superseded by the contents hereof, nor may the contents of any prior draft or agreement or other correspondence be used to interpret the intention of the parties with respect to the terms and conditions herein contained. This contract can only be modified in writing, signed and dated by both Buyer and authorized agent of Seller.

25. **Buyer in Default; Seller Remedies:** Buyer(s) shall be in default if Buyer(s) fail to make full and timely settlement under the terms and conditions set out in this contract. In the event of default the binder money may be retained by the Seller as liquidated damages and not as a penalty, in which event Buyer and Seller shall be relieved from further liability under this contract. In the alternative, and in Seller's sole discretion, Seller may retain the binder as payment of damages and pursue such other and further legal and/or equitable remedies the Seller may have by reason of the Buyer's breach or default. In the event of a breach of this Agreement by Seller, Buyer may recover the deposit, however, in no event will Seller be liable for consequential damages or for damages or delays and Buyer hereby releases and waives any claims for such damages.

Buyer acknowledges and agrees that Seller will utilize Seller's standard construction and contract administration processes and procedures in constructing the property and in otherwise performing this New Home Purchase Agreement, including Seller providing notices by email to Buyer. ***The Seller's process may include completion of a prequalification form with a Seller approved lender which Seller will evaluate to confirm Buyer(s) ability to close on the Property.*** Buyer(s) agree that he/she/they shall be in default of this Agreement if Buyer engages in specific acts or a course of dealing which materially disrupts Seller's standard and customary construction and contract administration processes and procedures, which includes the Buyer, without limitation: failing to make choices or take other actions required of Buyer within indicated

Seller DS DM /Buyer(s) DS DS KM

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time frames, refusing to work with designated Seller representatives to accomplish certain aspects of the Agreement, interfering with Seller and Seller's agents performance of the Agreement, engaging in an abusive, harassing, threatening or in an otherwise offensive manner towards Seller and/or Seller's agents, unreasonably withholding acceptance or approval of work which complies with plans and specifications, or any other acts which have the effect of delaying construction, increasing Seller's cost of performance or otherwise unreasonably impeding Seller's performance.

26. **Seller Option to Cancel Prior to Closing:** If for any reason, a bona fide dispute should arise between the Buyer and Seller, in Seller's sole judgment, prior to Closing, and if such bona fide dispute cannot be resolved to their mutual satisfaction then Seller at its sole option may terminate this Agreement by written notice to the Buyer prior to Closing. If Seller terminates this Agreement, Seller shall return to Buyer all deposits, whether refundable or not, and pay the Buyer an additional amount of $100.00, as liquidated damages in the event the Seller cancellation constitutes a default under this agreement. Buyer agrees that such sum is a fair determination of Buyer's damages in the event such cancellation constitutes a default by the Seller hereunder, being that actual damages are difficult to assess. Buyer shall have no other rights or remedies should the Seller exercise such right of cancellation prior to closing.

27. **Notice of Warranty Requests; Dispute Resolution Where Seller Does Not Cancel Prior to Closing; Social Media; Marketing Authorization:** Eastwood Homes reputation for excellence has been hard-earned over decades of quality homebuilding and includes providing every homeowner a home warranty and a reliable home warranty process. With the advent of social media home warranty claims are sometimes made outside the Eastwood Homes warranty process, which complicates Seller's ability to provide follow-up service. Accordingly, any warranty claim or dispute between the parties remains confidential and is hereafter not subject to disclosure other than between the parties. Buyers (and Buyer's agents) therefore agree they shall not make or encourage others to make any public statement, through any medium (including Facebook, Yelp, Twitter, or other social media sites whether existing at the time of contract or not) that is intended to, or reasonably could be foreseen to, be false, misleading, libelous or defamatory or be an unauthorized use of Eastwood Homes intellectual property, seek a non-contracted for benefit or otherwise be designed to falsely embarrass, criticize, malign, harass or be otherwise obscene, vulgar or inappropriate regarding Eastwood Homes or its employees. Eastwood Homes has specifically negotiated this provision and has further developed rules of use for various social mediums and its website designed to encourage constructive feedback by its valued customers. To effectuate this section, Seller is hereby authorized by Buyer, and Buyer hereby grants to Seller, an irrevocable limited power of attorney which survives closing which authorizes Seller to remove, or require removal, of content posted in violation of this section from any source, provider, ISP, or social media or website. Further, many states request or require parties to take preliminary steps before any claim or controversy proceeds. Towards that end, if any disputes, including within the first year of your warranty, arise prior to, during, or after closing, initial dispute inquiries should be initially directed to the following areas, according to the agreed process:

Step 1: For construction and warranty issues Buyer agrees to contact the local Division office *in writing* and identify the construction/warranty issue so the matter can reviewed by Seller, see www.eastwoodhomes.com; and

Step 2: For any further matters in which Buyer is unsatisfied, Buyer agrees to contact the Eastwood Corporate Office at (704) 398-4663 and request to speak with the claims administration representative prior to taking any action or making any claim.

Buyer hereby grant to Eastwood Homes or its authorized agents irrevocable authority to utilize our name(s), photograph, likeness, voice, biographical and personal background information, statements or related Buyer-related marketing materials in any medium or embodiment now known or hereafter developed as Eastwood Homes may deem appropriate from time to time, all without additional compensation or notice to me.

28. **Risk of Loss:** If Between the date of this Agreement and the Closing, the house is damaged by fire, natural disaster or other casualty, the risk of loss to the home is assumed by the Seller, but without any obligation to repair or replace the same except if the Seller elects to repair or replace the improvements. If Seller so elects to repair or replace the improvements, this Agreement shall remain in full force and effect and Seller shall be given a reasonable amount of time within to complete such repairs and replacements. If Seller elects not to repair or replace such improvements, Seller shall give written notice to the Buyer and this agreement shall be deemed canceled and Seller shall refund all deposits.

29. **Home and Consumer Product Warranties:** Prior to Buyer's closing, Buyer agrees he/she/they has/have been given and has/have read the Eastwood Homes Warranty Program's new home warranty booklet ("Home Warranty") that governs

Seller DM /Buyer(s) DD, KB

Buyer's rights regarding warranty coverage. Seller and Buyer agree to be bound by all of the terms, conditions and exclusions of the Home Warranty. Buyer understands the Home Warranty is not an insurance policy and Buyer waives for him/herself, and/ or on behalf of anyone acquiring rights through Buyer, all subrogation or other rights for claims for repair or loss against Seller. The Home Warranty automatically transfers to the subsequent owner of the home; however such transfer does not extend any warranty coverage period.

Consumer products are excluded from coverage under the Home Warranty and pursuant to the Magnuson-Moss Warranty Act (15 USC § 2301, et seq.) Buyer is hereby assigned by Seller, effective after closing, all rights in any consumer product warranties of any consumer products installed in or upon Buyer's property. Seller shall not be liable for any damage to a consumer product or for any damage caused by a consumer project installed in or upon the property. If the consumer product malfunctions/is defective, Buyer will follow the procedures in the applicable manufacturer's warranty documents.

30. **Waiver of Other Warranties:** TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES SUCH AS WARRANTIES OF QUALITY OR FITNESS FOR USE OR PARTICULAR PURPOSE, HABITABILITY, WARRANTIES OF CONSTRUCTION IN A GOOD AND WORKMANLIKE MANNER, AND ALL OTHERS, WITHOUT LIMITATION, ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. IN EXCHANGE FOR THIS AGREEMENT BUYER HAS RECEIVED THE SEPARATE CONSIDERATION IN PARAGRAPH 11.

31. **Privacy Policy and Sharing of Consumer Information.** Eastwood Homes does not collect or retain social security numbers. All other communications or materials you provide to us, whether received online, electronically, in person or otherwise collected by or submitted to us, including any data, questions, comments, suggestions or the like, is, and will be treated as, non-confidential and non-proprietary. Anything you submit, transmit or post becomes the property of Eastwood Homes ("Eastwood") and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, market research, development of prospect lists, project planning, broadcast, posting and marketing, among other things, as permitted by law. We may disclose nonpublic personal information detailed above about you (either as an existing or former customer) to financial service providers affiliated with Eastwood, such as mortgage bankers and insurance agents, retailers and direct marketers, pest control companies, multiple listing service and as part of the closing process. We may also disclose nonpublic personal information about you to nonaffiliated third parties only as required by law (i.e. to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus, if applicable). After closing Eastwood will not share nonpublic information with nonaffiliates except as required by a legal authority, state or federal agency, or by subpoena or other Court order.

32. **Special Provisions (including listing of all Addendums):**

Specifications
RESPA
Option Addendum

Seller DM /Buyer(s) DO KH

EXECUTION

By signing below, Buyer and Seller agree to be bound by all of the provisions of the Purchase Agreement. This Purchase Agreement shall not become binding upon Seller unless and until it is signed by the Division President, Vice President of Sales, Sales Manager, or other authorized Officer of Seller. Acceptance and deposit of a check prior to this Purchase Agreement being binding on Seller shall be done solely for the security of such payment. If this Purchase Agreement is not signed within ten (10) business days from the date on page one (1), then Seller can refund any payments made by the Buyer without interest and neither Seller nor Buyer shall have any liability hereunder.

Eastwood Construction Partners, LLC /f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes or Eastwood Homes of Raleigh, LLC or Eastwood Homes of Richmond, LLC or Eastwood Homes of Georgia, LLC & Eastwood Homes of Columbia, LLC or their Affiliates d/b/a Eastwood Homes.

DocuSigned by:
David O'Grady
56303A8880BB425...
Buyer — 12/30/2020 Date

DocuSigned by:
Kaitlyn Grigoleit
B0218559E684EB...
Buyer — 12/30/2020 Date

DocuSigned by:
Melissa Guggisberg
New Home Specialist — 12/30/2020 Date

DocuSigned by:
Dion Mathieney
Corporate Officer — 12/30/2020 Date
(Valid only when executed by Officer of Corporation)

Rev. 4.17.2020

Seller DM /Buyer(s) DO / KG

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Realtor Compensation Disclosure Addendum

Contract Date:	December 29, 2020
Buyer Name:	Daniel J. O'Grady, Kaitlyn E. Grigoleit
Co-Buyer Name:	Kaitlyn E. Grigoleit
Community:	Swygerts Landing
Lot / Block:	141
Realtor Name:	Ashley Towns
Realtor License #:	45054
Realtor e-mail:	ashleytowns@chucktownhomes.com
Brokerage Name:	Chucktown Homes
Brokerage Address:	1104 Savannah Hwy Charleston, SC 29407

Ashley Townsof Chucktown Homes is receiving a commission of **3%** of the purchase price with an additional bonus of $ _____ upon closing of the above mentioned property. Of this amount _____ shall be applied on the Buyer(s) behalf on the closing disclosure as requested by realtor or lender and as approved by Seller, in which case, Broker-In-Charge Authorization is endorsed by signature below.

It is further understood by all parties that the above commission is the total amount that will be paid and represented on the final settlement statement. No portion of the commission or bonus, other than identified above, will be applied on the closing disclosure and there are no other transactions regarding disbursement of these monies for the purchase of this property.

Bonuses are set forth contingent upon the home closing as scheduled. All completed homes musi close within 30 days of contract for the bonus to be paid.

This agreement represents the total commission and/or other consideration payable to the undersigned and supersedes any prior written and/or oral agreements, published promotions, MLS and printed marketing pieces in distribution.

DocuSigned by: David O'Grady
Buyer Signature

DocuSigned by: Kaitlyn Grigoleit
Co-Buyer Signature

DocuSigned by: Melissa Guggisberg
NHS Signature

DocuSigned by: Ashley Towns
Realtor Signature

DocuSigned by: Dion Matheney
Executive Officer

Broker-In-Charge (If required)

(Binding when signed by all parties)

02/18

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Eastwood Homes Loan Lock Policy

I understand that Eastwood Homes will not be responsible for any loan locks that are done without the written permission from Eastwood Homes Charleston division president. All requests are to be made on this rider following directions listed below. *If you lock a loan in without a signed request from Eastwood Homes, you do so at your own risk.*

Sign below to verify I understand the "loan lock" policy.

x DocuSigned by: Daniel O'Grady / 12/30/2020
F630BA8880BB425...
Buyer Date

x DocuSigned by: Kaitlyn Grigoleit 12/30/2020
B0218559E684EB...
Buyer Date

x DocuSigned by: Ashley Downs / 12/30/2020
Real Estate Agent Date (if applicable)

Loan Lock Request

Today's Date 12/30/2020

Customer Name Daniel J. O'Grady, Kaitlyn E. Grigoleit

Community/Lot# Swygerts Landing/ 141

Mortgage Company First National Bank

Lock Term Requested _____ (date lock valid till)

Return Fax Number _____

Eastwood Homes Response

Approved as requested Yes or No

If "no" term approved _____ (date EH will approve)

Signed By/Date _____

Send Request to Eastwoods Main Office @ Fax # (843) – 856 -9167
3/9/2012

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ACH Contract Addendum

Community: **Swygerts Landing** Lot / Block: **141/01**

Buyer(s): **Daniel J. O'Grady/Kaitlyn E. Grigoleit**

Daniel J. O'Grady, Kaitlyn E. Grigoleit **Date:** 12/30/2020 Routing# [redacted]
Account#

33 Park View Ave., Jersey City, NJ 07302

Pay to the Order of: Eastwood Homes $ 5,000

In the amount of: Five Thousand Dollars **Bank Name:** JP Morgan Chase Bank

Memo: SY - Swygerts Landing / 141 Signature DocuSigned by: David O'Grady F6303A8880BB425...

Notes: earnest deposit

(Please select one):
Checking Account: ※
Savings Account: _____

How is the name spelled on the account? Daniel O'Grady

I agree to an ACH withdrawal from Eastwood Homes as stated above.

DocuSigned by: David O'Grady F6303A8880BB425... 12/30/2020
Buyer Signature Date

DocuSigned by: Kaitlyn Grigoleit 12/30/2020
Co-Buyer Signature Date

DocuSign Envelope ID: 2E77B8B9-C6D3-4877-BF76-40D9ED089AB8

Appraisal Notice and Addendum

Community: **Swygerts Landing** Lot/Block: **141**

Customer Name: **Daniel J. O'Grady**

Date: **December 29, 2020**

Background on Appraisals

The value given your home by a home appraisal has changed in recent years due to governmental regulations. These regulations have changed how the home appraisal process works and what can be counted as "value" in your new home appraisal. An appraisers opinion of "Value" is very important because the "Value" provided by the appraiser must meet or exceed the contract purchase price of your new home, to include any options, upgrades or additions, in order for you to receive financing and close. An appraiser is independent and is likely unfamiliar with the home style and community you are purchasing in. If the appraiser is familiar with your community your appraisal should be an easy process; however, if the appraiser is unfamiliar with your community, your home style, or the right "Value" to attach to your options, upgrades and additions, the appraiser may not "value" your home correctly.

For example, Eastwood Homes has observed "comparable" homes that some appraisers choose can create variances in an appraiser's opinion of "Value." Most variances are due to an appraiser not using a correct value for new construction "options," "upgrades," and "additions." Additionally, appraisers do not assign any value to appliances such as refrigerators, washer and dryers, and blinds. Therefore, this disclosure is intended to assist Buyer(s) on how to manage appraisal "Value" during the purchase of your new home. Eastwood Homes has helpful tips, pointers and advice we will share with you throughout the home buying process. Our focus is using our experience to make your home purchase as free of surprises as possible.

Our Appraisal Process is Designed to Help

During the process of selecting your Eastwood Home we will informally evaluate the options, upgrades and additions you select in an effort to determine if there is a potential for any appraisal "Value" issues. If the potential exists we will discuss this with you and propose any combination of the four (4) options as follows:

1. At contract and options selections stage Eastwood Homes will identify, in its sole discretion, if options, upgrades or additions made are in excess of what similar houses recently sold have included, and if your home selections are in excess of what similar houses have included you agree to pay the cost, as an option deposit, for all options which are identified as in excess of what similar homes have included.
2. Continue with the existing selections you have made and, if the appraisal is lower than the sales price, you agree to pay the difference up to the exact amount quoted. Eastwood Homes will not require you to pay any variance beyond the potential shortfall quoted in writing.
3. Delete some specific luxury "LIKE" use options or upgrades that are listed above to meet the quoted exact amount of potential variance and continue with your remaining selections.
4. Prior to placing your home on "start," cancel your contract and receive a full refund of binder funds.

Your Agreement to Work With Us Regarding Appraisals

Buyer(s) acknowledge receipt of the Appraisal Notice and Addendum and agree to cooperate with Eastwood Homes in navigating the Appraisal Process. Buyer(s) agree to collaborate with Eastwood Homes in identifying and completing option(s) designed to increase appraisal values as described within this Disclosure, to include having any lender perform a plans and specifications appraisal. Further, and most importantly, if Eastwood Homes believes the appraisal value will be below the contracted sales price, Buyer(s) agrees to provide an additional nonrefundable option deposit equal to the difference between the sales price and the Eastwood Homes estimated appraised value or Buyer(s) agree to a reduction in closing cost assistance to account for the difference in appraised value - and close as scheduled by Eastwood Homes. On the basis of Buyer(s) promise, upon which Eastwood Homes relies, Eastwood Homes agrees to continue with the construction of Buyer(s) home. Any reappraisal shall be be at Buyer(s) sole financial responsibility. This Agreement in no way modifies the contracted purchase price or otherwise amends any other provision of the Eastwood Homes New Home Purchase Agreement.

Buyer Signature: DocuSigned by: David O'Grady DocuSigned by: 56303A6880BB425... Date: 12/30/2020

Co-Buyer Signature: Kaitlyn Brigoleit DocuSigned by: 0F02B559E6B1EB... Date: 12/30/2020

NHS Signature: Melissa Higgisberg DocuSigned by: 218AE383200E492... Date: 12/30/2020

Executive Officer: Dion Mahoney 0D3525B01785480... Date: 12/30/2020

5/2013

DocuSign Envelope ID: 2E77B0B9-C602-4877-BF76-40D96DC69AB3

Lot/Block 141
Subdivision Swygerts Landing

Amendment to Eastwood Homes New Home Purchase Agreement
Interest Carry and/or Redraw Fees

Buyer(s): **Daniel J. O'Grady, Kaitlyn E. Grigoleit**

Date of Execution: **December 29, 2020**

Buyer and Seller previously entered into an Agreement, which is referenced, incorporated and attached hereto, (the Eastwood Homes New Home Purchase Agreement) in which Buyer agreed to purchase certain Property from Seller. Seller and Purchaser mutually agree to amend that Agreement as follows:

[X] **EXTENSION OF CLOSING DATE IN EXCHANGE FOR PAYMENT OF NONREFUNDABLE INTEREST CARRY AND/OR REDRAW FEES**

Under Paragraph 17 of the Agreement the closing date was to have occurred on or before TBD 20 TBD. Seller and Buyer mutually agree to amend the Agreement and extend the closing date to on or before TBD 20 TBD. Time is of the essence with respect to the closing date as extended.

Buyer(s) shall pay Seller, as partial consideration for this Amendment, a total nonrefundable Interest Carry of $ 1,000 which shall be effective from the original closing date through and including the extended closing date. Further, at Closing, if any redraw fees are charged, Buyer(s) understand and agree all redraw fees, or similar, are payable solely by Buyer(s) at Closing. If Buyer(s) are unable to close by the extended closing date for any reason, all deposits within the Eastwood New Home Purchase Agreement shall be deemed automatically nonrefundable and payable exclusively to Seller without further need for execution of any Mutual Release or other Agreement(s) by any Party.

[X] **OTHER**

~~Seller only to charge interest carry if buyer changes closing date due to no fault of seller.~~

Except as set forth in this Amendment, all terms and provisions of the original Eastwood Homes New Home Purchase Agreement shall continue in full force and effect.

Buyer DocuSigned by: Daniel O'Grady F6903A6B80BB429... Buyer DocuSigned by: Kaitlyn Grigoleit 9B0218559E684EB...

Company Officer DocuSigned by: Dion Matheney 0D3525801755430...

DocuSign Envelope ID: 2E77B8B9-C602-4877-BF76-40D96DC69AB3

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE PURSUANT TO THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT AND REGULATION X

RESPA Notice

This is to give you notice that Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes and affiliates, Eastwood Homes of Raleigh, LLC, and Eastwood Homes of Columbia, LLC have an affiliated business relationship with Cardinal Title Center, LLC, a Title Insurance agency ("title insurer" or "CTC") in which it owns a 22.22% ownership interest. Investors Title Insurance Company, which is the title insurance underwriter for CTC, has a 32.27% ownership interest in CTC. CTC is managed by Investors Title Management Services (ITMS), which is affiliated with ITIC through common ownership. For more information about these companies, please visit the agency website at www.cardinaltitlecenter.com. Because of these relationships, this referral may provide Owner, ITIC and/or ITMS a financial or other benefit. Additionally, Eastwood has preferred or approved lender relationships with certain mortgage brokers and/or lenders ("Approved Lenders") in each of its markets, which may entitle Eastwood Homes and/or borrower to receive a lender credit or closing credit at your closing. Likewise, Eastwood has an affiliated business arrangement with Glick & Alfred Insurance, LLC ("Insurance Broker") to facilitate Eastwood's customers to obtain insurance for closing. Because of the relationships, referrals may provide a financial or other benefit to Eastwood Homes.

Further, and by example, Eastwood may agree to provide certain closing cost assistance in the New Home Purchase Agreement, and in doing so Eastwood Homes may utilize, in its sole discretion, any lender credits or lender closing cost assistance to fulfill the amount of closing costs assistance identified. Further details regarding Approved Lenders, including contact information and similar information, is provided at contracting, and by signing below Purchaser(s) acknowledge receipt of the identity of Approved Lenders, as well as this RESPA Notice and all disclosures contained herein.

You are NOT required to use CTC, an Approved or Preferred Lender or Insurance Brokeras a condition for settlement of your loan on the subject property. Further, the choice of a broker or lender or Insurance Broker not affiliated with the Seller will not affect any other concessions or discounts separately offered to the borrower for the purchase of the home, other than the incentive offered to borrower for the use of an Approved or Preferred Lender. All Seller discounts which condition the use of an Approved Lender are associated with bona fide discount points and/or closing costs associated with your loan, and will not affect other concessions or discounts offered as authorized under federal or state loan programs. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE, LENDERS, INSURANCE BROKERS AND/OR OTHER PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR SERVICES.

Eastwood Home's intent is that buyers receive efficient service and competitive pricing for title insurance, homeowner's insurance, and lender backed loans. This includes providing economies of service through using a centralized title insurance company and/or lender(s) as well as providing title insurance reissue credit (a form of discount on title insurance charges) to buyers so their closings costs are minimized. Affiliated business relationships can provide appreciable value to consumers and help streamline purchasing a home.

Estimate of Title Insurance Charges – NORTH CAROLINA

Amount of Insurance	Estimated Charges*
Up to $250,000	Up to $547
$250,000 - $500,000	$547 - $1024
$500,000 - $750,000	$1024 - $1,337
$750,000 - $1,000,000	$1,337 - $1,649

Estimate of Title Insurance Charges – SOUTH CAROLINA

Amount of Insurance	Estimated Charges*
Up to $250,000	Up to $745
$250,000 - $500,000	$745 - $1,270
$500,000 - $750,000	$1,270 - $1,720
$750,000 - $1,000,000	$1,720 - $2,170

Additional charges may apply for the simultaneous issuance of an Owner's And Lender's Policy and/or issuance of certain endorsements

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ACKNOWLEDGEMENT

I/we have read this disclosure form. I/we understand that Eastwood Homes is referring me/us to Approved or Preferred Lenders, Insurance Broker,and/or Cardinal Title Center, LLC and that Eastwood Homes has disclosed they may receive a financial or other benefit as a result of this referral, or may utilize financial benefits received to fulfill New Home Purchase Agreement terms and conditions.

DocuSigned by:
David O'Grady
F6303A8880BB425... Buyer

12/30/2020
Date

DocuSigned by:
Kaitlyn Grigoleit
9B0218559E684EB... Buyer

12/30/2020
Date

Non-Construction Option Request Addendum

SY - Swygerts Landing

Customer : Daniel O'Grady, Kaitlyn Grigoleit
Address : 1102 Tebalt Dr.
Johns Island, SC 29455
Floor Plan : 5089 Cosgrove **Lot :** 141 **Block :** 01
Elevation: Elevation A

Sales Agent : Melissa Guggisberg
Contract Date : 12/29/2020 3:01:08PM
Primary Phone for Contract : 516-359-6747
Work Phone :
Phase : Phase 1

Incentive Explanation

Stipulation Num	Date Entered	Stipulation Text
1	12/28/2020 12:00AM	Buyer to receive $6,000 design credit at design appointment.

DocuSigned by:
Melissa Guggisberg
218A53932005492...
Sales Representative — 12/30/2020 Date

DocuSigned by:
David O'Grady
F6303A8880BB425...
Buyer — 12/30/2020 Date

DocuSigned by:
Dion Mahoney
9D3525801764B0...
Authorized Seller Representative — 12/30/2020 Date

DocuSigned by:
Kaitlyn Grigoleit
4D0218559E684EB...
Buyer — 12/30/2020 Date

The sales representative is not an authorized officer of the Seller and cannot make a binding contract on behalf of Seller.

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 12/30/2020

Customer Daniel J. O'Grady, Kaitlyn E. Grigoleit **Contract Date** 12/29/2020

Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Current Status of Home

Community

Qty	Description	Option Code	Type	Unit Price $	Total
1.00	Division - Charleston	AAAABACA	Standard	[redacted]	
1.00	35SY - Swygert's Landing	ASA___DS	Standard		

Elevation

Qty	Description	Option Code	Type
1.00	Elevation A	BAABAAAA	Standard

Foundation

Qty	Description	Option Code	Type
1.00	Foundation - Drive Under	CAACFMEA	Standard

Structural

Qty	Description	Option Code	Type
1.00	Luxury Master Shower	DAVDGJGA	Finance
1.00	4 FT Shower with Seat ILO Tub - Bath 2	DAYAMVDA	Finance
1.00	Roof Overhangs	DDYDDMAA	Standard
1.00	Tray Ceiling - Foyer	DDZDDPCA	Finance
1.00	Tray Ceiling - Dining Rm	DDZDDREA	Finance
1.00	Tray Ceiling - Master Bedroom	DDZDDVLA	Finance
1.00	Screen Porch ILO Std Patio or Deck - Full Screen - Aluminum	DKADCACA	Finance
1.00	Deck Foundation - Screen Porch - Wood - Drive Under	DNCDCAHC	Finance
1.00	Deck Stairs with Landing - Wood - Drive Under	DNECFMEB	Standard
1.00	Fireplace with Mantle - Rear Location - Gas	DQADOCAA	Finance
1.00	Single Window - Bedroom 2 - 3050	DSCFFDDA	Finance
1.00	Single Window - Bedroom 3 - 3050	DSCFFIIA	Finance
1.00	Single Window - Jack and Jill Bath - 4010	DSEFGIG_	Finance
1.00	Single Window - Bath 2 - 4010	DSEFGKKA	Finance
1.00	Decorative Window Package - Breakfast Area - 2626 - Qty 2	DSKFKEEA	Finance
1.00	Front Door - 3080	DSQFAIAA	Finance

* Continued on Next Page *

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 12/30/2020

Customer Daniel J. O'Grady, Kaitlyn E. Grigoleit **Contract Date** 12/29/2020

Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Exterior Finish

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Architectural Shingles	EAAABZAA	Standard	[redacted]	
1.00	Radiant Roof Barrier	EAMABZAA	Standard		
1.00	Fiber Cement Siding - Primed	EBGEAJAA	Standard		
1.00	Garage Door - Drive Under Foundation - Carriage with Glass Panels	EGBCFMDA	Standard		
1.00	Garage Door Glass Window Trim - Drive Under Foundation - Carriage	EGHCFMBA	Standard		
1.00	Garage Door Decorative Hardware - Drive Under Foundation	EGJCFMAA	Standard		
1.00	Gutters	EJAEGMAA	Standard		
1.00	Railings - Front Porch - Wood	ERSERMBA	Standard		
1.00	Exterior Trim Packages - CHS - Fiber Cement - White	EUC___FC	Standard		
1.00	Exterior Color Selections - Fiber Cement Siding	EVC___GA	Standard		

Windows and Doors

Qty	Description	Option Code	Type	U
1.00	Grids Between Glass Windows	FLAABZAA	Standard	
1.00	Window Grid Pattern - 2 Over 1	FLGABZCA	Standard	
1.00	Window OSB	FYA___AA	Standard	

HVAC

Qty	Description	Option Code	Type	U
1.00	HVAC System - 14 SEER - Gas	GAAABZBA	Standard	

* Continued on Next Page *

Eastwood Homes

Option Addendum

Sales Agent: Melissa Guggisberg
Date: 12/30/2020
Customer: Daniel J. O'Grady, Kaitlyn E. Grigoleit
Contract Date: 12/29/2020
Address: 33 Park View Ave.
Lot Swing: LEFT
Subdivision: SY - Swygerts Landing
Floor Plan: 5089 Cosgrove
Elevation: Elevation A
Lot: 141
Block: 01
Phase: Phase 1
Address: 1102 Tebalt Dr.

Electrical

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	LED Disc Light Package - Kitchen	HACABZAA	Standard	[redacted]	0
1.00	Flood Light Package - Qty 2	HEA___AA	Standard		0
1.00	Garage Door Prewire - Drive Under Foundation	HGGCFMAA	Standard		0
1.00	Ceiling Fan Prewire - Family Room	HZCADXAA	Standard		0
1.00	Ceiling Fan Prewire - Living Room	HZCADYAA	Standard		0
1.00	Ceiling Fan Prewire - Master Bedroom	HZCAHNAA	Standard		0
1.00	Ceiling Fan Prewire - Bedroom 2	HZCAIFAA	Standard		0
1.00	Ceiling Fan Prewire - Bedroom 3	HZCAIOAA	Standard		0
1.00	Ceiling Fan Prewire - Bedroom 4	HZCAIUAA	Standard		0
1.00	Ceiling Fan Prewire - Loft	HZCARYAA	Standard		0
1.00	USB Outlet	HZL___AA	Standard		0

Low Voltage

Qty	Description	Option Code	Type	U
1.00	Low Voltage - Std Smart Home Package	JBA___AA	Standard	
1.00	Low Voltage - Std ONQ SW Panel 6 Lines	JBA___GA	Standard	

Plumbing

Qty	Description	Option Code	Type	U
1.00	Kitchen Faucet - Pullout - Camerist - Chrome	KAAABZBB	Standard	
1.00	Bath Faucet Package - Eva 4 IN Spread - Chrome	KBAGAMCA	Standard	
1.00	Water Heater - Tankless - 3 Baths or Less - Level 1	KXAABZCA	Standard	

Cabinets

Qty	Description	Option Code	Type	Un
1.00	Cabinets - Kitchen - Staggered Wall Cabinets with Crown - Level 1	MAAMDMCA	Standard	
1.00	Cabinets - Standard Island - Level 1	MAHMFMAA	Standard	
1.00	Cabinets - Std Powder Room Vanity - Level 1	MBMMMMAA	Standard	
1.00	Cabinets - Master Bath - 5 Piece Bath - Level 1	MCPDGKAA	Standard	
1.00	Cabinets - Bath 2 - Level 1	MHAAMVAA	Standard	
1.00	Cabinets - Jack and Jill Bath - Standard Vanity - Level 1	MJAAQKAA	Standard	

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 12/30/2020

Customer Daniel J. O'Grady, Kaitlyn E. Grigoleit **Contract Date** 12/29/2020

Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Countertops

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Bathroom Countertops - Master Bath - Marble - Level 1	NAAAKQBA	Standard		
1.00	Bathroom Countertops - Bath 2 - Marble - Level 1	NAAAMVBA	Standard		
1.00	Bathroom Countertops - Jack and Jill Bath - Marble - Level 1	NAAAQKBA	Standard		
1.00	Bathroom Countertops - Std Powder Room Vanity - Marble - Level 1	NAFMMMAA	Standard		
1.00	Countertops - Kitchen - Granite - Level 1	NMAABZBA	Standard		
1.00	Countertops - Standard Island - Granite - Level 1	NMBMFMBA	Standard		

Interior Finishes

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Colonial Trim - Level 1	PANPABBA	Standard		
1.00	Interior Doors - Base - 2 Panel	PARPAAAA	Standard		
1.00	Cased Windows - Colonial Trim	PBAPABBA	Standard		

Paint

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Paint - Single Batch Color - Shell White	QAAABZAA	Standard		

Light Fixtures

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	House Light Fixture Package - Level 2 - Brushed Nickel	RAARAMBB	Standard		
1.00	Bath Light Fixture Package - Level 2 - Chrome	RBARBMBA	Standard		
1.00	Bedroom Light Fixture Package - Brushed Nickel	RCADAHAB	Standard		

Interior and Exterior Hardware

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Dead Bolt Garage Entry	SAEAXYAA	Standard		
1.00	Interior Door Hardware - Schlage J Series - Corona - Nickel	SAJABZCB	Standard		

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Eastwood Homes

Option Addendum

Sales Agent: Melissa Guggisberg
Date: 12/30/2020
Customer: Daniel J. O'Grady, Kaitlyn E. Grigoleit
Contract Date: 12/29/2020
Address: 33 Park View Ave.
Lot Swing: LEFT
Subdivision: SY - Swygerts Landing
Floor Plan: 5089 Cosgrove
Elevation: Elevation A
Lot: 141
Block: 01
Phase: Phase 1
Address: 1102 Tebalt Dr.

Flooring

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Flooring - Foyer - Hardwood - Level 1	TAAAADCA	Standard		
1.00	Flooring - Dining Room - Hardwood - Level 1	TAAABNCA	Standard		
1.00	Flooring - Kitchen - Hardwood - Level 1	TAAABZCA	Standard		
1.00	Flooring - Family Room - Hardwood - Level 1	TAAADXCA	Standard		
1.00	Flooring - Living Room - Hardwood - Level 1	TAAADYCA	Standard		
1.00	Flooring - Base Stairs - Carpet - Level 1	TAAAFIBA	Standard		
1.00	Flooring - Base Stairs - Carpet Pad - Level 1	TAAAFIFA	Standard		
1.00	Flooring - Hall - 1st FL - Hardwood - Level 1	TAAAFYCA	Standard		
1.00	Flooring - Master Bedroom - Carpet - Level 1	TAAAHNBA	Standard		
1.00	Flooring - Master Bedroom - Carpet Pad - Level 1	TAAAHNFA	Standard		
1.00	Flooring - Master Walk In Closet - Carpet - Level 1	TAAAHWBA	Standard		
1.00	Flooring - Master Walk In Closet - Carpet Pad - Level 1	TAAAHWFA	Standard		
1.00	Flooring - Bedroom 2 - Carpet - Level 1	TAAAIFBA	Standard		
1.00	Flooring - Bedroom 2 - Carpet Pad - Level 1	TAAAIFFA	Standard		
1.00	Flooring - Bedroom 3 - Carpet - Level 1	TAAAIOBA	Standard		
1.00	Flooring - Bedroom 3 - Carpet Pad - Level 1	TAAAIOFA	Standard		
1.00	Flooring - Bedroom 4 - Carpet - Level 1	TAAAIUBA	Standard		
1.00	Flooring - Bedroom 4 - Carpet Pad - Level 1	TAAAIUFA	Standard		
1.00	Flooring - Powder Room - Hardwood - Level 1	TAAAKKCA	Standard		
1.00	Flooring - Master Bath - Tile - Level 1	TAAAKQEA	Standard		
1.00	Flooring - Bath 2 - Tile - Level 1	TAAAMVEA	Standard		
1.00	Flooring - Jack and Jill Bath - Tile - Level 1	TAAAQKEA	Standard		
1.00	Flooring - Laundry Room - Tile - Level 1	TAAAQQEA	Standard		
1.00	Flooring - Loft - Carpet - Level 1	TAAARYBA	Standard		
1.00	Flooring - Loft - Carpet Pad - Level 1	TAAARYFA	Standard		

Tub and Shower Surrounds - Wall Tile

Qty	Description	Option Code	Type	Un
1.00	Tile Bath Surround - Opt 5 Piece Master Bath - Level 1	VAAAKTAA	Standard	

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 12/30/2020

Customer Daniel J. O'Grady, Kaitlyn E. Grigoleit **Contract Date** 12/29/2020

Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Appliances

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	GE Range - Electric - Level 3 - Stainless	XAMXBCBI	Standard		[redacted]
1.00	GE Microwave - Over Range - Level 2 - Stainless	XASXFGKG	Standard		
1.00	GE Dishwasher - Front Control - Level 2 - Stainless	XAVXFCDG	Standard		

Landscaping

Qty	Description	Option Code	Type	U
1.00	Irrigation System - 5 Zone	YMA___EA	Standard	

Contract Summary

Base Price $	$525,990	Earnest Money Deposit	$0
Lot Premium $	$20,000	Other Deposits	$0
Option Total $	$13,010	**Total Deposits**	$0
Incentive $			
Total Sale Price	$559,000	Due At Close	$559,000
Loan Amount			

Lender First National Bank

I/we acknowledge a full review of all Options that are available at this time. All selections are final at the start of construction. Any changes may be subject to an additional charge.

DocuSigned by: Daniel O'Grady F6303A8880BB425... Buyer 12/30/2020 Date

DocuSigned by: Kaitlyn Grigoleit 0B0218559E684EB... Co-Buyer 12/30/2020 Date

DocuSigned by: Melissa Guggisberg 218AE393200E492... New Home Specialist 12/30/2020 Date

DocuSigned by: Dion Matheney 0D3525801755430... Executive Officer 12/30/2020 Date

Printed By: Melissa Guggisberg

DocuSign Envelope ID: 2E77B8B9-C602-4877-BF76-40D96DC69AB3

Structural Option Review Acknowledgment

Contract Date: **December 29, 2020**

Buyer (s) Name: **Daniel J. O'Grady, Kaitlyn E. Grigoleit**

Lot / Block: **141 / 01**

Community: **Swygerts Landing**

Plan Number: **5089 Cosgrove**

The Buyer/Buyers acknowledge all available structural options on the Plan Available Options Report for the plan listed above have been presented for buyers review at time of contract.

Buyer: DocuSigned by: Daniel O'Grady — Date: 12/30/2020

Buyer: Kaitlyn Grigoleit — Date: 12/30/2020

NHS: DocuSigned by: Melissa Guggisberg — Date: 12/30/2020

DocuSign Envelope ID: 2E77B889-C602-4877-BF76-40D9EDC69AB3

PRIVATE HOME INSPECTION AGREEMENT

Dear **Daniel J. O'Grady, Kaitlyn E. Grigoleit**

Congratulations on the purchase of your Eastwood Home! At Eastwood Homes we are committed to building you a quality home at a great value. As we have discussed with you, your home goes through numerous quality control inspections throughout your home's construction, to include with your Builder and the local Department of Building Code Enforcement. Your home is carefully inspected for proper construction of all structural (footings, foundation, structural concrete slabs and framing) as well as all mechanical components (plumbing, heating, air conditioning and electrical). Your home will not be accepted as properly constructed until the local Department of Building Code Enforcement provides a "Certificate of Occupancy." At Eastwood Homes we will not close your home until you have received the Certificate of Occupancy so you can have confidence your home was finished in compliance with strict quality building standards.

Some Purchasers elect to hire a Private Home Inspector ("Inspector") to provide advice at or prior to the Pre-Drywall Orientation or the Pre-Settlement Orientation. Although Eastwood Homes feels that hiring an Inspector is an unnecessary expense, we do permit the hiring of an Inspector so long as the Inspector and each Purchaser(s) agree with the following:

1. The Inspector must be accredited or certified by a nationally recognized Home Inspection Organization;
2. The Inspector must carry a $1,000,000 General Liability insurance policy which covers the Inspector and Purchaser(s) in the event a personal injury or other damage were to occur during the private inspection process **(a copy of the declarations page is to be returned with this signed Agreement)**;
3. The Inspector must abide by all applicable rules, regulations and legal requirements, including all OSHA standards, just like any other site contractor;
4. The Purchaser(s) must notify your Builder at least seven (7) days in advance of any proposed inspection to provide proper lead time to coordinate the appropriate phase, scheduled date and time that is most appropriate for granting access by the Builder, which Builder shall decide in Builder's sole discretion;
5. All Inspections must be completed prior to the Pre-Settlement Orientation;
6. The Inspector agrees to review any findings, suggestions or comments with Builder prior to leaving the home post inspection, so any construction or code questions can be resolved. It is important to note that licensed code officers control whether Certificates of Occupancy can be granted for a home. Hence, any inconsistencies between Inspector findings and code officer requirements will be resolved in accordance with code officer requirements, as certificates of occupancy will not be issued absent meeting code officer requirements;
7. Cumulatively, Inspectors will be prepared to discuss their findings, if any, such that Eastwood Homes and/or the code officer's requirements can be evaluated thoroughly and acted upon in Eastwood Home's sole discretion;
8. Any Change Orders resulting from an Inspection will be properly noted and the appropriate Contract Addendum(s) will be completed immediately, so the Builder can meet the targeted building schedule; and
9. Purchaser(s) and Inspectors hold harmless, indemnify, and otherwise hold harmless in all respects Eastwood Homes, from any damage, claim, injury, or other cause of action arising from this Agreement. Purchaser(s) and Inspector will exhaust any claims against Inspector's General Liability Insurance arising from any injury or damage which occurs. Any Inspector who enters upon any home site without having executed this Agreement shall be deemed a trespasser, not a business invitee.

We, the undersigned, acknowledge and agree we have read the Private Inspection Agreement and will abide by its requirements. Further, as the Inspector, I/we have provided the General Liability Insurance Declaration Page required and I/we agree to assume the risk of any injury, damage or claim arising from the home site to be inspected.

DocuSigned by:
David O'Grady
F6303A8880BB425...

Purchaser — Date: 12/30/2020

DocuSigned by:
Kaitlyn Grigoleit
[illegible]18559E684EB...

Purchaser — Date: 12/30/2020

Inspector — Date

DocuSigned by:
Dion Matheney
0D3526884755430...

Executive Officer, Eastwood Homes — Date: 12/30/2020

Design Center Addendum

Buyer(s): Daniel J. O'Grady, Kaitlyn E. Grigoleit

Community / Lot: SY - Swygerts Landing 141

Contact #: 516-359-6747

NHS: Melissa Guggisberg

Design Appointment Date: N/A

Design Appointment Time:

Design Appointment Information: $6000

Buyer(s) understand that there is a 10 ***% option deposit due at time of Design Center appointment*** *for options selected on balance of options after incentives are applied.*

Buyer(s) understand that due to the length of the Design Center appointment, the level of detail involved and to ensure safety of your child, ***the Design Center is a child-free environment****.*

Seller may require certain design center selections to be paid in full.

DocuSigned by:
Daniel O'Grady
F6303A8880BB425...
Buyer — 12/30/2020 Date

DocuSigned by:
Kaitlyn Grigoleit
0B9318559E684EB...
Buyer — 12/30/2020 Date

DocuSigned by:
Melissa Guggisberg
248AE393200E492...
NHS — 12/30/2020 Date

DocuSigned by:
Dion Mathueny
0D3525801755420...
Executive Officer — 12/30/2020 Date

DocuSign Envelope ID: 2E77B8B9-C602-4877-BF76-40D96DC69AB3

EASTWOOD HOMES — Specifications and Quality Builder Program — July 2020 – Swygert's Landing

LOT PREPARATION AND SITING

- Clearing limits and building pad elevations will be determined by Eastwood Homes. Tree save areas will be defined during final grade. Pre-existing trees are not guaranteed.
- Eastwood Homes maintains the right to control the foundation height, drive or parking pad location, setback and side yard placement (within zoning restrictions) and garage handing.

FOUNDATION

- **Slab:** Pier and curtain drive under garages

FRAME

- **Wall Systems:** Exterior and bearing wall stud spacing @ 16" OC with double top plate, pressure treated sill plate adjacent to slab area and 7/16" sheathing with house wrap

FLOOR SYSTEMS: ¾" tongue and groove OSB sheathing over open web floor trusses or "I" Joists

- **Roof Systems:** Radiant roof barrier over open web roof trusses
- **Termite Treatment:** VA/FHA certified termite treatment with renewable bond protection program
- **Taexx**- In wall pest control system

EXTERIOR FINISHES

- **Roof** – Architectural shingles with Limited Lifetime Warranty
- **Siding**- Fiber Cement Board
- **Windows:** Low E vinyl single hung windows with tilt sash, and double insulated glass
- **Exterior Doors:** *Front door* – 6 Panel Fiberglass with deadbolt (per plan)
  Rear door – 1 Lite steel door with deadbolt or sliding glass door (per plan)
  Garage/House Service Door – Six panel steel door (per plan)
  Garage Overhead Door- carriage with glass
- **Gutters & Downspouts:** Included front and rear per plan

HVAC

- **Heating\Cooling:** 14 seer Gas Furnace / 14 Seer Air Conditioner / 1 WIFI Thermostat
- **Dual Damper:** Electronic balancing system
- **Exhaust Fans:** Externally vented and located in all baths (per plan)
- **Dryer Vent:** Externally vented dryer connection

PLUMBING

- **Water Heater:** Energy efficient tankless gas hot water heater
- **Ice Maker:** Built-in ice-maker connection @ refrigerator space
- **Hose Bibs:** Two exterior hose bibs
- **Washer Connection:** Built-in washer box connection
- **Master Tub:** Multi-piece enclosure
- **Hall Tub:** Multi-piece enclosure
- **Faucets:** Chrome single control kitchen, tub and shower faucet with 4" chrome Brantford/ Eva in all bathrooms
- **Sinks:** Stainless steel double bowl kitchen sink, pedestal sink in powder room (per plan)
- **Disposer:** 1/3 horsepower disposer
- **Toilets:** Elongated Toilets

ELECTRICAL

- **Exterior Outlets:** GFCI protected waterproof outlets per code
- **Structured wiring:** Low voltage structured wiring package including panel, 6 phone or cable or 3 Dual Outlets
- **Washer / Dryer:** 110 V washer outlet and 220 V dryer outlet
- **Smoke Detectors:** Smoke detectors provided @ each floor and bedrooms
- **Carbon Monoxide Detector:** One per floor per code
- **Light Fixtures:** Nickel light package with LED lights in kitchen (per plan), chrome bath light fixtures
- **Ceiling Fan pre-wires:** All bedrooms, family room and bonus room/loft
- **Garage:** Garage door opener pre-wire
- **Smart Home:** Doorbell camera, key pad door lock, Z-wave thermostat and 4 Z-wave switches

INSULATION

- **Sidewall:** R 13 Batt (Minimum)
- **Garage Ceiling:** R 19 Batt (Only with conditioned space above)
- **Ceiling:** R 30 blown @ flat ceiling, R 30 Batt @ vaulted ceiling

INTERIOR FINISHES

- **Drywall:** ½" Drywall throughout house and smooth ceilings throughout
- **Doors:** Painted raised panel
- **Door Knobs:** Brushed Nickel
- **Molding:** 5.25 baseboards and windows cased with sills
- **Attic Access:** 22"x30" (per plan)
- **Paint:** Flat shell white latex wall paint, semi-gloss white latex paint @ trim
- **Cabinetry:** Level 1 staggered with birch cabinetry in kitchen and 35" master bath vanity (per plan)
- **Mirrors:** Included in all baths
- **Countertops:** Level 1 granite countertops in kitchen and cultured marble countertops in baths
- **Shelving:** Ventilated closet shelving
- **Appliances:** GE- Dishwasher, self-cleaning electric smooth top range, and microwave (SS)
- **Flooring:** - 3" Level 1 hardwood flooring in foyer, dining room, family room, kitchen, and powder room; Level 1 straight lay tile flooring in baths and laundry area (per plan); carpet over FHA/VA approved pad

EXTERIOR

- **Deck:** per plan
- **Walk:** Three feet wide concrete walk from drive to front door
- **Drive:** Plans with two-car garage include a 16 feet wide drive from garage to street per community/lot condition
- **Landscaping:** Front, Side and Rear yards will be sodded 40' from the rear of the main home. All other disturbed areas will have pine straw. Wooded and natural areas will be left in their natural state. Up to 6 shrubs will be planted. One tree will be planted in front yard. 5 Zone Irrigation to be installed per landscaping. All sod, seeding, grade materials, shrubs and trees become the responsibility of the homeowner after closing.

I/We (Purchaser) have 3 days after initial contract submission to make changes without a change order fee. A request for change can be made, prior to requesting a building permit, but will be assessed a change fee plus the cost of the change. **No changes will be accepted after a request for permit has been requested.** Eastwood Homes reserves the right to make material substitutions, as required, with material of equal or greater value without notice. I have read & reviewed the above Specifications and Upgrades on the reverse side and understand them, and agree that no verbal representations have been made except those outlined in the Attached Contract and this Specification and Addendum to Contract.

Purchaser: David O'Grady (DocuSigned by: E620AA8B6B6B425...) Date: 12/30/2020

Purchaser: Kaitlyn Grigoleit (DocuSigned by: 9B021B559E664EB...) Date: 12/30/2020

New Home Specialist/Witness: Melissa Guggisberg (DocuSigned by: 210AE3922C0E49D...) Date: 12/30/2020

Eastwood Const. Co., Inc.: Dion Mathews (DocuSigned by: 0D3525801755430...) Date: 12/30/2020

(Valid only when signed by Corporate Officer)

ROA 000752

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David O'Grady 12/30/2020
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DocuSigned by:
Kaitlyn Fitzgerald 12/30/2020
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DocuSigned by:
Dion Matheney 12/30/2020
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EASTWOOD HOMES

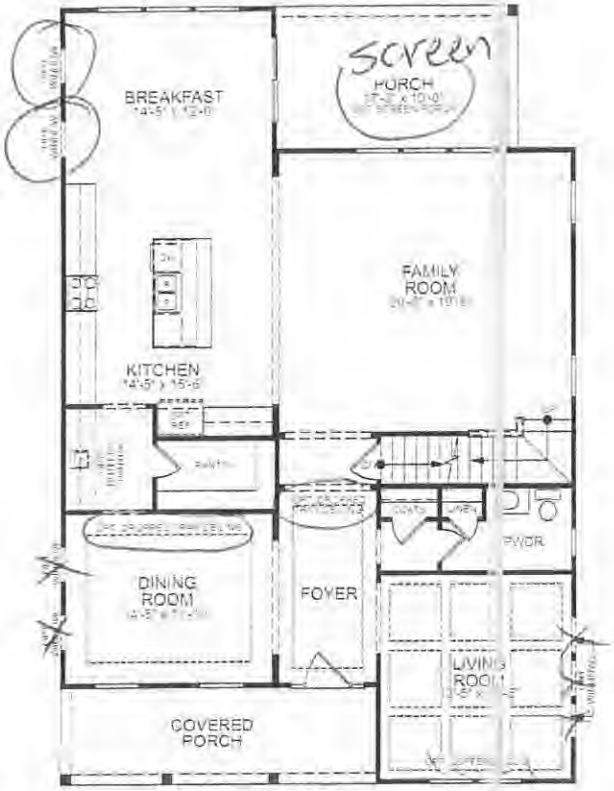
Eastwood Homes continuously strives to improve our product; therefore, we reserve the right to change, modify, or revise architectural details and designs without notice. Our brochures and images are for illustration only, are not drawn to scale, and may include optional features that vary by community. Room dimensions are approximate. Please see contract for additional details.

5089 Cosgrove 02/2020

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The Cosgrove • First Floor Plan

SHOWN W/ ELEVATION D

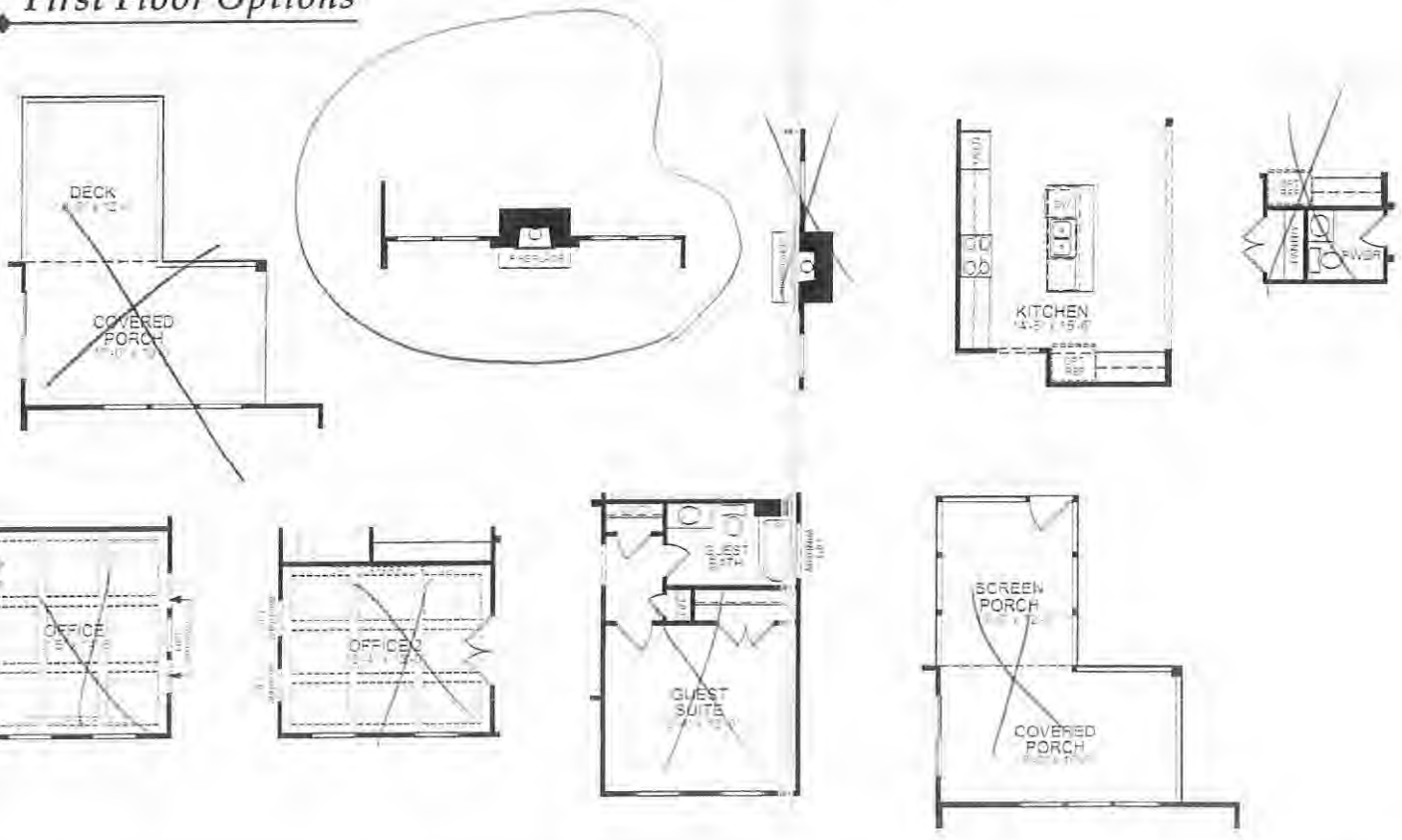


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Dion Mathenia 12/30/2020
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First Floor Options



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The Cosgrove • Second Floor Plan

SHOWN W/ ELEVATION D

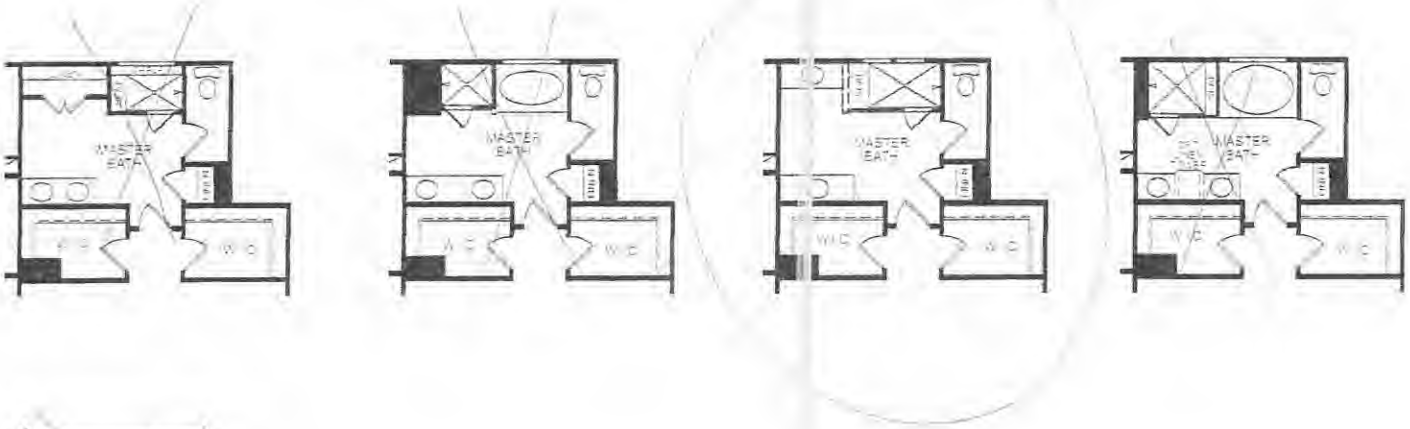


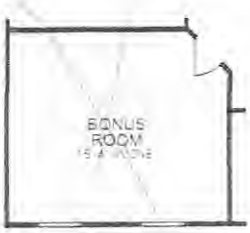
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Dion Matheson 12/30/2020
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Second Floor Options





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First National Bank

Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.

Daniel J O'Grady
Kaitlyn E Grigoleit
33 Parkview Ave
Jersey City, NJ 07302

12/29/2020

Congratulations!

The first step toward owning your new home is already in place...and we will be there to help guide you along the way!

Based on the information you provided, First National Bank has pre-qualified you for a mortgage based on the information and loan details outlined below:

Purchase Price:*$620,000.00*

Loan Amount: *$496,000.00*

Qualifying Monthly Payment*: *1,992.19*

**This payment includes principal, interest, taxes, homeowner's insurance, condominium fees, flood insurance, and mortgage insurance as applicable.*

Approval of your mortgage inquiry may be subject to the following conditions*:

- Validation of information provided
- Standard Underwriting Eligibility Guidelines
- Satisfactory Title Search
- Fully executed Purchase Contract
- Satisfactory Written Appraisal
- Sufficient funds to close

**Other conditions may apply based on the loan program selected. This pre-qualification is not a commitment to lend or a specific rate. This pre-qualification is valid for 60 days from the date of this letter.*

Thank you for choosing First National Bank for this initial step in your search for a new home. We look forward to supporting you throughout the process, and providing you with the best possible options to meet your home financing needs.

Please feel free to contact me at any time throughout the process.

Regards,

Josh Feldman
FeldmanJ@fnb-corp.com
NMLS # 659173
(843) 364-5626

This pre-qualification letter does not constitute loan approval or a commitment to rate, fees, or term. A final loan decision will not be made until a complete application and supporting documentation are received and verified.

EQUAL HOUSING LENDER, MEMBER FDIC

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Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 02/17/2021

Customer Daniel J. O'Grady, Kaitlyn E. Grigoleit **Contract Date** 12/29/2020

Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Current Status of Home

Community

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Division - Charleston	AAAABACA	Standard	[redacted]	
1.00	35SY - Swygert's Landing	ASA___DS	Standard		
1.00	Included Feature Adjustment Direct vent included in DK	AZA___FA	Finance		
1.00	Design Center Incentive	AZA___HA	Finance		

Elevation

Qty	Description		Option Code	Type	U
1.00	Elevation A		BAABAAAA	Standard	[redacted]
	Stone Cut:	n/a			
	Stone Color:	n/a			
	Shingle Color:	Black			
	Brick Color:	n/a			
	Siding Color:	Charleston White DCR100			
	Shake Color:	n/a			
	Shutter and Front Door Color:	Black			
	Board and Battton Color:	n/a			

Foundation

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Foundation - Drive Under	CAACFMEA	Standard	[redacted]	

DS DM

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DS DSO DS KEG

Eastwood Homes

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Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Structural

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Luxury Master Shower	DAVDGJGA	Finance	[redacted]	
1.00	4 FT Shower with Seat ILO Tub - Bath 2	DAYAMVDA	Finance		
	Tile Size: 12x24				
	Tile Color: White EL30 laid 1/3 off set - Grout - Ash				
1.00	Roof Overhangs	DDYDDMAA	Standard		
1.00	Tray Ceiling - Foyer	DDZDDPCA	Finance		
1.00	Tray Ceiling - Dining Rm	DDZDDREA	Finance		
1.00	Tray Ceiling - Master Bedroom	DDZDDVLA	Finance		
1.00	Screen Porch ILO Std Patio or Deck - Full Screen - Aluminum	DKADCACA	Finance		
1.00	Deck Foundation - Screen Porch - Wood - Drive Under	DNCDCAHC	Finance		
1.00	Deck Stairs with Landing - Wood - Drive Under	DNECFMEB	Standard		
1.00	Fireplace with Mantle - Rear Location - Gas	DQADOCAA	Finance		
1.00	Single Window - Bedroom 2 - 3050	DSCFFDDA	Finance		
1.00	Single Window - Bedroom 3 - 3050	DSCFFIIA	Finance		
1.00	Single Window - Jack and Jill Bath - 4010	DSEFGIG_	Finance		
1.00	Single Window - Bath 2 - 4010	DSEFGKKA	Finance		
1.00	Decorative Window Package - Breakfast Area - 2626 - Qty 2	DSKFKEEA	Finance		
1.00	Front Door - 3080	DSQFAIAA	Finance		

DS DM

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DS DSO DS KEG

Eastwood Homes

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Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Exterior Finish

Qty	Description		Option Code	Type	Unit Price $	Total Price
1.00	Architectural Shingles		EAAABZAA	Standard	[redacted]	
	Color:	Black				
1.00	Radiant Roof Barrier		EAMABZAA	Standard		
1.00	Fiber Cement Siding - Primed		EBGEAJAA	Standard		
	Shake Paint Color:	n/a				
	Paint Color:	Charleston White DCR100				
	Board and Batton Paint Color:	Charleston White DCR100				
1.00	Garage Door - Drive Under Foundation - Carriage with Glass Panels		EGBCFMDA	Standard		
1.00	Garage Door Glass Window Trim - Drive Under Foundation - Carriage		EGHCFMBA	Standard		
1.00	Garage Door Decorative Hardware - Drive Under Foundation		EGJCFMAA	Standard		
1.00	Gutters		EJAEGMAA	Standard		
	Color:	White				
1.00	Railings - Front Porch - Wood		ERSERMBA	Standard		
	Stain Color:	White				
1.00	Exterior Trim Packages - CHS - Fiber Cement - White		EUC___FC	Standard		
1.00	Exterior Color Selections - Fiber Cement Siding		EVC___GA	Standard		
	Stone Cut:	n/a				
	Stone Color:	n/a				
	Shingle Color:	Black				
	Brick Color:	n/a				
	Siding Color:	Charleston White DCR100				
	Shake Color:	n/a				
	Shutter Color:	n/a				
	Metal Roof:	n/a				
	Gutters:	White				
	Front Door Color:	Black				
	Brick Size:	n/a				
	Board and Batton Color:	Charleston White DCR100				

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Windows and Doors

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Decorative 3080 Front Door 2	FACFAIDB	Finance	[redacted]	
1.00	Grids Between Glass Windows	FLAABZAA	Standard		
1.00	Window Grid Pattern - 2 Over 1	FLGABZCA	Standard		
	Color: White				
1.00	Window OSB	FYA___AA	Standard		

HVAC

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	HVAC System - 14 SEER - Gas	GAAABZBA	Standard	[redacted]	
1.00	Direct Vent Kitchen Exhaust - Exterior Wall	GAIGAABA	Finance		
1.00	Gas Line - Cook Top	GCAABZBA	Finance		
1.00	Gas Line - Dryer	GCAABZCA	Finance		
1.00	Gas Line - Patio	GCAABZDA	Finance		

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Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Electrical

Qty	Description		Option Code	Type	Unit Price $	Total Price
1.00	LED Disc Light Package - Kitchen		HACABZAA	Standard	[redacted]	
1.00	LED Disc Light Package - Family Room		HACADXAA	Finance		
1.00	LED Disc Light Package - Master Bedroom		HACAHNAA	Finance		
1.00	LED Disc Light Package - Loft		HACARYAA	Finance		
1.00	Under Cabinet Lights - Designer Kitchen		HDNMEMBA	Finance		
1.00	Flood Light Package - Qty 2		HEA___AA	Standard		
1.00	Garage Door Keypad		HGBAXYAA	Finance		
1.00	Garage Door Prewire - Drive Under Foundation		HGGCFMAA	Standard		
1.00	Garage Door Opener with Remotes - Drive Under Foundation		HGICFMAA	Finance		
1.00	Ceiling Fan Prewire - Screen Porch		HYYDCAAA	Finance		
1.00	Ceiling Fan Prewire - Front Porch		HYZ___AA	Finance		
1.00	Ceiling Fan Prewire - Family Room		HZCADXAA	Standard		
1.00	Ceiling Fan Prewire - Living Room		HZCADYAA	Standard		
1.00	Ceiling Fan Prewire - Master Bedroom		HZCAHNAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 2		HZCAIFAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 3		HZCAIOAA	Standard		
1.00	Ceiling Fan Prewire - Bedroom 4		HZCAIUAA	Standard		
1.00	Ceiling Fan Prewire - Loft		HZCARYAA	Standard		
1.00	Pendant Light Prewire Package		HZDICMAA	Finance		
	Location:	over island per plan				
3.00	110 Volt Outlet		HZF___AA	Finance		
	Location:	see Home Telecom plans and electrical plans				
2.00	Dedicated 110 Volt Outlet		HZG___AA	Finance		
	Location:	See plans				
1.00	Exterior 110 Volt Outlet with Cover		HZH___AA	Finance		
	Location:	See plans				
1.00	USB Outlet		HZL___AA	Standard		
	Location:	in kitchen per plan				

DS DM

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Low Voltage

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Low Voltage - Std Smart Home Package	JBA___AA	Standard	[redacted]	
1.00	Low Voltage - Std ONQ SW Panel 6 Lines	JBA___GA	Standard		
1.00	Low Voltage - SW Phone Data Jack Cat5E	JBA___IA	Finance		
1.00	Low Voltage - Audio Video Chase Pipe with 2 Outlets	JBA___NA	Finance		

Plumbing

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Kitchen Faucet - Pull Down - Align Spring - Matte Black	KAAABZCJ	Finance	[redacted]	
1.00	Kitchen Sink - Farm House - Single Basin - White	KAEGBMCA	Finance		
1.00	Bath Faucet Package - Gibson 8 IN Spread - Matte Black	KBAGAMJG	Finance		
1.00	Comfort Height Toilet - Master Bath	KKAAKQAA	Finance		
1.00	Water Heater - Tankless - 3 Baths or Less - Level 1	KXAABZCA	Standard		

Balusters

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Balusters - 1st FL Stairs - Wooden - Square 1.25 Handrail Stain Color: Brazilnut	LAALAMAA	Finance	[redacted]	

DS DM

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Cabinets

Qty	Description		Option Code	Type	Unit Price $	Total Price
1.00	Cabinets - Designer Kitchen 42 with Double Oven - Level 5		MAEMEQDE	Finance	[redacted]	
	Door Style:	Teagan				
	Color:	Burlap				
1.00	Cabinets - Opt Designer Island - Level 5		MAHMGPHE	Finance		
	Door Style:	Teagan				
	Color:	Sarsaparilla				
1.00	Cabinets - Std Powder Room Vanity - Level 5		MBMMMMAE	Finance		
	Door Style:	Teagan				
	Color:	Burlap				
1.00	Cabinets - Master Bath - Luxury Shower - Level 5		MCYDGJAE	Finance		
	Door Style:	Teagan				
	Color:	Burlap				
1.00	Cabinets - Bath 2 - Level 5		MHAAMVAE	Finance		
	Door Style:	Teagan				
	Color:	Burlap				
1.00	Cabinets - Jack and Jill Bath - Standard Vanity - Level 5		MJAAQKAE	Finance		
	Door Style:	Teagan				
	Color:	Burlap				
1.00	Cabinets - Hardware - Whole House - Level 1		MSWABZAA	Finance		
	Drawer:	H318				
	Door:	H318				
1.00	Cabinets - Select Upgrade - Whole House		MTHABZAA	Finance		

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Eastwood Homes

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Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Countertops

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Bathroom Countertops - Opt Luxury Master Shower - Quartz - Level 1	NAAAKVDA	Finance		
	Color: White Zen				
1.00	Bathroom Countertops - Bath 2 - Marble - Level 1	NAAAMVBA	Standard		
	Color: Pearl Matte				
1.00	Bathroom Countertops - Jack and Jill Bath - Marble - Level 1	NAAAQKBA	Standard		
	Color: Matte Pearl				
1.00	Bathroom Countertops - Std Powder Room Vanity - Marble - Level 1	NAFMMMAA	Standard		
	Color: Matte Pearl				
1.00	Bathroom Countertops - Rectangle Sink - Master Bath - Quartz	NBAAKQBA	Finance		
1.00	Countertops - Opt Designer Island - Quartz - Level 2	NMBMGPCB	Finance		
	Eased - Calacatta Vintage				
1.00	Countertops - Designer Kitchen - Quartz - Level 2	NMCMEMCB	Finance		
	Edge Profile: Eased				
	Color: Calacatta Vintage				

Fireplace Surrounds and Mantels

Qty	Description	Option Code	Type
1.00	Fireplace Surround - Marble - Arctic White	OABDOAEC	Finance
1.00	Fireplace Mantel - Kenwood	OAJDOAAC	Finance
1.00	Fireplace Hearth - Marble - Arctic White	ODADOAEC	Finance

Interior Finishes

Qty	Description	Option Code	Type
1.00	Craftsman Trim - Level 2	PANPACCB	Finance
1.00	Interior Doors - Craftsman - 2 Panel Recessed	PARPACCB	Finance
1.00	Cased Windows - Craftsman Trim	PBAPACCA	Finance
1.00	Wood Tread Stairs - 1 Flight	PHADAQAA	Finance
	Brazilnut		

Paint

Qty	Description	Option Code	Type
1.00	Paint - Two Tone - Factory Colors	QAAABZAB	Finance
	Color: First Star		

DS DM

* Continued on Next Page *

DS DSO DS KEG

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 02/17/2021

Customer Daniel J. O'Grady, Kaitlyn E. Grigoleit **Contract Date** 12/29/2020

Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Light Fixtures

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	House Light Fixture Package - Level 2 - Brushed Nickel	RAARAMBB	Standard	[redacted]	
1.00	Bath Light Fixture Package - Level 2 - Chrome	RBARBMBA	Standard		
1.00	Bedroom Light Fixture Package - Brushed Nickel	RCADAHAB	Standard		

Interior and Exterior Hardware

Qty	Description	Option Code	Type
1.00	Front Door Handle Set - Schlage J Series - Barcelona - ORB	SAB___DC	Finance
1.00	Dead Bolt Garage Entry	SAEAXYAA	Standard
1.00	Interior Door Hardware - Schlage J Series - Corona - ORB	SAJABZCC	Finance
1.00	Semi-Frameless Shower Door - 4 FT Shower with Seat in Bath 2 Brushed Nickle	SATDKCAA	Finance
1.00	Framed or Semi-Frameless Shower Door Color Finish - Matte Black Master Shower	SAZ___AD	Finance

DS DM

* Continued on Next Page *

DS DSO DS KEG

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 02/17/2021

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Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Flooring

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Flooring - Foyer - Vinyl Plank - EVP - Level 2	TAAAADDG	Finance	[redacted]	
	Color: Riva				
1.00	Flooring - Dining Room - Vinyl Plank - EVP - Level 2	TAAABNDG	Finance		
	Color: Riva				
1.00	Flooring - Kitchen - Vinyl Plank - EVP - Level 2	TAAABZDG	Finance		
	Color: Riva				
1.00	Flooring - Family Room - Vinyl Plank - EVP - Level 2	TAAADXDG	Finance		
	Color: Riva				
1.00	Flooring - Living Room - Vinyl Plank - EVP - Level 2	TAAADYDG	Finance		
	Color: Riva				
1.00	Flooring - Hall - 1st FL - Vinyl Plank - EVP - Level 2	TAAAFYDG	Finance		
	Color: Riva				
1.00	Flooring - Master Bedroom - Carpet - Level 1	TAAAHNBA	Standard		
	Color: Baked Sand				
1.00	Flooring - Master Bedroom - Carpet Pad - Level 2	TAAAHNFB	Finance		
	Color: 8lb				
1.00	Flooring - Master Walk In Closet - Carpet - Level 1	TAAAHWBA	Standard		
	Color: Baked Sand				
1.00	Flooring - Master Walk In Closet - Carpet Pad - Level 2	TAAAHWFB	Finance		
	Color: 8lb				
1.00	Flooring - Bedroom 2 - Carpet - Level 1	TAAAIFBA	Standard		
	Color: Baked Sand				
1.00	Flooring - Bedroom 2 - Carpet Pad - Level 2	TAAAIFFB	Finance		
	Color: 8lb				
1.00	Flooring - Bedroom 3 - Carpet - Level 1	TAAAIOBA	Standard		
	Color: Baked Sand				
1.00	Flooring - Bedroom 3 - Carpet Pad - Level 2	TAAAIOFB	Finance		
	Color: 8lb				
1.00	Flooring - Bedroom 4 - Carpet - Level 1	TAAAIUBA	Standard		
	Color: Baked Sand				
1.00	Flooring - Bedroom 4 - Carpet Pad - Level 2	TAAAIUFB	Finance		
	Color: 8lb				
1.00	Flooring - Powder Room - Vinyl Plank - EVP - Level 2	TAAAKKDG	Finance		
	Color: Riva				
1.00	Flooring - Master Bath - Tile - Level 4	TAAAKQED	Finance		
	Grout Color: Snow White				

DS DM

* Continued on Next Page *

DS DSO DS KEG

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 02/17/2021

Customer Daniel J. O'Grady, Kaitlyn E. Grigoleit **Contract Date** 12/29/2020

Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Flooring

Qty	Description		Option Code	Type	Unit Price $	Total Price
	Color:	Cararra FL06 Matte 12x24 laid 1/3 offset				
1.00	Flooring - Bath 2 - Tile - Level 4		TAAAMVED	Finance		
	Grout Color:	Ash				
	Color:	12x24 White EL30 laid 1/3 offset				
1.00	Flooring - Jack and Jill Bath - Tile - Level 4		TAAAQKED	Finance		
	Grout Color:	Ash				
	Color:	12x24 White EL30 laid 1/3 offset				
1.00	Flooring - Laundry Room - Tile - Level 2		TAAAQQEB	Finance		
	Grout Color:	Oyster Gray				
	Color:	18x18 White KC01				
1.00	Flooring - Loft - Carpet - Level 1		TAAARYBA	Standard		
	Color:	Baked Sand				
1.00	Flooring - Loft - Carpet Pad - Level 2		TAAARYFB	Finance		
	Color:	8lb				

Kitchen Backsplashes

Qty	Description		Option Code	Type
1.00	Kitchen Backsplash - Kitchen - Level 4		UAAABZAD	Finance
	Tile Size:	1x3 Herringbone Mosaic		
	Tile Color:	Matte Arctic White 0790		
	Grout Color:	Bright White laid vertical		

Tub and Shower Surrounds - Wall Tile

Qty	Description		Option Code	Type
1.00	Tile Bath Surround - Opt Luxury Master Shower - Level 3		VAAAKVCA	Finance
	Tile Size:	12x24		
	Tile Color:	Cararra FL06 Matte 12x24 laid 1/3 offset		
	Grout Color:	Snow White		
1.00	Tile Bath Surround - Opt 4 FT Shower with Seat Bath 2 - Level 3		VAAAMZCA	Finance
	12x24 White EL30 laid 1/3 offset - grout - Ash			
1.00	Tile Bath Surround - Jack and Jill Bath - Level 3		VAAAQKCA	Finance
	Tile Size:	12x24		
	Tile Color:	White EL30 laid 1/3 offset		
	Grout Color:	Ash		

DS DM

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DocuSign Envelope ID: 708EB6FC-259F-46C9-A1E6-BD7644C14B21

Eastwood Homes

Option Addendum

Sales Agent Melissa Guggisberg **Date** 02/17/2021

Customer Daniel J. O'Grady, Kaitlyn E. Grigoleit **Contract Date** 12/29/2020

Address 33 Park View Ave. **Lot Swing** LEFT

Subdivision SY - Swygerts Landing **Floor Plan** 5089 Cosgrove **Elevation** Elevation A

Lot 141 **Block** 01 **Phase** Phase 1 **Address** 1102 Tebalt Dr.

Appliances

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	GE Wall Oven - Double - Level 3 - Stainless PTD7000SNSS	XAMXDCTK	Finance	[redacted]	
1.00	GE Cook Top - Gas - Level 2 - Stainless PGP7036SLSS	XAPXECFG	Finance		
1.00	GE Range Hood - Designer - Level 1 - Stainless JVW5361SJSS	XASXFEGC	Finance		
1.00	GE Dishwasher - Hidden Control - Level 4 - Stainless PDT775SVNFS	XAVXFCHP	Finance		

Landscaping

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Irrigation System - 5 Zone	YMA___EA	Standard	[redacted]	

Blinds

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Window Blind Package	ZBAZBAAA	Finance	$3,150.00	3,150.00

Contract Summary

Base Price $	$525,990
Lot Premium $	$20,000
Option Total $	$72,180
Incentive $	$(6,340)
Total Sale Price	$611,830
Loan Amount	
Lender	First National Bank

Earnest Money Deposit	$5,000
Other Deposits	$0
Total Deposits	$5,000
Due At Close	$606,830

I/we acknowledge a full review of all Options that are available at this time. All selections are final at the start of construction. Any changes may be subject to an additional charge.

DocuSigned by: David J. O'Grady F6303A8880BB425... — Buyer — 2/18/2021 Date

DocuSigned by: Kaitlyn E. Grigoleit 9B0218559E684EB... — Co-Buyer — 2/17/2021 Date

New Home Specialist — Date

DocuSigned by: Dion Mathewey 0D3525801755430... — Executive Officer — 2/18/2021 Date

Printed By: Erin Amerson

DocuSign Envelope ID: 708EB6FC-259F-46C9-A1E6-BD7644C14B21

EASTWOOD HOMES

built with care.

Design Deposit Addendum

Purchaser, Daniel J. O'Grady and Kaitlyn E. Grigoleit on Lot 141 in Swygerts Landings, street address 1102 Tebalt Dr. acknowledges that they will need to pay an additional: $5,283 by 4/12/2021. This deposit is to be credited back upon closing of the property. Failure to pay the above-mentioned deposit by the stated due date will create a stop construction on the home and the builder at this point reserves the right to modify selections. If the buyer has not paid the deposit by the due date and the builder does elect to modify selections the buyer is still fully obligated to proceed with the purchase agreement. An ACH withdraw form is attached to your design file for your convenience. Please forward it to wbarber@eastwoodhomes.com to process your payment on or before the due date mentioned above. Partial payments are not accepted.

Buyer: DocuSigned by: David J. O'Grady F6303A8880BB425... Date 2/18/2021

Buyer: DocuSigned by: Kaitlyn E. Grigoleit 9B0216559E684EB... Date: 2/17/2021

Executive Officer: DocuSigned by: Dion Mathueny 0D3525801755430... Date: 2/18/2021

Change Order Fee Addendum

Purchaser Daniel J. O'Grady and Kaitlyn E. Grigoleit on Lot 141 in Swygerts Landings, Subdivision at street address 1102 Tebalt Dr. understands that any changes made after date: 2/16/2021 must be accompanied by a $250 non-refundable check for the change order fee made out to Eastwood Homes. Any and all changes are subject to builder approval.

Buyer: DocuSigned by: David J. O'Grady F6303A8880BB425... Date 2/18/2021

Buyer: DocuSigned by: Kaitlyn E. Grigoleit 9B0216559E684EB... Date: 2/17/2021

Executive Officer: DocuSigned by: Dion Mathueny 0D3525801755430... Date: 2/18/2021

2/17/2021

DocuSign Envelope ID: 708EB6FC-259F-46C9-A1E6-BD7644C14B21

EASTWOOD HOMES

built with care.

Paint Color Addendum

Purchaser **Daniel J. O'Grady and Kaitlyn E. Grigoleit** on Lot **141** in the **Swygerts Landing** Subdivision understands that any and all paint colors chosen on the interior and exterior of the home (including standard shell white) may not touch up properly and or provide a consistent color match when repairs are made or when **any** paint touch up is required after closing. Sunlight, conditions inside the home, the temperature in which the paint is stored can all be contributing factors as to why the paint may not provide a proper match. Eastwood Homes will repaint the area in which a repair is required (unless the homeowner has already painted with their own colors) but can provide no warranty as to the paint's consistency or color match on an area where a repair is made.

Buyer: DocuSigned by: Daniel J. O'Grady F6J0JA5890B8425... Date 2/18/2021

Buyer: DocuSigned by: Kaitlyn E. Grigoleit 9B0218559E684EB... Date: 2/17/2021

Executive Officer: DocuSigned by: Dion Mathewy 0D3525801755430... Date: 2/18/2021

2/17/2021

DocuSign Envelope ID: 708EB6FC-259F-46C9-A1E6-BD7644C14B21

35SY 141 01

ACH Additional Deposit

Community: **Swygerts Landing** Lot / Block: **141/01**

Buyer(s): **Daniel J. O'Grady/Kaitlyn E. Grigoleit**

Daniel J. O'Grady, Kaitlyn E. Grigoleit **Date:** 4/12/2021 Routing# _____
Account# _____

CHECKING ACCOUNT INFORMATION ONLY

33 Park View Ave., Jersey City, NJ 07302

Pay to the Order of: Eastwood Homes $ 5,283

In the amount of: Five thousand two hundred eighty three dollars **Bank Name:** _____

Memo: SY - Swygerts Landing / 141 Signature _____

Notes: _____

How is the name spelled on the account? _____

I agree to an ACH withdrawal from Eastwood Homes as stated above.

_____ _____
Buyer Signature Date

_____ _____
Co-Buyer Signature Date

DocuSign Envelope ID: A20B7279-7101-4B10-BC65-D950EDA7F13C

Division: Charleston
Community: SY
Lot/Block: 141

Mutual Release and Revocation of a Prior Agreement to Purchase Real Estate and Right of First Offer

Whereas, on or about December 29, 2020 Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes and/or their Affiliates d/b/a Eastwood Homes (*hereinafter referred to as EASTWOOD*) and Daniel J. O'Grady, Kaitlyn E. Grigoleit (hereinafter referred to as BUYER) entered into a certain written Sales Agreement whereby EASTWOOD agreed to sell and BUYER agreed to purchase a parcel of land described as Lot 141 of Swygert's Landing according to the map or plat thereof as recorded in Charleston Co., State of SC together with any improvements now existing or to be placed thereon (collectively called PROPERTY) and BUYER and EASTWOOD hereby states the following reason for Termination of the Sales Agreement on their behalf:

Phase 4 of Swygert's Landing was erroneously left out of the Swygert's Phases 1, 2 and 3 Declaration of Covenants, Conditions and Restrictions by preceding Owner's legal error. No further houses can be closed in Phase 4 until this cloud on title is resolved with the attorneys for the Phases 1, 2 and 3 Declaration, and the existing homeowners in Phase 4. Moreover, lenders require a lender certification at closing which requires disclosure of any homeowner's association issues, which lender requirement cannot be satisfied at this time. Seller has agreed to contact Buyer after the legal issues have been resolved, which will take 4 months or more to legally resolve. Seller cannot cure this issue within the time period of the Contract.

VOID

After which, both EASTWOOD and BUYER now agree to terminate the Sales Agreement and mutually release one another from any further obligations of liabilities thereon;

AND, THEREFORE, in consideration of the return by EASTWOOD to BUYER of $ 10,383, the sufficiency of which is hereby acknowledged; and in further consideration of the mutual covenants contained herein, and intending to be legally bound thereby;

IT IS AGREED that the said Sales Agreement for the purchase of the said PROPERTY is hereby mutually revoked, cancelled, set aside, and declared to be of no further force and effect, and;

IT IS FURTHER AGREED that EASTWOOD and BUYER hereby mutually and irrevocably release one another from any and all claims and liabilities arising from or in connection with either the Sales Agreement for the purchase of the PROPERTY or this agreement revoking the same.

IT IS FURTHER AGREED that EASTWOOD will offer BUYER a right of first offer to re-contract on the Property after the legal cloud on title regarding the Declaration of Covenants is resolved, which may exceed four (4) months or more. BUYER shall have seventy- two (72) hours after EASTWOOD notifies BUYER that the legal cloud on title has been removed in which to accept the offer made by EASTWOOD to re-contract on the Property at current market value. Should BUYER not re-contract within this time period, EASTWOOD shall be free to place the Property on the market for sale without further obligation to BUYER.

3.11.2020

DocuSign Envelope ID: A20B7279-7101-4B10-BC65-D950EDA7F13C

Primary Buyer Signature: _____ **Date**: _____

Co-Buyer Signature: _____ **Date**: _____

NHS / Witness: DocuSigned by: Melissa Guggisberg 218AE393200E492... **Date**: 6/7/2021

Corporate Officer: _____ **Date**: _____

Mailing Address:

Refunds of binder monies will be mailed within 21 days after all necessary documents are received by Eastwood Homes Corporate Office.

VOID

City of Charleston

PERMIT

The Permit Center at 2 George St.
Office: (843) 577-5550
charleston-sc.gov/cap

Permit #	Issue Date	Permit Type	Work Class
SF2021-11730	03/31/2021	Single Family/Duplex Dwelling	New

JOB/PROPERTY INFORMATION

Address:
1102 TEBALT DR
Johns Island, SC 29455

Parcel:	C3120200095
Lot:	Block Lot 141 GovLot Tract
Subdivision:	Swygerts Landing
Flood Zone:	X
Zone:	Easement Public
Description:	New Single Family Residential Construction

CONTRACTOR INFORMATION

Eastwood Homes (Billing)
Bus: (843) 388-8087

INSPECTIONS

SCHEDULE, VIEW, AND MANAGE INSPECTIONS ONLINE AT Charleston-sc.gov/cap
Inspection are not necessarily listed in sequential order

ENG Residential Final Inspection	Fireplace Final	Fireplace Rough
Residential Building Final	Residential Building Footer	Residential Building Foundation Wall
Residential Building Framing	Residential Building Insulation	Residential Building Sheathing
Residential Building Slab Inspection	Residential Building Strapping	Residential Electrical Final
Residential Electrical Pre-Power & Service	Residential Electrical Rough	Residential Gas Final
Residential Gas Pre-Service	Residential Gas Rough	Residential Mechanical Final
Residential Mechanical Rough	Residential Plumbing Final	Residential Plumbing Rough
Residential Plumbing Sewer Lateral	Residential Plumbing Slab	Residential Plumbing Water Lateral
ENG Residential Lot Inspection		

THIS PERMIT MUST BE DISPLAYED AT THE CONSTRUCTION SITE AND MUST BE PROTECTED FROM THE WEATHER UNTIL JOB IS COMPLETED.

CONTRACTOR/OWNER IS RESPONSIBLE FOR REMOVAL OF ALL CONSTRUCTION DEBRIS.

Only a South Carolina licensed contractor, approved to work on building electrical and/or fuel-gas systems, shall request City inspections for the purpose of energizing and/or charging the building's electrical and/or fuel-gas systems. Furthermore, per the South Carolina Building Code, The City building official has the authority to authorize disconnection of the building's utility service(s) to eliminate immediate hazard to life and/or property or if utility connection was made without The City building official's approval.

SWYGERTS LANDING

1102 TEBALT DRIVE LOT 141

SQUARE FOOTAGE

	ELEVATION 'A'		ELEVATION 'B'		ELEVATION 'C'		ELEVATION 'D'	
	UNHEATED	HEATED	UNHEATED	HEATED	UNHEATED	HEATED	UNHEATED	HEATED
FIRST FLOOR	0	1616	0	1616	0	1616	0	1616
SECOND FLOOR	0	1737	0	1737	0	1751	0	1737
FRONT PORCH	154	0	154	0	154	0	154	0
REAR PORCH	170	0	170	0	170	0	170	0
UPPER PORCH	0	0	0	0	0	0	154	0
TOTAL	324	3353	324	3353	324	3367	478	3353

OPTIONS	UNHEATED	HEATED
DRIVE UNDER GARAGE	1616	0
~~COVERED PATIO 10X12~~	~~120~~	~~0~~
~~SCREEN PORCH 10X12~~	~~270~~	~~0~~
~~SUNROOM 10X12~~	~~0~~	~~270~~
DECK 10X12	120	0

OPTIONS
ELEVATION A
LUXURY MASTER SHOWER
4FT SHOWER W/ SEAT ILO TUB-BATH 2
ROOF OVERHANGS
TRAY CEILING FOYER
TRAY CEILING DINING RM
TRAY CEILING MASTER BEDROOM
SCREEN PORCH ILO STD COV PORCH
FIREPLACE W/M/
SINGLE WINDOW
SINGLE WINDOW
SINGLE WINDOW
SINGLE WINDOW
DECORATIVE WI
FRONT DOOR 30
BALUSTERS 1ST

EASTWOOD
HOMES
2857 WESTPORT ROAD
CHARLOTTE, NC 28208
PHONE (704) 399-4663
FAX (704) 394-0748

City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
Ben Comm 03/22/2021
APPROVAL SUBJECT TO FIELD INSPECTION

5089 COSGROVE - LH

ARCHITECTURAL DRAWINGS

Sheet No.	Sheet Description
0.0	Cover Sheet
1.0	Monolithic Slab Foundation
1.1	Stem Wall Foundation
1.2	Drive Under Foundation
2.1	First Floor Plan
2.2	Second Floor Plan
2.4	10x12 (12x12) Covered Patio (Slab)
2.4.1	10x12 (12x12) Covered Patio (Stem Wall & Drive Under)
2.5	10x12 (12x12) Screen Porch (Slab)
2.5.1	10x12 (12x12) Screen Porch(Stem Wall & Drive Under)
2.6	10x12 (12x12) Sunroom (Slab)
2.6.1	10x12 (12x12) Sunroom (Stem Wall)
2.7	Optional Corner Fireplace
3.A.0	Front Elevation "A" / Partial Floor Plans - Elev. "A" (Slab)
3.A.1	Rear & Side Elevation "A" (Slab)
3.A.2	Roof Plan - Elevation "A"
3.A.3	Front Elevation "A" / Partial Floor Plans - Elev. "A" (Stem)
3.A.4	Rear & Side Elevation "A" (Stem)
3.A.5	Front Elevation "A" / Partial Floor Plans - Elev. "A" (Drive Under)
3.A.6	Rear & Side Elevation "A" (Drive Under)
3.B.0	Front Elevation "B" / Partial Floor Plans - Elev. "B" (Slab)
3.B.1	Rear & Side Elevation "B" (Slab)
3.B.2	Roof Plan - Elevation "B"
3.B.3	Front Elevation "B" / Partial Floor Plans - Elev. "B" (Stem)
3.B.4	Rear & Side Elevation "B" (Stem)
3.B.5	Front Elevation "B" / Partial Floor Plans - Elev. "B" (Drive Under)
3.B.6	Rear & Side Elevation "B" (Drive Under)
3.C.0	Front Elevation "C" / Partial Floor Plans - Elev. "C" (Slab)
3.C.1	Rear & Side Elevation "C" (Slab)
3.C.2	Roof Plan - Elevation "C"
3.C.3	Front Elevation "C" / Partial Floor Plans - Elev. "C" (Stem)
3.C.4	Rear & Side Elevation "C" (Stem)
3.C.5	Front Elevation "C" / Partial Floor Plans - Elev. "C" (Drive Under)
3.C.6	Rear & Side Elevation "C" (Drive Under)
3.D.0	Front Elevation "D" / Partial Floor Plans - Elev. "D" (Slab)
3.D.1	Rear & Side Elevation "D" (Slab)
3.D.2	Roof Plan - Elevation "D"
3.D.3	Front Elevation "D" / Partial Floor Plans - Elev. "D" (Stem)
3.D.4	Rear & Side Elevation "D" (Stem)
3.D.5	Front Elevation "D" / Partial Floor Plans - Elev. "D" (Drive Under)
3.D.6	Rear & Side Elevation "D" (Drive Under)
4.0	Building Section
4.1	Cabinet Layouts
4.2.1	First Floor Trim Layouts
4.2.2	First Floor Trim Details
4.2.3	Second Floor Trim Layouts
5.0	Drive Under Plan Electrical
5.1	First Floor Plan Electrical
5.1.1	Optional Upper Cabinet Lighting Layouts
5.2	Second Floor Plan Electrical

EASTWOOD HOMES
2857 WESTPORT ROAD
CHARLOTTE, NC 28208
PHONE 704-399-4663 FAX 704-394-0748

DATE
DESCRIPTION
REV #

5089 - COSGROVE - LH
Cover Sheet

DRAWN BY
JMD
REVIEWED BY
DATE
3/27/2018
SCALE
1/8" = 1'-0"
SHEET
0.0

ROA 000775

EASTWOOD

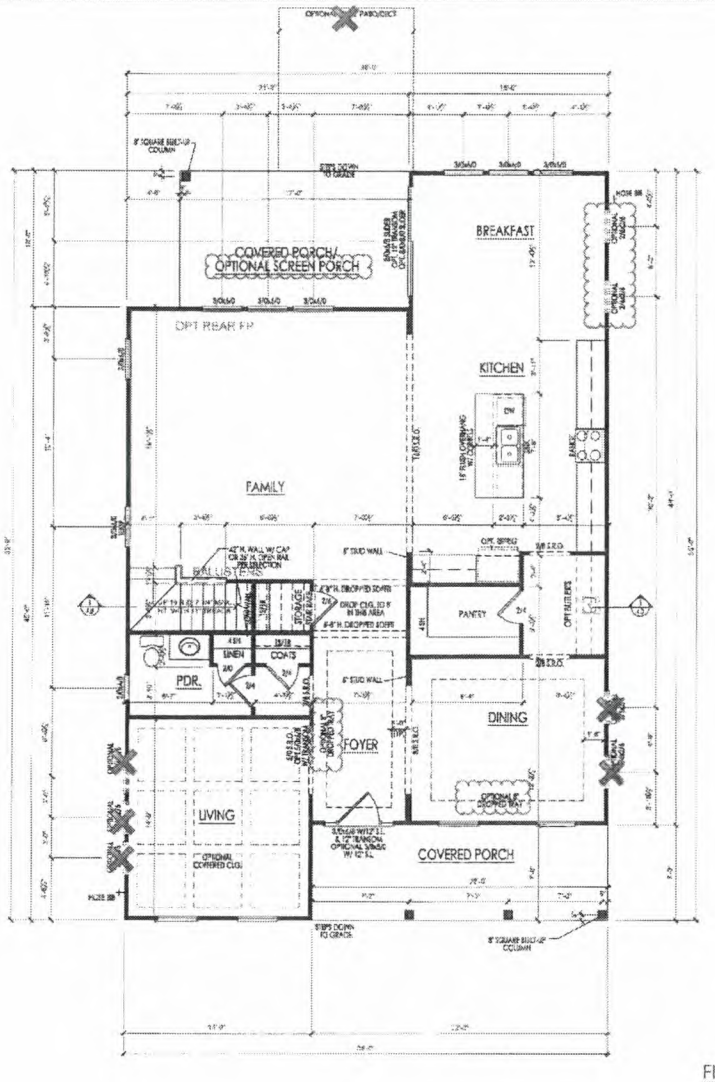
City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
03/22/2021
APPROVAL REQUEST TO FIELD INSPECTION

5089 - COSGROVE - LH

Drive Under Foundation

1.2

DRIVE UNDER FOUNDATION



FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17
REFER TO ELEVATION SHT. FOR WINDOW SIZES AND LOCATIONS

General Floor Plan Notes

1. Contractor to verify all applicable conditions and notify Eastwood Homes of any discrepancies.

10. Typical two story heights 9'-1 1/2" on first floor and second floor, and 8'-1 1/2" on attic G.W.B. All walls are constructed using a double top plate. Tallest of Double Top Plate dictates actual Vertical Studs but shall be at least 24" apart from Joint to other Top Plate layer. Special nailing clips are noted on plans where they occur.

11. Typical ceilings are typically 8'-0" at exterior walls, 9-1/2" at interior. Tall frame shall be used at walls that appear to be bearing for ceiling finishes. Walls greater than 10' high shall be framed with the framing of greater and will be noted as a special condition where it occurs on plan.

12. Dropped ceilings are 12" flat unless noted otherwise on plan where they occur. Only use Structural Headers where required. Non-Structural Headers shall be Double Top Plate W/ Conventional Framing.

13. Typical second floor ceiling heights shall be 7'-8" AFF at Bed Room, and 8'-10" AFF at Second Floor unless noted otherwise.

2. 1/2" thick CDX sheathing on 9' stacks and 4'-0" on 8' posts.

15. Interior Openings up to 3'-4" wide shall have (1) 2x6 jack stud AFF on each side. Openings greater than 3'-4" wide shall have (2) 2x6 jack studs AFF on each side.

16. Fireplaces shall be blocked solidly to top of foundation. Pilot load appliances are noted on plan where they occur.

17. Optional/upgraded plan(s) or options not shown or noted other symbols, ceiling plan elements are the responsibility of the buyer. Two floor plans may be denoted as Style and Options. Unless specifically call-outs included. Kitchens do not include width over wall cabinetry.

3. Exterior walls shall be 2x6 @ 16" O.C. where including new homes, shall be 2 assemblies of 4-2" from center. Except for wall at closets with doors near 1 corner. Sizes of closets shall be centered on door.

4. Bedroom windows shall have at least (1) window in each sleeping area, that meets egress. Shall be provided with tempered glass at bathtub or shower glazing areas. Rear windows shall be provided with obscure glazing.

5. Access opening for clothing or coat storage shall be 30" wide and 6'-8" high. Doors shall be hinged and have a minimum width dimensional as 2'-6". Doors shall be 18" deep, type and be of a maximum of 7'-6", unless noted otherwise.

6. Linen closets shall have a minimum width dimensional as 2'-6". Doors shall be 18" deep, type and be of a maximum of 7'-6", unless noted otherwise.

7. Handrails shall be 36" above the finished nosing of the stairs. Handrails at landings and overboards of multilevel porches shall be 36" above finished floor. Guards (pickets or balusters) shall be spaced with no more than 4" between guards.

8. Attic access shall be provided in all attic areas with a height greater than 30". Minimum clear attic access shall be 22" x 30". Pull down stairs and access doors in knee walls meeting minimum criteria are also acceptable.

9. Typical roof pitches are 4 in twelve but 2-8" (3-8" minimum) are also and shall be 30 above the noted and weather sealed.

18. Typical garage door opening shall be separated from living space and living space by building 1/2" gypsum board on the garage side of the wall.

19. Typical 2 x 4 partitions at wet rooms with sheet to allow for tile.

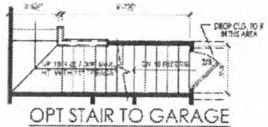
EASTWOOD
11 ICI 24 IC
3501 WESTPORT ROAD
CHARLOTTE, NC 28208
ONLINE.COM (704) 525-2141 FAX

City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
03/22/2021
APPROVAL IS SUBJECT TO FIELD INSPECTION

5089 - COSGROVE - LH
First Floor Plan

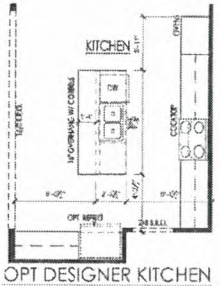
DRAWN BY: JAC
REVISED BY:
DATE: 3/22/2021
SCALE: 1/4" = 1'-0"
SHEET: 2.1

ROA 000777



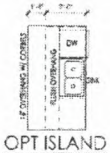
OPT STAIR TO GARAGE

SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17



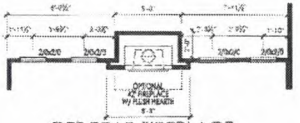
OPT DESIGNER KITCHEN

SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17



OPT ISLAND

SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17



OPT REAR FIREPLACE

SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17

General Floor Plan Notes

5. Spacing/framing typically 24" on center unless noted otherwise.

10. Walls are typically 9'-1 1/8" at first floor and second floor, and 8'-1 1/8" at attic WALLS. All walls are constructed using a double top plate. Splices of the top Plate do not need to occur at Vertical Studs but must be at least 24" apart from any splice in other Top Plate layer. Special wall heights are noted on plans where they occur.

12. Walls typically 4" on exterior walls, 3-1/2" at Interior. Bay Items shall be clear of walls that become by plumbing fixtures. Walls greater than 18" high shall be framed with 2x4 framing as greater and will be framed as noted or detailed conditions where it occurs on plan.

19. Dimensions noted are to the face of studs unless noted otherwise on plan where they occur. Entrance Shutters and Hoods where required. Non-Attached Fireplace Hearth shall be Cantilever Slab Type W/ Conventional Frame.

21. Top of subfloor at garage shall be 7'-8" AFF at Mid Floor, and 8'-1/2" AFF at Second Floor unless noted otherwise.

5. MBU and CO are 60" AFF on 9" plate and 9'-1/2" on 8' plate.

26. Interior Openings up to 2'-4" wide shall have (1) 2x4 jack stud 3/8" on each side. Openings greater than 3'-4" wide shall have (2) 2x4 jack studs 3/8" on each side.

40. Supporting beams shall be attached solidly to top of foundation. Point load supports are noted on plans where they occur.

43. Optional: Should it be determined by the prescribed subsequent significant cutting into elements like the floor joists and are denoted as single dashed lines. Unless specifically called out as detailed. Others do not have the same overall continuity.

12. Radius @ 90 Splay Wall: Where occurring new corner, shall be a minimum of 6'-1/2" face corner. Except for walls closets with doors not a corner, doors at closets shall be centered on corner.

32. Egress: Shall have at least (1) window in each sleeping room, that meets egress. Shall be provided with tempered glass at hazardous glazing areas. Note: Windows shall be installed with closure glazing.

33. Temperature: Clothing closet storage shall be equipped with 1 rod/shelf, open wire. Closets for linen shall have 5 open wire shelves. Closets for pantries shall have 5 wood shelves, painted.

35. Stairs: Typical home is maximum width of handrail as 8'-6", treads shall be 10" long, risers shall be a maximum of 7-3/4", unless noted otherwise.

36. Guardrails: Guardrailing at open sides of stairs shall be 34" above the finished slope of the stair. Handrails or railings and overhangs of multilevel spaces shall be 36" above finished floor. Guards, faceted or latticed that are openings with no more than 4" between guards.

39. Attic Access: Shall be provided for all attic spaces with a height greater than 30". Minimum clear attic access shall be 22" x 30". Pull-down stairs, or access doors in lower roofs serving enclosed conditioned spaces.

40. Garage Separation: Shall be provided by 5/8" Type X gypsum board applied to the garage side of the wall.

41. Ceiling: Shall be a minimum, shall be separated from living space and living space attic by installing 1/2" gypsum board on the garage side of the wall.

43. Glazing: 1-1/4" windows in wall systems with stops to allow for this.

ROA 000778

EASTWOOD

City Of Charleston Inspections
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03/22/2021
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REV. #	DATE

5089 - COSGROVE - LH

First Floor Plan Options

DRAWN BY: JAC
REVIEWED BY:
DATE: 3/22/2018
SCALE: 1/8" = 1'-0"
SHEET: 2.1.1

EASTWOOD

City Of Charleston Inspections
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03/22/2021
APPROVAL SUBJECT TO FIELD INSPECTION

5089 - COSGROVE - LH

Second Floor Plan

SHEET 2.2

SECOND FLOOR PLAN

SEE OPT LUXURY MASTER SHOWER DETAIL

BEDROOM 2
BEDROOM 3
LOFT
BEDROOM 4
MASTER SUITE
MASTER BATH
BATH 2
W.I.C.
LINEN
LAUNDRY
UTIL

EASTWOOD

2857 WESTINPORT ROAD
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(704) 335-4455 (704) 342-0743 FAX

CITY OF CHARLESTON INSPECTIONS
REVIEWED FOR CODE COMPLIANCE
03/22/2021
APPROVAL SUBJECT TO FIELD INSPECTION

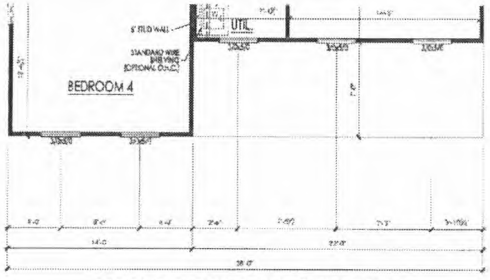
5089 - COSGROVE - LH

Second Floor Plan Options

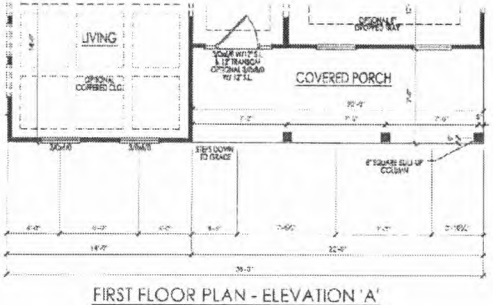
2.2.1

EASTWOOD
3A.2
5089 - COSGROVE - LH
Roof Plan 'A'
City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
03/22/2021
APPROVAL SUBJECT TO FIELD INSPECTION
ROOF PLAN ELEVATION "A"
ATTIC VENT SCHEDULE
ELEVATION 'A'

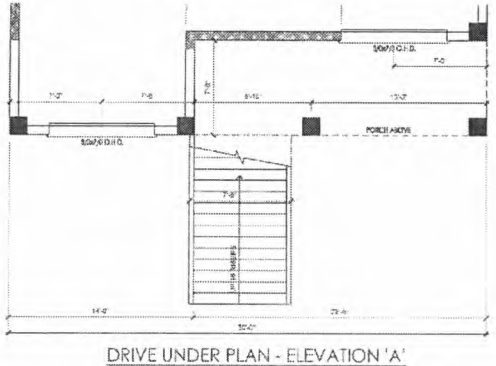
ROA 000781



SECOND FLOOR PLAN - ELEVATION 'A'
SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17



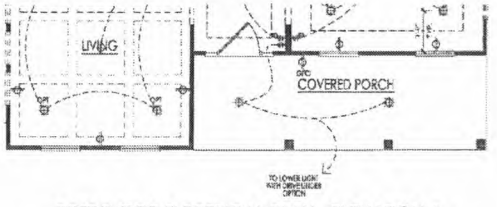
FIRST FLOOR PLAN - ELEVATION 'A'
SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17



DRIVE UNDER PLAN - ELEVATION 'A'
SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17



FRONT ELEVATION PLAN "A" DRIVE UNDER
SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17



FIRST FLOOR ELECTRICAL PLAN - ELEVATION A
SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17

EASTWOOD

City Of Charleston Inspections
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03/22/2021

5089 - COSGROVE - LH

Elevation Front 'A' - Drive Under

DRAWN BY: JAC
REVISED BY:
DATE: 3/22/2021
SCALE: 1/4" = 1'-0"
SHEET: 3.A.5

ROA 000782

EASTWOOD
5089 - COSGROVE - LH
Building Section
4.0
City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
03/22/2021
INSULATION PER CODE
BEDROOM 3
OPNG. TO KITCHEN
PANTRY
DROPPED CLG.
8'-1½"
FAMILY ROOM BEYOND
STORAGE
11"
7" MAX
12" CL. OVERHALL W/ CAP
FAMILY ROOM BEYOND
2ND FLR PLATE
2ND FLR F.F.
1ST FLR PLATE
1ST FLR F.F.
8'-1½"
1'-4½"
9'-1½"
BUILDING SECTION
SCALE: 3/8" = 1'-0" ON 22x34
3/16" = 1'-0" ON 11x17

ELECTRICAL SYMBOL KEY

LIGHT FIXTURES	OUTLETS	MISC FIXTURES
CEILING SURFACE MOUNT LIGHT	DUPLEX OUTLET	EXHAUST FAN
RECESSED CAN LIGHT	GFI OUTLET	JUNCTION BOX
RECESSED CAN LIGHT WATERPROOF	WATERPROOF GFI OUTLET	JUNCTION BOX 220V
RECESSED CAN - EYEBALL	SWITCHED 1/2 HOT DUPLEX OUTLET	CARBON MONOXIDE DETECTOR OR SMOKE DETECTOR
PENDANT LIGHTING	220V OUTLET	CARBON MONOXIDE DETECTOR AND SMOKE DETECTOR
WALL SCONCE	TELEPHONE OUTLET	ELECTRIC METER
WALL MOUNT LIGHT	CATV (TELEVISION) OUTLET	ELECTRICAL PANEL
FLOOD LIGHT	UNDER-COUNTER OR CONCEALED OUTLETS	DOOR BELL CHIME
SWITCHES	CEILING MOUNTED DUP. OUTLET	DOOR BELL PUSH BUTTON
SINGLE POLE SWITCH	FLOOR MOUNTED DUP. OUTLET	CEILING FAN PREWIRE
THREE-WAY SWITCH		
FOUR-WAY SWITCH		
ELECTRICAL DISCONNECT	FLUORESCENT LIGHT	

General Power and Lighting Notes:

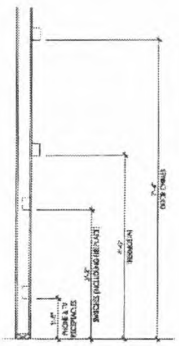
1. [illegible]

All work shall be installed per the 2018 NC Residential Building Code, and the National Electric Code. Alarm devices shall meet NFPA 72.

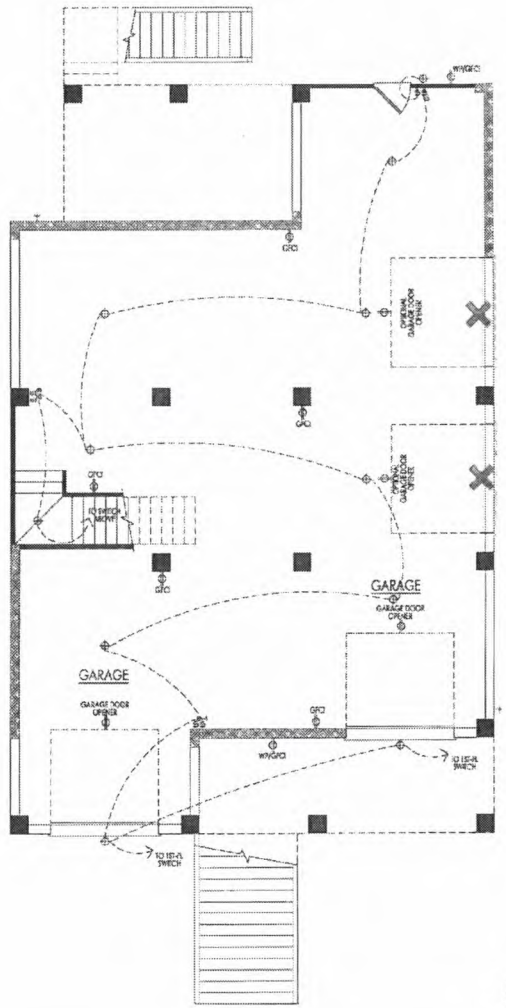
1. Smoke detectors - Shall be provided as a minimum of (3) per floor, including basement (if applicable), (1) in each sleep room, and (1) outside each sleeping area, within the immediate vicinity of bedroom(s). When more than one alarm is required, the alarm devices shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms. Smoke alarms shall be hard-wired to permanent power and shall have battle backup.

2. [illegible] Recessed lighting, fans, and shall be installed at heights illustrated on this page and shall be located a minimum of 1 1/2" from door openings to allow for the proper installation of door casings. Switches, thermostats, security pads, and other similar devices shall be grouped together and installed thoughtfully for convenience of use and should permanent within centres of rest rooms.

Note:
This plan is a diagram showing approximate locations of convenience outlets based on requirements found in the NC Residential Code and NEC. Actual positions may vary from what is shown on plan



ELECTRICAL BOX HEIGHTS



DRIVE UNDER ELECTRICAL PLAN
SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17

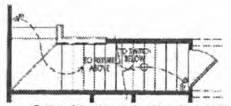
EASTWOOD
[illegible]
[illegible]
[illegible]

City Of Charleston Inspections
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03/22/2021
APPROVAL SUBJECT TO FIELD INSPECTION

5089 - COSGROVE - LH
Drive Under Electrical

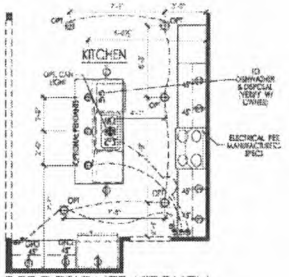
DRAWN BY: JAD
REVISED BY:
DATE: 3/22/2021
SCALE: 1/4" = 1'-0"
SHEET: 5.0

ROA 000784



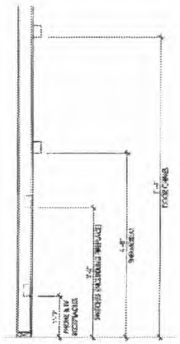
OPT STAIR TO GARAGE

SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17



OPT DESIGNER KITCHEN

SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17



ELECTRICAL BOX HEIGHTS



OPT REAR FIREPLACE

SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17

ELECTRICAL SYMBOL KEY

LIGHT FIXTURES		OUTLETS		MISC FIXTURES	
	CEILING SURFACE MOUNT LIGHT		DUPLEX OUTLET		EXHAUST FAN
	RECESSED CAN LIGHT		GFI OUTLET		JUNCTION BOX
	RECESSED CAN LIGHT WATERPROOF		WATERPROOF GFI OUTLET	220V	JUNCTION BOX 220V
	RECESSED CAN - EYEBALL		SWITCHED 1/2 HOT DUPLEX OUTLET		CARBON MONOXIDE DETECTOR OR SMOKE DETECTOR
	PENDANT LIGHTING	220V	220V OUTLET		
	WALL SCONCE		TELEPHONE OUTLET		CARBON MONOXIDE DETECTOR AND SMOKE DETECTOR
	WALL MOUNT LIGHT		CATV (TELEVISION) OUTLET		
	FLOOD LIGHT		UNDER-COUNTER OR CONCEALED OUTLETS		ELECTRIC METER
SWITCHES			CEILING MOUNTED DUP. OUTLET		ELECTRICAL PANEL
S	SINGLE POLE SWITCH		FLOOR MOUNTED DUP. OUTLET		DOOR BELL CHIME
$_3$	THREE-WAY SWITCH				DOOR BELL PUSH BUTTON
$_4$	FOUR-WAY SWITCH		FLUORESCENT LIGHT		CEILING FAN PREWIRE
	ELECTRICAL DISCONNECT				

General Power and Lighting Notes:

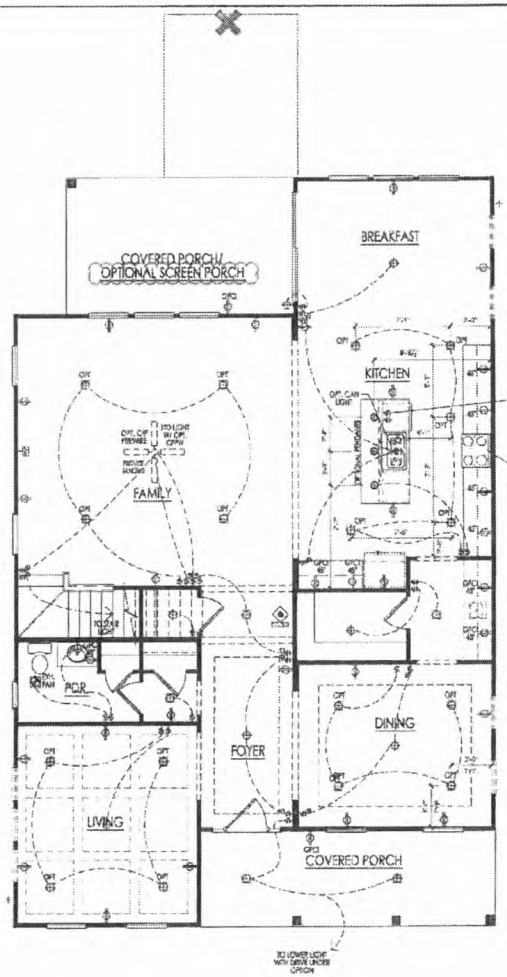
1 operating room is NEC 517.19 (A) (1) and (2) and NFPA 99 5.1.3.2.3.1 (1) and (2).

All work shall be carried out per the 2012 NC Residential Building Code, and the National Electric Code. Alarm devices shall meet NFPA 72.

1. Lighting outlets shall be provided such that no point of [illegible] measured at floor level is more than 6 feet (1829 mm) in each direction from a lighting outlet in each dwelling unit, with the exception of dwelling units where more than one outlet is provided, the above definition shall be interpreted such that no more than two outlets of one room will activate all of the rooms. Smoke alarms shall be hard wired to commercial power and shall have battery backup.

2. Switching - For lighting, fans, etc. shall be installed at height, as shown on the plans and shall be controlled a single-pole, 4 WAY three-way, or four-way switch to allow for the proper installation of door swings. Switches thermostats, security pads, and other similar devices shall be grouped together and installed thoughtfully for convenience of use and to avoid placement within corners of wall areas.

Note:
This plan is a diagram showing approximate locations of convenience outlets based on requirements found in the NC Residential Code and NEC. Actual locations may vary from what is shown on plan.



FIRST FLOOR ELECTRICAL PLAN

SCALE: 1/4" = 1'-0" ON 22X34
1/8" = 1'-0" ON 11X17

EASTWOOD
HOMES
3524 PRESTWICK ROAD
CHARLOTTE, NC 28226
(704) 839-4482 (704) 366-0168 FAX

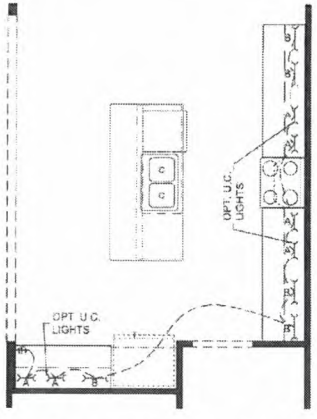
City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
03/22/2021
Barton
APPROVAL SUBJECT TO FIELD INSPECTION

5089 - COSGROVE - LH

First Floor Electrical

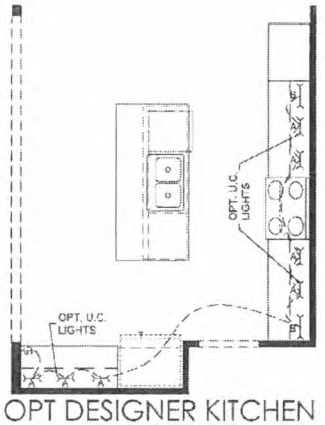
DRAWN BY: JBC
REVISED BY:
DATE: 9/7/2015
SCALE: 1/4" = 1'-0"
SHEET: 5.1

ROA 000785



STANDARD KITCHEN

SCALE: 3/8" = 1'-0" ON 22x34
3/16"= 1'-0" ON 11x17



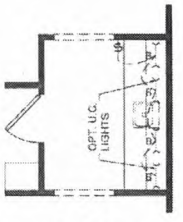
OPT DESIGNER KITCHEN

SCALE: 3/8" = 1'-0" ON 22x34
3/16"= 1'-0" ON 11x17

LEGEND:

A = 8"/9" LIGHT

B = 12"/16" LIGHT



OPT. BUTLER'S PANTRY

SCALE: 3/8" = 1'-0" ON 22x34
3/16"= 1'-0" ON 11x17

ELECTRICAL SYMBOL KEY

LIGHT FIXTURES		OUTLETS		MISC FIXTURES	
	CEILING SURFACE MOUNT LIGHT		DUPLEX OUTLET		EXHAUST FAN
	RECESSED CAN LIGHT		GFI OUTLET		JUNCTION BOX
	RECESSED CAN LIGHT WATERPROOF		WATERPROOF GFI OUTLET	220V	JUNCTION BOX 220V
	RECESSED CAN - EYEBALL		SWITCHED 1/2 HOT DUPLEX OUTLET	CO	CARBON MONOXIDE DETECTOR OR SMOKE DETECTOR
	PENDANT LIGHTING	220V	220V OUTLET	CO/SD	CARBON MONOXIDE DETECTOR AND SMOKE DETECTOR
	WALL SCONCE		TELEPHONE OUTLET		ELECTRIC METER
	WALL MOUNT LIGHT		CATV (TELEVISION) OUTLET		ELECTRICAL PANEL
	FLOOD LIGHT		UNDER-COUNTER OR CONCEALED OUTLETS		DOOR BELL CHIME
SWITCHES			CEILING MOUNTED DUP. OUTLET		DOOR BELL PUSH BUTTON
	SINGLE POLE SWITCH	FLOOR	FLOOR MOUNTED DUP. OUTLET		CEILING FAN PREWIRE
	THREE-WAY SWITCH				
	FOUR-WAY SWITCH				
	ELECTRICAL DISCONNECT		FLUORESCENT LIGHT		

General Power and Lighting Notes:

Lighting and Electrical Equipment Requirements

All work shall be installed per the 2012 NC Residential Building Code, and the National Electric Code. All smoke alarms shall meet NFPA 72.

1. Smoke alarms: Shall be provided in each bedroom (B) one hour fire rated approved (F) appliances, (C) in hallways serving bedrooms, and (D) outside each sleeping area, within the immediate vicinity of sleeping rooms. When more than one alarm is required, the alarm devices shall be interconnected in such a manner that the activation of one alarm will activate all of the alarms. Smoke alarms shall be hard-wired to permanent power and shall have battery backup.

2. Switches: For lighting, fans, etc. shall be installed at heights illustrated on this page and shall be mounted a minimum of 4 1/2" from door openings to allow for the proper installation of door casings. Switches, thermostats, security pads, and other similar devices shall be grouped together and installed throughout for convenience of use and to avoid placement behind corners of wall doors.

Note:
It is plans & designers checking approximate locations of convenience outlets based on requirements found in the NC Residential Code and N.E.C. Actual conditions may vary from what is shown on plan.

EASTWOOD
11 YEARS
3057 WESTPORT ROAD
CHARLOTTE, NC 28208
(704) 559-4438 (704) 394-5168 FAX

City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
03/22/2021
APPROVAL SUBJECT TO FIELD INSPECTION

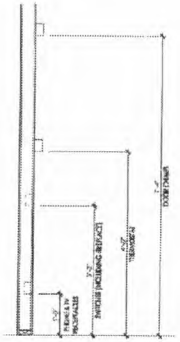
DATE
REV #

5089 - COSGROVE - LH

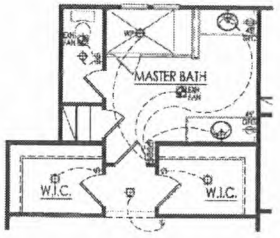
Opt. Under Cabinet Lighting Plan

DRAWN BY
JMD
REVISED BY
DATE
SCALE
1/8" = 1'-0"
SHEET
5.1.1

ROA 000786



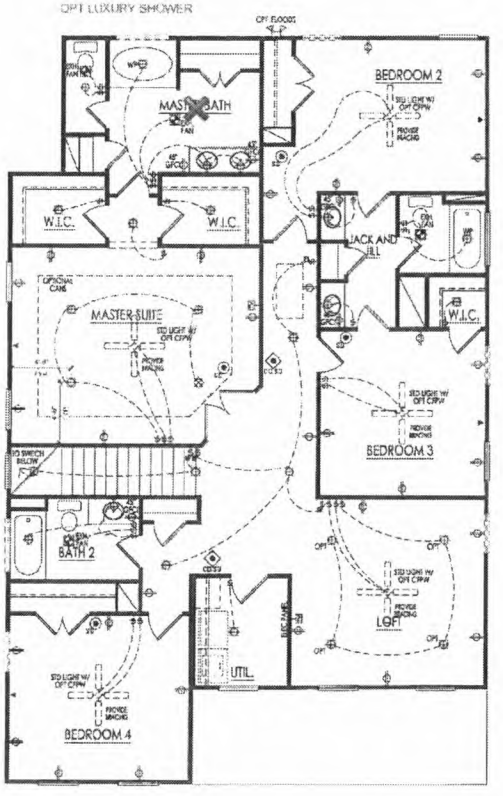
ELECTRICAL BOX HEIGHTS



OPT LUXURY SHOWER

SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17

OPT LUXURY SHOWER



SECOND FLOOR ELECTRICAL PLAN

SCALE: 1/4" = 1'-0" ON 22x34
1/8" = 1'-0" ON 11x17

ELECTRICAL SYMBOL KEY

LIGHT FIXTURES		OUTLETS		MISC FIXTURES	
	CEILING SURFACE MOUNT LIGHT		DUPLEX OUTLET		EXHAUST FAN
	RECESSED CAN LIGHT	WP	WP. OUTLET		JUNCTION BOX
WP	RECESSED CAN LIGHT WATERPROOF	WP	WATERPROOF WP. OUTLET	220V	JUNCTION BOX 220V
	RECESSED CAN - EYEBALL		SWITCHED 1/2 HOT DUPLEX OUTLET	CO DET	CARBON MONOXIDE DETECTOR OR SMOKE DETECTOR
	PENDANT LIGHTING	220V	220V OUTLET		
	WALL SCONCE		TELEPHONE OUTLET	CO/SMOKE DET	CARBON MONOXIDE DETECTION AND SMOKE DETECTOR
	WALL MOUNT LIGHT		CATV (TELEVISION) OUTLET		ELECTRIC METER
	FLOOD LIGHT		UNDER-COUNTER OR CONCEALED OUTLETS		ELECTRICAL PANEL
SWITCHES			CEILING MOUNTED DUP. OUTLET		DOOR BELL CHIME
S	SINGLE POLE SWITCH	FLOOR	FLOOR MOUNTED DUP. OUTLET		DOOR BELL PUSH BUTTON
S^3	THREE-WAY SWITCH				CEILING FAN PREWIRE
S^4	FOUR-WAY SWITCH				
DISC	ELECTRICAL DISCONNECT	CFL	FLUORESCENT LIGHT	CF/W/LT/LP	

General Power and Lighting Notes:

All work shall be installed per the 2018 NC Residential Building Code, and the National Electric Code, 2020 edition (NFPA 70).

1. Receptacle outlets shall be provided and minimum of (1) per room including basements (if applicable), (1) in each closet room, and (1) outside each sleeping area, within the immediate vicinity of sleeping rooms. When more than one (1) is installed, the ohmic devices shall be interconnected in such a manner that the definition of one (1) receptacle outlet is met for all the above. Smoke rooms shall be hard-wired to permanent power and shall have battery backups.

2. Wall switch-controlled lighting outlets shall be provided in every habitable room, kitchen, bathroom, hallway, stairway, attached garage, and detached garage with electric power. At least one (1) wall switch-controlled lighting outlet shall be installed in every habitable room, kitchen, bathroom, hallway, stairway, attached garage, and detached garage with electric power. Lighting fixtures, lamps, etc. shall be installed at heights illustrated on the plans and shall be located a minimum of 4 1/2" from ceiling openings to allow for the proper installation of ceiling coverings. Switches, thermostats, and utility pipes, and chimneys shall be grouped together and installed through utility core consistence of use and to avoid plasterers' patch cords of wall cores.

Note:
This plan is a diagram showing approximate location of convenience outlets based on requirements found in the NC Residential Code and N.E.C. Actual positions may vary from what is shown on plan.

City Of Charleston Inspections
REVIEWED FOR CODE COMPLIANCE
03/22/2021
APPROVAL REQUIRED FOR FIELD INSPECTION

EASTWOOD

5089 - COSGROVE - LH

Second Floor Electrical

DRAWN BY: JAD

REVISED BY:

DATE: 02/02/21

SCALE: 1/4" = 1'-0"

SHEET: 5.2

ROA 000787

EASTWOOD HOMES

PROJECT: 1102 TEBALT DRIVE LOT 141 — 5089 COSGROVE

ABBREVIATION LEGEND

T/	– TOP OR TOP OF
FND	– FOOTING
SF	– STEP FOOTING (SLOPE/SW)
CONC	– CONCRETE
WWM	– WELDED WIRE MESH
CMU	– CONCRETE MASONRY UNIT (CONCRETE BLOCK)
MCJ	– MASONRY / CONCRETE WALL CONTROL JOINT
STL	– STRUCTURAL STEEL OR STEEL
O.C.	– ON CENTER (SPACING)
PSI	– POUNDS PER SQUARE INCH (STRENGTH)
TYP	– TYPICAL
R	– RADIUS OR "R"
CLR	– CLEAR
SQ	– SQUARE
DEG	– DEGREE OR DEGREES
EW	– EACH WAY
UNO	– UNLESS NOTED OTHERWISE
TD	– BREATED, PRESSURE TREATED PER AWPA STDS. CHOOSE CONTACT WITHIN 1000 YDS FOR WATER, MARINE EXPOSURE
CONT	– CONTINUOUS
W/	– WITH
W/OUT	– WITH OUT
A. B.O.T.	– ANCHOR BOLTS TOP BOLT
@	– READ AS "AT"
#	– PLATE
REINF	– REINFORCING
SHTHG	– SHEATHING, GENERALLY PLYWOOD
DIA	– DIAMETER

GEOTECHNICAL REPORTS: IF A SPECIFIC REPORT IS NOT ADDRESSED HEREIN THE PLANS HAVE BEEN DESIGNED BASED ON ASSUMPTIONS. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO RETAIN A QUALIFIED GEOTECHNICAL ENGINEER WHO SHALL PERFORM INVESTIGATIONS TO INSURE THAT THE SOIL CONDITIONS ARE AT LEAST THAT WHICH ARE REQUIRED HEREIN.

ANY AND ALL FILL SHALL BE ENGINEERED FILL AND PLACED IN STRICT ADHERENCE WITH THE PROJECT GEOTECHNICAL ENGINEERS RECOMMENDATIONS. FILL CAN AND WILL INDUCE SETTLEMENTS. PLACING FILL WITHOUT THE DIRECTION OF A GEOTECHNICAL ENGINEER IS PROHIBITED. FILL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8 INCHES, LOOSE MEASURE. EACH LIFT SHALL BE COMPACTED TO WITHIN 95% OF THE MODIFIED PROCTOR MAXIMUM DRY DENSITY PRIOR TO PROCEEDING WITH THE NEXT LIFT.

ALL SLABS ON GRADE, UNLESS NOTED OR REQUIRED OTHERWISE BY THE PROJECT GEOTECHNICAL ENGINEER, SHALL BE PLACED ON COMPACTED FILL OR SUBGRADE. ALL SLABS SHALL BE PLACED OVER A VAPOR BARRIER (VB). VB SHALL BE INSTALLED IN A SMOOTH CONTINUAL LAP EVEN NOT LESS THAN 12 INCHES. REPAIR ANY AND ALL PUNCTURES PRIOR TO CONC. PLACEMENT.

THE GENERAL CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED SURVEYOR WHO SHALL VERIFY ALL SITE AND BUILDING ELEVATIONS. THE GENERAL CONTRACTOR SHALL INSURE THAT THE LOWEST HORIZONTAL STRUCTURAL MEMBER IS ABOVE ANY AND ALL FEDERAL, STATE AND LOCAL REQUIREMENTS FOR CLEARANCE AND FLOOD ZONE RELATED ISSUES.

SEE ANCHEL DRAWINGS FOR ISSUES RELATED TO HYDROSTATIC MEMBERS, OPEN TOPS AND LOCATIONS. WHERE NOT TO SCALE IN ARCH. DRWGS ALLOW FOR THE MOST STRINGENT AND COSTLY APPROACH IN BASE BID AND AWAIT FURTHER DIRECTION FROM ARCHITECT.

FOR STRUCTURES LOCATED WITHIN A "V" FLOOD ZONE, ALL PERIMETER WALLS SHALL BE OF BREAKAWAY CONSTRUCTION, UNLESS THEY ARE SPECIFICALLY NOTED AS SHEAR WALLS HEREIN.

SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWING TRADES UNLESS SPECIFICALLY NOTED OTHERWISE: REINFORCING STEEL, STRUCTURAL STEEL, LAMINATED LUMBER AND TRUSSES. ALL SHOP DRAWINGS SHALL BE REVIEWED AND ALL OUTSTANDING ISSUES RELATED TO COORDINATION AND DIMENSIONS RESOLVED PRIOR TO SUBMITTING TO THE ENGINEER FOR REVIEW. THE GENERAL CONTRACTOR SHALL STAMP ALL SHOP DRAWINGS "APPROVED" PRIOR TO SUBMITTING TO THE ENGINEER FOR REVIEW.

CONTRACTOR SHALL SUBMIT TO ENGINEER A SITE PLAN AND A LOCATION PLAN CLEARLY NOTING WHERE THE SITE IS GEOGRAPHICALLY LOCATED WITH RESPECT TO MEAN LOW WATER AND DIVIDE OPEN AREAS OR FEATURES THAT MAY IMPACT THE SITE EXPOSURE. ALONG WITH THE ABOVE, SUBMIT DP RATING OF SPECIFIC WINDOWS PROPOSED FOR THE PROJECT FOR REVIEW BY ENGINEER.

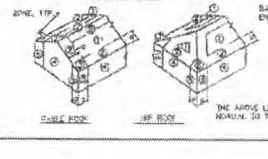
COPIES OF ALL WINDOW AND DOOR DP RATING LABELS SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

SEE THE ARCHITECTURAL DRAWINGS FOR ANY AND ALL DIMENSIONS AND CONDITIONS NOT NOTED HEREIN. WHERE DIMENSIONAL DIFFERENCES ARE FOUND THE ARCHITECTURAL DRAWINGS SHALL GOVERN. THE CONTRACTOR SHALL COORDINATE ALL TOP OF SEAL, TOP OF CMU AND TOP OF STEEL ELEVATIONS WITH THE ARCHITECTURAL DRAWINGS.

THE GENERAL CONTRACTOR SHALL MAKE NO SUBSTITUTIONS FROM THOSE ITEMS SPECIFIED HEREIN WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE ARCHITECT OR ENGINEER.

WIND LOADING DATA / NOTES

FOR THE BUILDER/OWNERS USE IN SELECTING AND ATTACHING COMPONENT AND CLADDING RELATED ITEMS, THE FOLLOWING WIND LOADING PRESSURES ARE PROVIDED. NOTIFY ENGINEER OF ANY CONDITION OR MATERIAL THAT ARE NOT CLEARLY ADDRESSED HEREIN.



BASIC WIND SPEED – 140 MPH
END ZONE WIDTH (a) – = FT.

ZONE 1 – 60 PSF
ZONE 2 – 65 PSF
ZONE 3 – 75 PSF
ZONE 4 – 80 PSF
ZONE 5 – 90 PSF

THE ABOVE LOAD SHOULD BE APPLIED OUTWARD NORMAL TO THE FACE OF PARAPET OR ROOF.

GENERAL NOTES

1. Structural drawings shall be used in conjunction with architectural and mechanical drawings and drawings relating to other trades. Contractor shall be responsible for checking and coordinating dimensions, elevations, etc. with the work of other trades. In case of direct conflict between the more stringent requirement shall govern.
2. In cases of conflict between the contract documents and applicable codes, the more restrictive shall govern.
3. Work not indicated on a part of the drawings but reasonably implies to be similar to that shown of corresponding portions shall be provided.
4. Review of project documents prior to fabrication and start of construction. Report any discrepancies to the project Architect prior to proceeding with work.
5. It is the contractor's responsibility to protect existing facilities, structures and utility lines from all damage during construction.
6. Coordinate structural and other drawings that are part of the contract documents for anchored, embedded or supported items which may affect the structural drawings.
7. All details and sections on the drawings are intended to be typical and shall be construed to apply to any similar situation elsewhere in the project except where a separate detail is shown.
8. Use of contract drawings reproduced in whole or any part in shop drawing shall not relieve the contractor nor subcontractors from their responsibility to accurately layout, coordinate, detail, fabricate and install a complete structure.
9. Review of shop drawings for conformance with the contract documents and for completeness and answer all contractor related questions. Stamp and initial all sheets as Approved prior to submitting shop drawings to Architect for review.

FOUNDATION NOTES

1. Backfill and fill material shall be placed in thin successive layers, 8" loose measurement, and each layer shall be compacted to at least 95% of maximum laboratory density.
2. Backfill material shall consist of sand clay and be screened and approved by the project geotechnical engineer.
3. Soil to be stripped, compacted and tested in accordance with the recommendations of the soils engineer.
4. Center of footings under their respective columns or walls unless otherwise shown on plans. Maximum misplacement or eccentricity = 2".
5. Horizontal joints in footings will not be permitted.
6. Where vertical construction joints occur in continuous footings, provide a minimum continuous 2" x 4" formed recess joint for each 12" of depth.
7. Verify, reflect if soil conditions are uncovered that present risk required soil bearing pressure from being obtained.
8. Coordinate plumbing and foundation excavations to minimize interference. Where plumbing interferes with footing, step footing lines as directed by engineer.
9. Encroaching under or near in-place footings/foundations which obstruct the construction will be permitted.
10. Reinforcing shall be supported on pre-cast concrete pads or metal chairs.

CONCRETE NOTES

1. Typical 28 day concrete compressive strength (f'c).

LOCATION:	f'c (psi)
Slab On Grade	3000
Footings	3000

NOTE: All concrete shall be normal weight unless noted otherwise.
2. Reinforcing steel: ASTM A 615, grade 60. Minimum lap shall be 40 bar diameters or 24 inches, U.N.O.
3. Welded wire fabric: ASTM A 185 or ASTM A 497. Lap at edges 1-0" mesh minimum.
4. Concrete cover: Footings 3", slabs 1 1/2" (U.N.O.).
5. All footings shall rest either on undisturbed soil or a minimally specified vibratory pad or compacted fill used to densify any soils in the bottom of the footing trenches loosened during the excavation operations.
6. Contractor is responsible for temporarily protecting all excavation slopes.
7. No backfilling against foundation walls shall be done until concrete has attained 75% of its 28 day strength. Provide temporary bracing for walls supporting more than 4'-0" of earth pressure. Do not backfill or remove until slabs or grade or floor framing supporting the wall have been placed and set.
8. All continuous horizontal reinforcing and vertical wall reinforcing shall be lapped according to lap splice and embedment requirements per ACI 318 latest edition.
9. Reinforcement shall be securely held in place while placing concrete. If required additional bars and stirrups shall be provided by the contractor to furnish support for bars.
10. For waterproofing details and locations, see architectural drawings.
11. Dowels shall match wall reinforcing.
12. Contractor shall make no deviations from design drawings without written approval of the Project Architect.
13. Structural concrete shall conform to ACI 301 and have the following strengths and appropriate requirements

Location:	Strength	Type:	Aggregate
Footings	3000 psi		ASTM 615
Slabs	4"	1"	ASTM 577

All course granite shall be crushed granite.

23. All reinforcing steel shall be detailed, fabricated and installed in accordance with ACI 318 and ACI detailing manual, ACI-315 latest edition.
24. Not used.

22. Shop drawings for placement shall be submitted for review prior to rebar fabrication unless approved otherwise by project Architect.
23. No reinforcing bars shall be cut to accommodate the installation of anchors, sleeves or other items.
24. Use the structural drawings for wall and column dimensions and obtain the required shop drawings for placement of reinforcing.
25. All openings in grade or concrete walls, beams and strip footings, provide corner bars of same size and quantity (U.N.O.), as horizontal steel, flaker to typical detail.
26. Place concrete per ACI 304. Use internal mechanical vibration for all concrete. Limit maximum free fall drop at pourstrip to 8'-0" for #67 aggregate and 5'-0" for #8 aggregate. All precautions should be taken to avoid segregation of concrete during placement.
27. Saw cut all slabs not less than 1/4 slab depth. Cut shall be made as soon as possible without damaging the course aggregate, same day as placement. ACI 302

MASONRY NOTES

1. Masonry construction shall conform to ACI "Building Code Requirements for Masonry Structures" (ACI/ASCE 530) and "Specifications for Masonry Structures" (ACI/ASCE 5201) except as amended herein.
2. Obtain copy of masonry code and specifications for reference at the job site.

4. Use type "S" mortar with minimum compressive strength of 1800 psi.
5. Masonry units shall conform to ASTM C90 with a minimum compressive strength of 1900 psi on net section, to provide net area compressive strength of masonry (f'm) of 1500 psi.
6. Provide fillers as shown in plans. In addition, provide filler units adjacent to all openings, at corners and at connections.
7. Provide full mortar bedding around all filled cells with vertical reinforcing.
8. Reinforcing for filled cells shall conform to ASTM A615, Grade 60. Provide the following lap splices for reinforcing: #4 Bars 30" #8 Bars 30"
9. Reinforce wall with ladder type reinforcement in bed joints at 16" o.c. maximum vertically. Lap splice all horizontal wall reinforcing 24". Provide prefabricated "box" or corner sections at all intersecting walls.
10. Refer to typical wall sections for non-fillable construction height of masonry walls. Provide shelf-rest mesh at base of wall and when the concrete pour exceeds 5 feet in height.
11. Concrete for filled cells shall be vibrated during placement using a "pencil" type vibrator.
12. The masonry walls are not designed to withstand temporary construction loads. It is the contractor's responsibility at all times to maintain wall stability during the construction phase of this project.

14. The use of solid load bearing masonry units is prohibited on this project.
15. Masonry wall construction requires expansion/contraction joints. Locate these joints as directed by the project architect not more than 40 feet on center. Avoid locations near windows and doors or other geometry that would lead to the formation of separation cracks.
16. All lintels over masonry openings shall be Cast-Cole Lintels. Cast-Crete lintels are available from General Materials, Inc.
17. Provide satisfactory rated brick ties for all brick veneer in accordance with manf's install instructions.

STRUCTURAL STEEL NOTES

1. Structural Steel materials shall conform to the following ASTM specification (U.N.O.):

Ancillary pieces, misc. steel	ASTM A36 (Fy=36 ksi)
Tubes	ASTM A500, Grade B
Anchor Rods	ASTM A449

2. Provide temporary bracing or guys to prevent lateral support until permanent lateral bracing is installed.
3. The contractor shall coordinate the bottom of beam plate elevation with the top of concrete and masonry elevation. In case of conflict, the contractor shall make allowance in his bid for the more stringent requirement.
4. All steel details and connections shall be in accordance with the requirements of the AISC SPECIFICATIONS (Latest Edition), including all supplements and revisions.
5. Shop connections not specifically detailed on the drawings may be welded or bolted. Field connections not specifically detailed on the drawing shall be bolted.
6. Fabrication and erection of structural steel shall conform to the AISC "Manual of Steel Construction," and the AISC "Specification for Structural Steel Buildings," latest Editions.
7. All bolts cast in concrete shall conform to ASTM A-36 or A-307.
8. Beams shall be supported on columns by tab plates welded through the center line of the column, unless specifically shown otherwise herein.
9. All beams shall be punched for two rows of bolts for the attachment of steel blocking. Blocking shall be placed along the top flange, along the web and along the bottom flange unless specified otherwise. Bolts shall be two rows of 1/2" dia. standard.

TIMBER FRAMING NOTES

1. All timber construction shall be in accordance with NDS specifications and requirements.
2. All timber framing, unless noted otherwise, shall be not less than #2 SYP or SPF kiln dried with minimum properties as: (Fb=1300 psi, Fv=823 psi, Fc=1200 psi).
3. All engineered lumber shall have minimum properties of: (Fb=2500 psi, Fv=2800 psi, Fc=2400 psi).
4. Any and all timbers exposed to the earth, weather or in contact with concrete or masonry components or within eight (8) inches of exposed grade shall be treated in accordance with AWPA standards.
5. All connections shall be by the simpson company unless approved otherwise by the project Architect, and finishes.
6. At Slab/roof framing, bracking and connections shall be by the truss or engineered components manufacturer.
7. All multiple ply girders shall be glued and nailed together with three rows of 16d nails at 8" o.c. per row and per layer or ply.
8. Provide a double and solid wall at all exterior walls and shear walls.
9. Provide a double and solid wall at all interior walls and shear walls.
10. Provide a double and solid wall at all interior walls and shear walls.
11. Provide a double and solid wall at all interior walls and shear walls.
12. Provide a double and solid wall at all interior walls and shear walls.
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17. Provide a double and solid wall at all interior walls and shear walls.
18. Provide a double and solid wall at all interior walls and shear walls.
19. Provide a double and solid wall at all interior walls and shear walls.
20. Provide a double and solid wall at all interior walls and shear walls.
21. Steel beams and columns shall not bear on timber framing. Provide embedded steel plates and steel columns bearing directly on concrete or masonry as necessary for proper support.
22. All timber framing, unless addressed otherwise herein, shall be installed in accordance with the current edition of the Wood Framed Construction Manual.

DESIGN CRITERIA

DESIGN BASED ON THE 2018 IRC (WIND/SEISMIC: ASCE-7/16)

DEAD LOADINGS
ACTUAL SELF WEIGHT

DESIGN LOADS & INFORMATION	
BASIC WIND SPEED	140 MPH
WIND EXPOSURE CAT.	EXPOSURE C
SEISMIC DESIGN INFORMATION	ASCE-7
SEISMIC USE GROUP	GROUP I
Sds	.08
Sd1	.43
SITE CLASS	D
SEISMIC DESIGN CATEGORY	(IRC: D (2) (ASCE-7: E)
SEISMIC FORCE RESIST. SYSTEM	LIC PANELWALL/SHEAR PANELS
DESIGN BASE SHEAR	30,000 LBS
ANALYSIS PROCEDURE	SIMPLE STATIC
FLOOR LL	40 PSF
FLOOR DL	25 PSF
ROOF LL	20 PSF
ROOF DL	20 PSF
DECKS AS PORCHES LL	40 PSF
DECKS & PORCHES DL	13 PSF
STAIRS LL	40 PSF
GROUND SNOW LOAD	0 PSF

WHERE REQUIRED, WINDOWS AND DOORS SHALL HAVE A MINIMUM RATING AS NOTED. HOWEVER, THE GEOGRAPHICAL LOCATION OF A GIVEN BUILDING MAY REQUIRE THAT A HIGHER DP RATING BE USED. THE CONTRACTOR SHALL VERIFY WITH THE LOCAL BUILDING OFFICIAL THE REQUIRED DP RATING FOR THE SPECIFIC SITE OF THE STRUCTURE.

140 MPH EXPOSURE B

CLEARING SIZE AREA (SQ FT)	WITHIN 48" CORRIDOR	INTERIOR WALLS
0 TO 10	+35/-48	+35/-40
11 TO 20	+34/-44	+34/-37
21 TO 50	+33/-40	+32/-36
51 TO 100	+30/-37	+30/-33

140 MPH EXPOSURE C

CLEARING SIZE AREA (SQ FT)	WITHIN 48" CORRIDOR	INTERIOR ZONES
0 TO 10	+51/-63	+51/-53
11 TO 20	+46/-58	+46/-50
21 TO 50	+43/-54	+43/-49
51 TO 100	+42/-52	+42/-47

WHERE WIND BORNE DEBRIS PROTECTION IS REQUIRED, PROVIDE REMOVABLE IMPACT PANELS. THESE PANELS MAY BE COMMERCIALLY MANUFACTURED PANELS INTENDED FOR THIS SPECIFIC PURPOSE OR CONSTRUCTED FROM 7/16" OSB PLYWOOD.

REVISION	DATE

THE USE OF THESE DRAWINGS IS NOT WITHOUT LIMITATION. THEY ARE PROVIDED IN ACCORDANCE WITH OUR STANDARD "TERMS OF USE" OF THESE "TERMS OF USE" ON OUR WEBSITE AT WWW.SCE-ENGNG.COM. USE OF THESE DRAWINGS IS NOT ACCEPTANCE OF THESE TERMS BY THE CLIENT, PROJECT ARCHITECT, OWNER, CONTRACTOR OR ANY OTHER PARTY WHO MAY NEED TO

REVIEWED FOR CODE COMPLIANCE 03/22/2021
City Of Charleston Inspections

Southern Consulting & Engineering, Inc.
Structural Engineering
105 Central Avenue
Goose Creek, South Carolina 29445
Bus(843) 718-2525
Fax (843) 718-2776
www.sce-engng.com

SOUTHERN CONSULTING AND ENGINEERING, INC.

2021123B7-1 | DATE: 1/8/26

S100

ROA 000788

EASTWOOD HOMES

PROJECT:

5089 COSGROVE

(DRIVE UNDER)

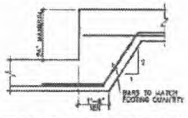
WINDOW CORNER PLACEMENT

SOUTHERN CONSULTING, INC. HAS REVIEWED THE EXTERIOR SHEAR WALLS AND THE WINDOW PLACEMENT WITH RESPECT TO THE CORNERS AND HAVE FOUND THEM ACCEPTABLE AS SHOWN, FROM A STRUCTURAL LATERAL FORCE PERSPECTIVE.

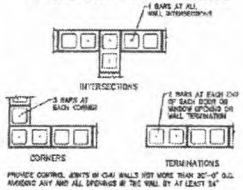
EXTERIOR WALL FRAMING SCHEDULE

WALL PLATE HEIGHT	STUD LOCATION	STUD SIZE / SPACING (1)
WALLS LESS THAN 8'-9"	INTERIOR & EXTERIOR	2X4'S AT 16" O.C.
8'-10" PLATE HEIGHT	GREATER THAN 6" FROM CORNERS	2X4'S AT 16" O.C.
8'-10" PLATE HEIGHT	LESS THAN 6" FROM CORNERS	2X4'S AT 12" O.C.
9'-1" TO 12'-0" WALL	INTERIOR & CORNERS	2X6'S AT 16" O.C.
12'-1" TO 14'-0" WALL	EXTERIOR & CORNERS	2X6'S AT 12" O.C. 2X8'S AT 16" O.C.
14'-1" TO 16'-0" WALL	INTERIOR & EXTERIOR	(1)2X8'S AT 16" O.C. 2X8'S AT 12" O.C.
16'-1" TO 18'-0" WALL	INTERIOR & CORNERS	(1)2X8'S AT 12" O.C. (1)2X10'S AT 16" O.C.

(1) WALL STUD SIZE AND SPACING AS A MINIMUM. USE THAT SHOWN HEREIN OR IN ARCH'L DRAWINGS IF LARGER STUDS OR TIGHTER SPACING IS REQUIRED FOR ARCHITECTURAL OR COMPONENT ATTACHMENT REASONS.

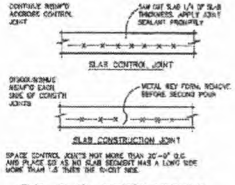


TYPICAL STEP FOOTING DETAIL



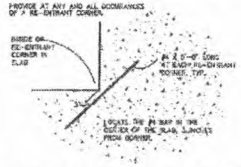
PROVIDE CONTROL JOINTS IN CMU WALLS NOT MORE THAN 20'-0" O.C. ALIGNING ANY AND ALL OPENINGS IN THE WALL BY AT LEAST 24"

TYP. CMU DETAILS

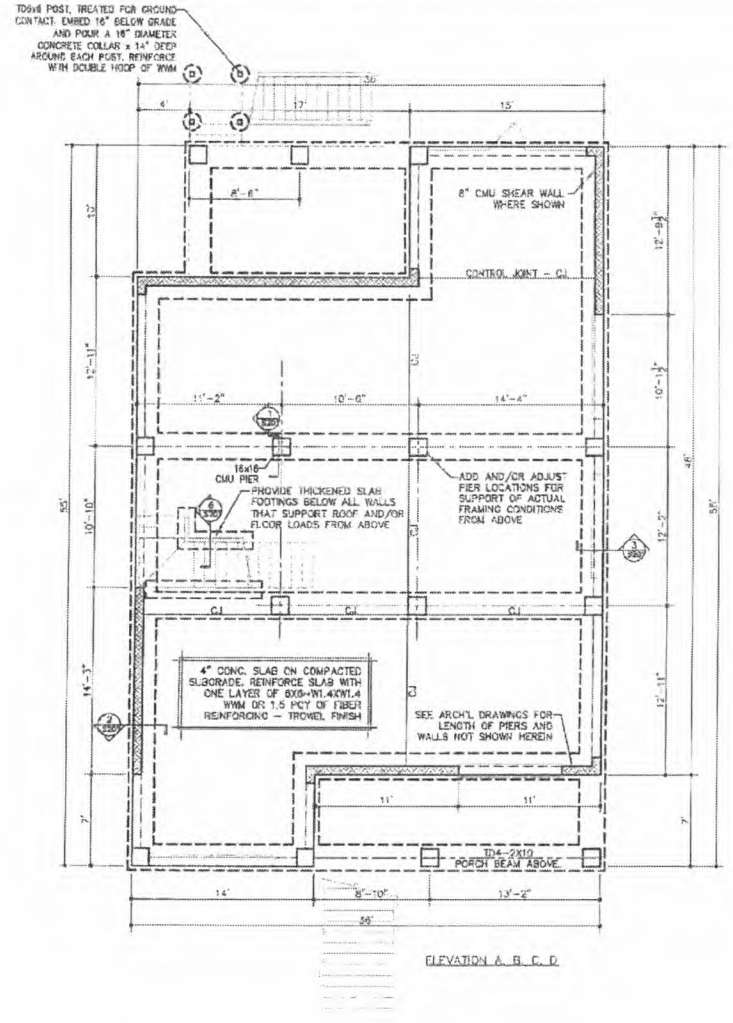


SPACE CONTROL JOINTS NOT MORE THAN 20'-0" O.C. AND PLACE EA AS NO SLAB SEGMENT HAS A LONG SIDE MORE THAN 1.5 TIMES ITS SHORT SIDE.

TYP. SLAB JOINT'G DETAILS



TYP. RE-ENTRANT CORNER DETAIL



ELEVATION A, B, C, D

FOUNDATION PLAN

SCALE: 1/8" = 1'-0"

SEE ARCH'L DRAWINGS FOR DIMENSIONS AND CONDITIONS NOT SHOWN HEREIN.

TOP OF FOOTINGS SHALL BE NOT LESS THAN 8" BELOW FINISHED GRADE

FOOTINGS AND SLABS SHALL NOT BE PLACED ON FILL. PLACEMENT AND USE OF COMPACTED FILL IN EXCESS OF 12" SHALL REQUIRE THE INVOLVEMENT AND BE PLACED UNDER THE SUPERVISION OF A QUALIFIED GEOTECHNICAL ENGINEER.

MASONRY HEIGHT ABOVE GRADE SHALL NOT EXCEED 2'-0" WITHOUT PRIOR WRITTEN APPROVAL FROM ENGINEER.

NO SOILS REPORT OR SOILS INVESTIGATION HAS BEEN PERFORMED ON THIS SITE. THIS FOUNDATION DESIGN IS BASED ON ASSUMED SOIL CONDITIONS AND AN ASSUMED SOIL CAPACITY OF 2000 PSF. IT IS THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO RETAIN THE SERVICES OF A QUALIFIED GEOTECHNICAL ENGINEER TO VERIFY THE SOIL CONDITIONS ARE ADEQUATE AND THE SITE HAS BEEN PROPERLY PREPARED PRIOR TO THE START OF WORK.

THE GC SHALL REVIEW AND APPROVE ALL DIMENSIONS SHOWN HEREIN PRIOR TO THE START OF WORK. NOTIFY ENGINEER OF ANY DIMENSION OR CONDITION FOUND CONTRARY TO THAT SHOWN WITHIN THE ARCH'L DRAWINGS.

SOUTHERN CONSULTING HAS BEEN RETAINED TO PROVIDE SPECIFIC AND LIMITED SERVICES. THESE SERVICES INCLUDE THE FOUNDATION, UPLIFT AND LATERAL FORCE RESISTING SYSTEMS AND DETAILS. NO WORK RELATED TO FRAMING OR ELEMENT SIZES HAS BEEN REQUESTED OR PROVIDED. DURING CONSTRUCTION, IT MAY BECOME APPARENT THAT ADDITIONAL FOUNDATIONS OR FOOTINGS MAY BE REQUIRED. NOTIFY ENGINEER OF ANY SUCH OCCURRENCE FOR UPDATES.

REVISION	DATE

SOUTH CAROLINA — No. 34342 — BRANDON O. ANDERSON — REGISTERED PROFESSIONAL ENGINEER

SOUTH CAROLINA — SOUTHERN CONSULTING & ENGINEERING, INC. — No. C00355 — CERTIFICATE OF AUTHORIZATION

THE USE OF THESE DRAWINGS IS NOT WITHOUT LIMITATION, THAT ARE PROVIDED IN ACCO OUR STANDARD "TERMS OF OF THESE TERMS OF USE ON OUR WEBSITE AT WWW USE OF THESE DRAWINGS M ACCEPTANCE OF THESE CLIENT, PROJECT ARCHI OWNER, CONTRACTOR OR AN WHO MAY NEED TO

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S110

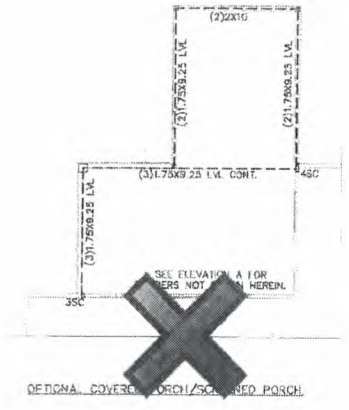
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ROA 000789

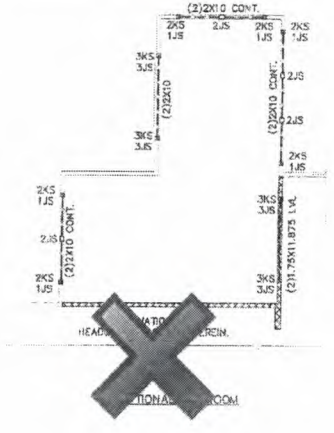
EASTWOOD HOMES

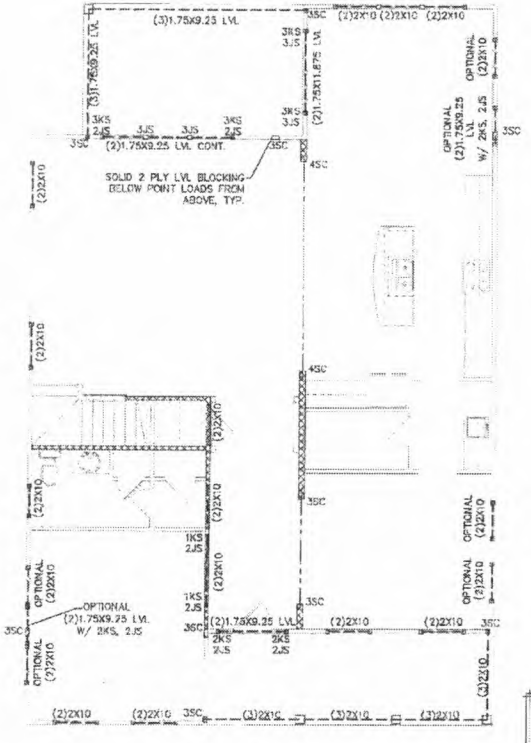
PROJECT:

5089 COSGROVE

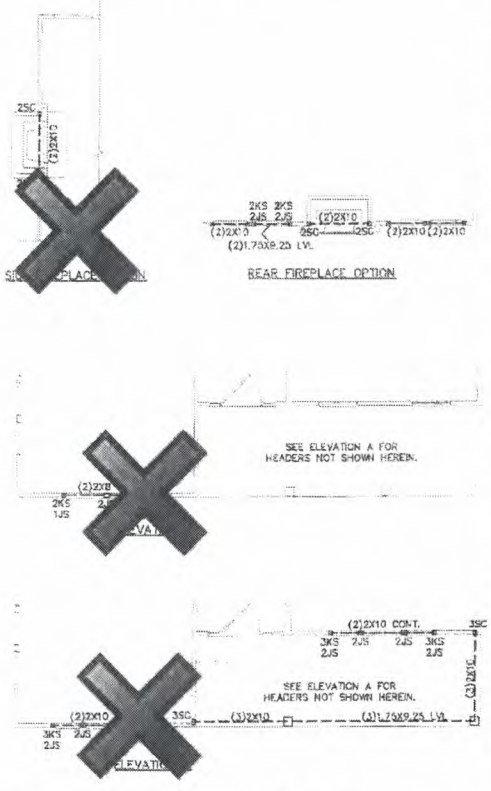


OPTIONAL COVERED PORCH/SCREENED PORCH





ELEVATIONS A & D



DRAWING LEGEND
KS – KING STUD
JS – JACK STUD
SC – STUD COLUMN
xxxxxxxx INT. LOAD BEARING WALL
– – – – BEAM OR GIRDER ABOVE SEE FRAMING PLANS FOR SIZE U.N.O.

HEADER SUPPORT NOT SHOWN HEREIN SHALL BE ONE KING STUD AND ONE JACK STUD AT EACH END, U.N.O.

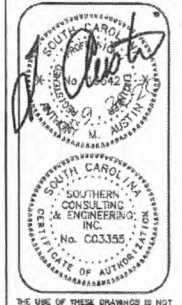
STUDS, HEADERS, AND BEAM SIZES SHOWN HEREING ARE BASED UPON FRAMING PLANS SHOWN HEREIN AND/OR TRUSS LAYOUTS PROVIDED STOCK COMPONENTS DATED 8-19-15.

IF ALTERNATE FRAMING IS ANTICIPATED, PROVIDE ENGINEER WITH UPDATED LAYOUTS AND FRAMING PLANS FOR REVIEW PRIOR TO START OF WORK AND ANTICIPATE CHANGES.

FIRST FLOOR HEADER AND STUD LAYOUT

SCALE: 1/8" = 1'-0"

REVISION	DATE



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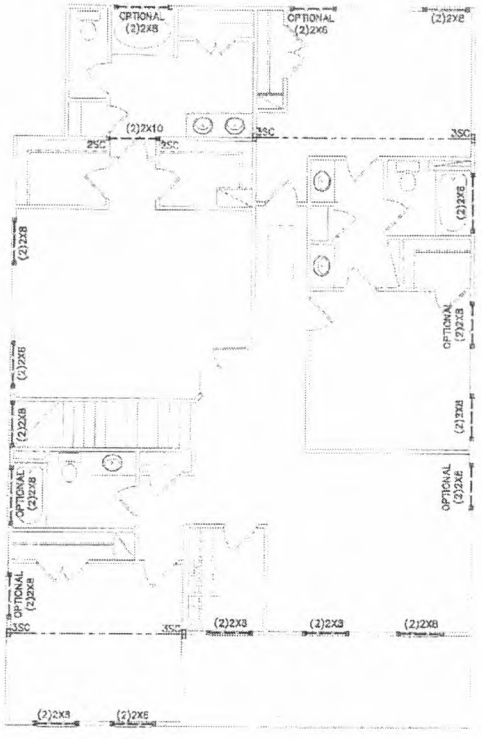
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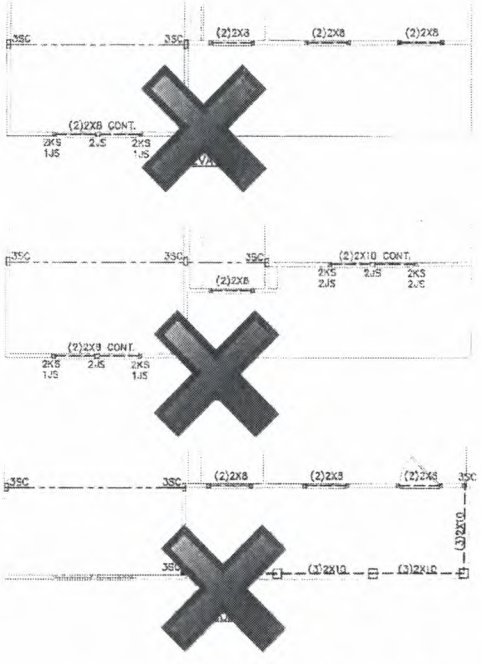
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ROA 000790

EASTWOOD HOMES

PROJECT: 5089 COSGROVE





DRAWING LEGEND
KS – KING STUD
JS – JACK STUD
SC – STUD COLUMN
XXXXBEARING INT. LOAD BEARING WALL
– – – – BEAM OR GIRDER ABOVE. SEE FRAMING PLANS FOR SIZE U.N.O.

HEADER SUPPORT NOT SHOWN HEREIN SHALL BE ONE KING STUD AND ONE JACK STUD AT EACH END, U.N.O.

STUDS, HEADERS, AND BEAM SIZES SHOWN HEREING ARE BASED UPON FRAMING PLANS SHOWN HEREIN AND/OR TRUSS LAYOUTS PROVIDED STOCK COMPONENTS DATED 5-19-15.

IF ALTERNATE FRAMING IS ANTICIPATED, PROVIDE ENGINEER WITH UPDATED LAYOUTS AND FRAMING PLANS FOR REVIEW PRIOR TO START OF WORK AND ANTICIPATE CHANGES.

SECOND FLOOR HEADER AND STUD LAYOUT
SCALE: 1/8" = 1'-0"

REVISION	DATE

SOUTH CAROLINA — SOUTHERN CONSULTING & ENGINEERING, INC. — No. C03355 — CERTIFICATE OF AUTHORIZATION

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SCE:17287-1 | DATE: 1/9/20

S125

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ROA 000791

EASTWOOD HOMES

PROJECT: 5089 COSGROVE

DRAWING NOTES

Ⓐ 2X6 HOR, 2X4 VERT NAILED TOGETHER 90 DEGREES TO EACH OTHER TO FORM AN 'L' SHAPE NAIL TO MID HEIGHT OF GABLE END WALL WITH (2) 16D NAILS PER ENWALL VERTICAL

Ⓑ 2X4 ON TOP OF TRUSS BOTTOM CHORD. ATTACH TO EACH TRUSS BOTTOM CHORD WITH (2) 16D NAILS, EXTEND BACK NOT LESS THAN 4 BAYS.

Ⓒ 2X4 DIAGONAL BRACE FROM 2X4'S NOTED IN NOTE A DOWN TO AND ATTACHED TO 2X4 BOTTOM CHORD BRACING NOTED IN B

UPLIFT CONNECTOR SCHEDULE

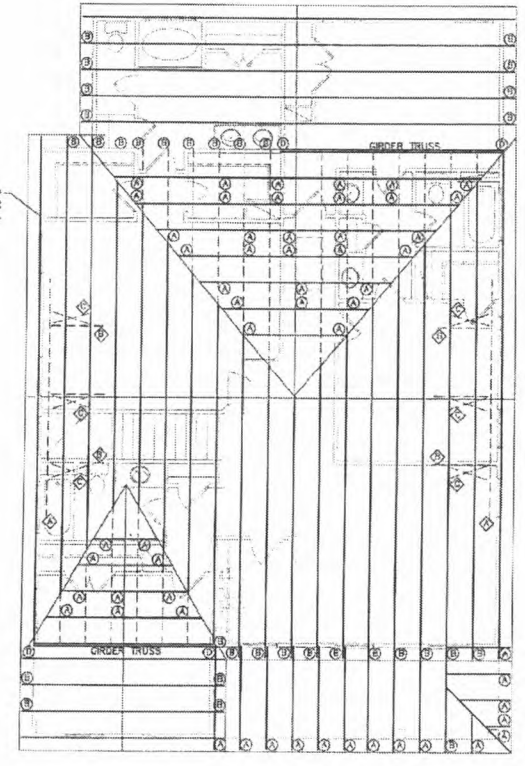
MARK	CONNECTOR
Ⓐ	H2.5A
Ⓑ	H10, or (2)H2.5A
Ⓒ	H14
Ⓓ	LGT2 W/ TSI2
Ⓔ	HGT-3 (1)

ALL CONNECTORS SHALL BE SIMPSON OR APPROVED

ALL CONNECTORS SHALL BE GALVANIZED, THOSE EXPOSED TO THE ELEMENTS SHALL BE Z-MAX FINISH.

(1) PROVIDE SIMPSON HTT22 BELOW TOP PLATE AND ATTACH TO EACH SIDE OF TRIPLE STUD BELOW TRUSS. STRAP BETWEEN FLOORS BELOW WITH (2) CS18'S X 8'-0" IN LINE WITH SUPPORTING STUDS

CENTER OSB SHEET ON WALL TOP PLATE, NO OTHER TRUSS CONNECTOR NEEDED FOR GABLE END TRUSSES, TYP.



ROOF CONNECTOR LAYOUT (ELEVATION A)

SCALE: 1/8" = 1'-0"

REVISION	DATE

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 32642 ... M. ALEXANDER

SOUTH CAROLINA SOUTHERN CONSULTING & ENGINEERING, INC. No. C03355 CERTIFICATE OF AUTHORIZATION

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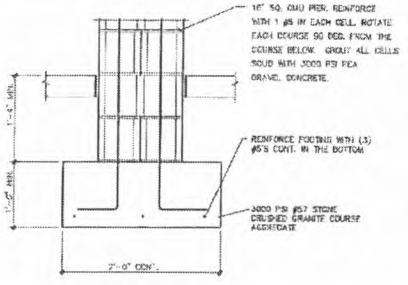
S130

LEFT HAND

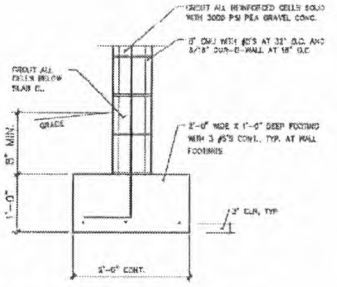
ROA 000792

EASTWOOD HOMES

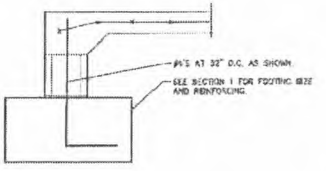
PROJECT: 5089 COSGROVE



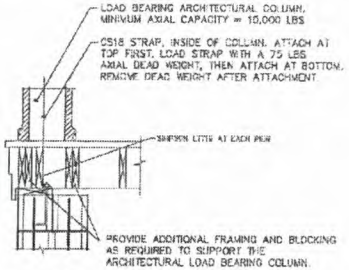
16X16 CMU PIER 1



TYP. WALL FOOTING DETAIL 2

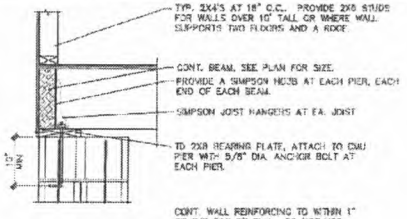


TYP. EDGE OF SLAB DET. 3

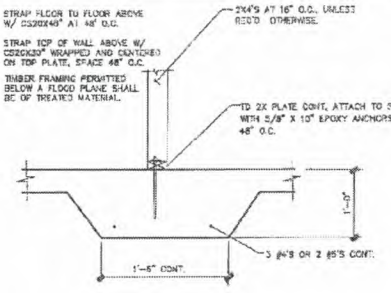


WHERE SOLID TEXAS OR TDSKB POSTS ARE USED PROVIDE APPROPRIATELY SIZED SIMPSON POST BASES AND POST CAPS TOP AND BOTTOM OF EACH POST.

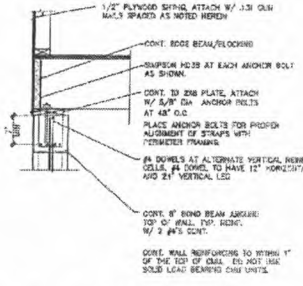
TYP. PORCH COL. DETAIL 4



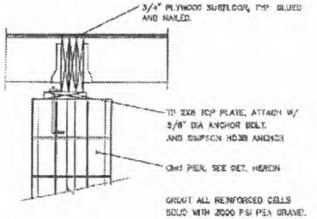
PIER EDGE FRAMING DETAIL 5



INT. WALL GROUND FLOOR 6



TYP. EDGE FRAMING DETAIL 7



INT. PIER DETAIL 8

9

REVISION	DATE

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER No. 30642 MICHAEL AUSTIN

SOUTH CAROLINA SOUTHERN CONSULTING & ENGINEERING, INC. No. C03355 CERTIFICATE OF AUTHORIZATION

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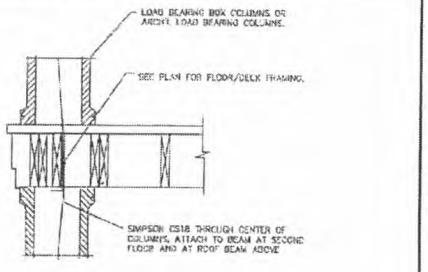
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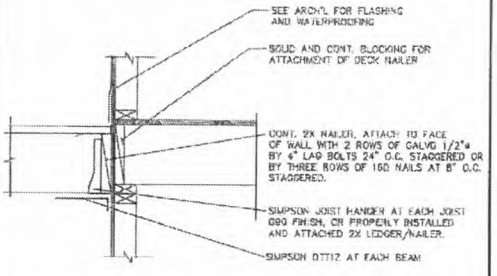
ROA 000793

EASTWOOD HOMES

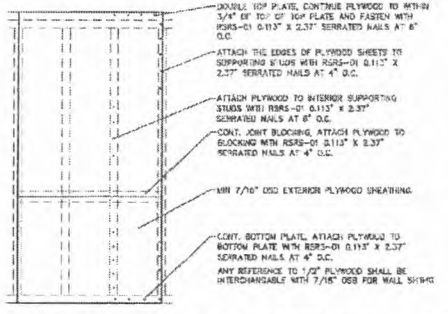
PROJECT: 5089 COSGROVE



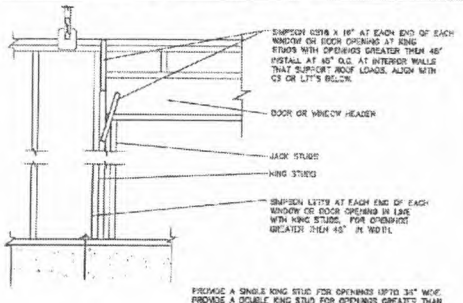
2ND FLOOR POST DET. 1



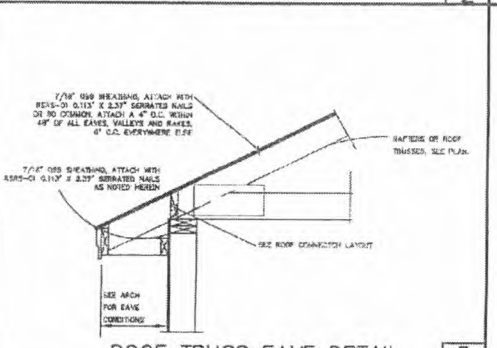
DECK ATTACHMENT DETAIL 2



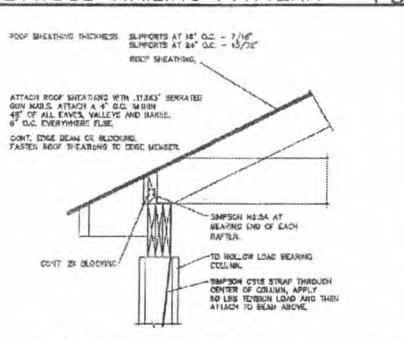
PLYWOOD NAILING PATTERN 3



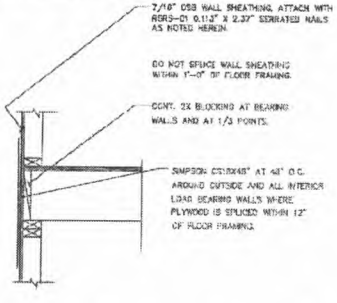
TYP. WALL STRAPING DETAIL 4



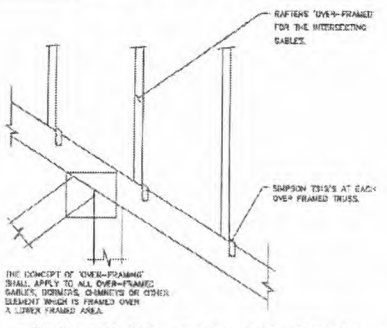
ROOF TRUSS EAVE DETAIL 5



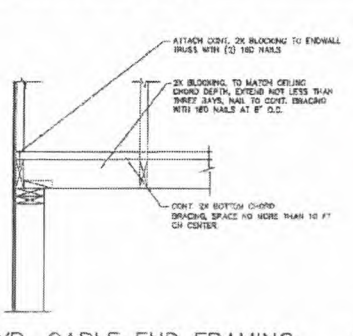
PORCH EAVE DETAIL 6



TYP. FLOOR TO FLOOR DETAIL 7



TYP. OVER-FRAMING DETAIL 8



TYP. GABLE END FRAMING 9

ROA 000794

REVISION DATE

SOUTH CAROLINA REGISTERED PROFESSIONAL ENGINEER ... M. AUSTIN ... No. 22642 ... SOUTHERN CONSULTING & ENGINEERING, INC. No. C03355 ... CERTIFICATE OF AUTHORIZATION

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SOUTHERN CONSULTING AND ENGINEERING, INC.

JOB:17287-1 DATE:1/9/20

S202

EASTWOOD HOMES

PROJECT: 5089 COSGROVE

HEADER / LINTEL SCHEDULE

SINGLE STORY OR UPPERMOST FLOOR

MARK	SIZE / DEPTH	ALT. SIZE
0' TO 3'-2"	2 - 2X6'S	3.5 X 4.375 TS LSL
3'-3" TO 5'-2"	2 - 2X8'S	3.5 X 5.5X TS LSL
5'-3" TO 7'-0"	2 - 2X10'S	3.5 X 7.25 TS LSL
7'-1" TO 9'-0"	(2)1.75X10 LVL	
9'-1" AND UP	CONSULT WITH ENGINEER FOR SIZE.	

1ST FLOOR OF 2 STORY, 1ST AND 2ND OF 3 STORY

MARK	SIZE / DEPTH	ALT. SIZE
0' TO 3'-2"	2 - 2X8'S	3.5 X 5.25 TS LSL
3'-3" TO 5'-2"	2 - 2X10'S	3.5 X 7.25 TS LSL
5'-3" TO 7'-0"	2 - 2X12'S	3.5 X 9.25 TS LSL / LVL
7'-1" TO 9'-0"	(2)1.75X12 LVL	
9'-1" AND UP	CONSULT WITH ENGINEER FOR SIZE.	

ALL LINTELS SHALL BEAR ON NOT LESS THAN DOUBLE CUT JACK STUDS. JACK STUDS SHALL BE NAILED TO SUPPORTING DOUBLE KING STUDS WITH 2 ROWS OF 16D NAILS AT 12 O.C. STAGGERED.

FOR 2X6 WALLS, ADD AN ADDITIONAL PLY OF LINTEL MATERIAL.

SEE STRAPPING DETAIL FOR UPLIFT CONNECTIONS AROUND WINDOWS AND DOORS.

THE ABOVE LINTELS/HEADERS ARE INTENDED FOR OPENINGS SUPPORTING ONE FLOOR AND ROOF LOADS ONLY. CONSULT WITH ENGINEER FOR OPENINGS THAT SUPPORT TWO FLOORS AND/OR ROOF LOADS (3 STORY) AND FOR THOSE THAT ARE SUPPORTING A POINT OR BEAM LOADING.

THE HEADER SIZES ABOVE DO NOT ALLOW FOR POINT LOADS OR IF A BEAM OR OTHER HEAVILY LOADED ELEMENT FALLS OVER HEADER SHOWN.

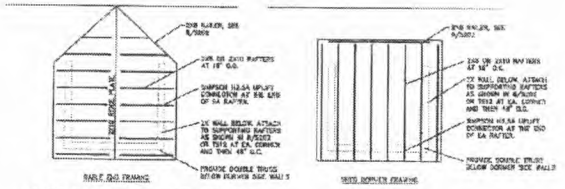
MULTI-PLY HEADERS ARE SIZED WITH THE ANTICIPATION OF PLYWOOD OR OSB MATERIAL INSTALLED IN BETWEEN EACH PLY.

FOR HEADER WIDTHS LESS THAN THE THICKNESS OF THE WALL FRAMING SHIFT HEADER TO OUTSIDE FACE OF WALL.

Multiple LVL Attachment Schedule

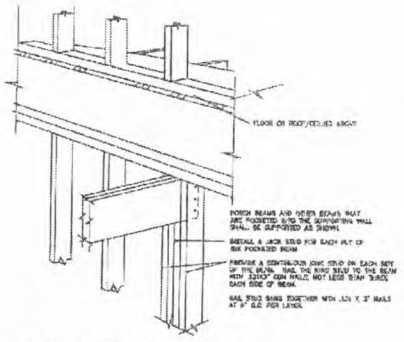
FASTENER	(2) PLY LVL	(3) PLY LVL	(4) PLY LVL
16d Nails	3 ROWS 12" O.C.	3 ROWS 12" O.C. EACH SIDE	
1/4"x3.5" SCREWS	3 ROWS 16" O.C.	3 ROWS 16" O.C. EACH SIDE	3 ROWS 16" O.C. EACH SIDE AND EACH PLY
1/2" DIA THRU BOLTS	2 ROWS 24" O.C.	2 ROWS 24" O.C.	2 ROWS 16" O.C.

1. FASTENER ROWS ARE TO BE STAGGERED.
2. FOR LVL BEAMS 12" OR MORE IN DEPTH, INSTALL AN ADDITIONAL ROW OF THE FASTENER SHOWN ABOVE. IE, 3 ROWS BECOME 4 ROWS.
3. WHERE THE MULTIPLE LVL SUPPORTS A PERPENDICULAR BEAM, INSTALL 2 1/2"ø THROUGH BOLTS WITHIN 6" EACH SIDE OF PERPENDICULAR BEAM.



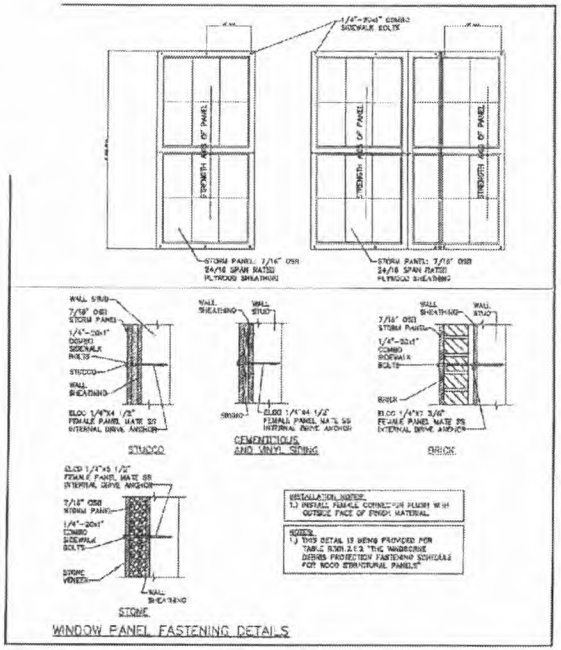
DORMER FRAMING DETAIL

SCALE: 1/4" = 1'-0"

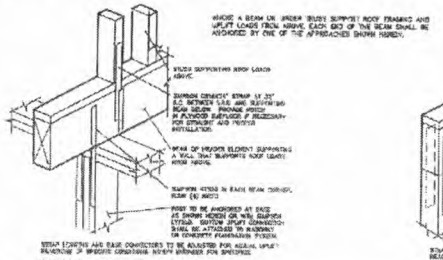


BEAM POCKET BEARING DET.

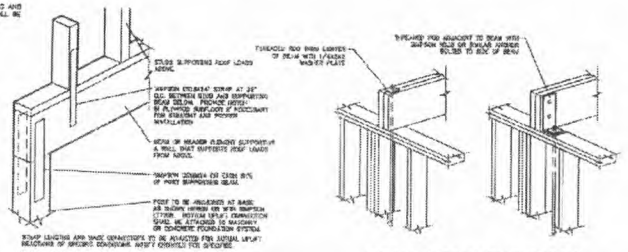
WINDOW FLYING DEBRIS PROTECTION



WINDOW PANEL FASTENING DETAILS

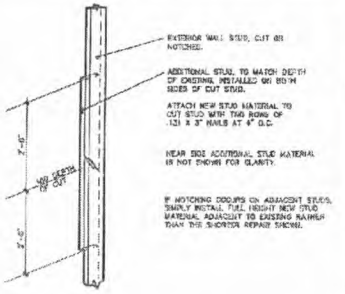


BEAM STRAPPING DETAIL



BEAM STRAPPING DETAIL

BEAM STRAPPING DETAIL



CUT STUD REPAIR DETAIL

REVISION	DATE

SOUTH CAROLINA BOARD OF LICENSING FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS — CERTIFICATE OF AUTHORIZATION — SOUTHERN CONSULTING & ENGINEERING, INC. — No. C03355

THE USE OF THESE DRAWINGS IS NOT WITHOUT LIMITATION TH ARE PROVIDED IN ACCO OUR STANDARD "TERMS O OF THESE "TERMS OF US ON OUR WEBSITE AT WWW USE OF THESE DRAWINGS B ACCEPTANCE OF THESE CLIENT, PROJECT ARCHI SHALL C AND MAY NEED T

REVIEWED FOR CODE COMPLIANCE — Charleston Inspections — 03/23/2021

Soutl
& Engineeri
Structural Engg
105 Central Av
Goose Creek, Sout
Bus(843) 718-2525
Fax (843) 718-2776
www.sce-engng.com

SOUTHERN CONSULTING AND ENGINEERING, INC.

JOB: 17387-1 | DATE: 1/19/20

S301

ROA 0000795

Exhibit 4

DocuSign Envelope ID: 37A04A0A-52B9-44DE-A982-906783BFF69A

Division: Charleston
Community: SY
Lot/Block: 143

Mutual Release and Revocation of a Prior Agreement to Purchase Real Estate and Right of First Offer

Whereas, on or about September 9, 2020 Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes and/or their Affiliates d/b/a Eastwood Homes (*hereinafter referred to as EASTWOOD*) and Marcel Franquelin, Patricia Franquelin (hereinafter referred to as BUYER) entered into a certain written Sales Agreement whereby EASTWOOD agreed to sell and BUYER agreed to purchase a parcel of land described as Lot 143 of Swygert's Landing according to the map or plat thereof as recorded in Charleston Co, State of SC together with any improvements now existing or to be placed thereon (collectively called PROPERTY) and BUYER and EASTWOOD hereby states the following reason for Termination of the Sales Agreement on their behalf:

Phase 4 of Swygert's Landing was erroneously left out of the Swygert's Phases 1, 2 and 3 Declaration of Covenants, Conditions and Restrictions by preceding Owner's legal error. No further houses can be closed in Phase 4 until this cloud on title is resolved with the attorneys for the Phases 1, 2 and 3 Declaration, and the existing homeowners in Phase 4. Moreover, lenders require a lender certification at closing which requires disclosure of any homeowner's association issues, which lender requirement cannot be satisfied at this time. Seller has agreed to contact Buyer after the legal issues have been resolved, which will take 4 months or more to legally resolve. Seller cannot cure this issue within the time period of the Contract.

VOID

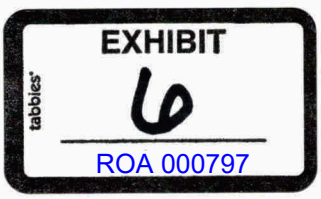
After which, both EASTWOOD and BUYER now agree to terminate the Sales Agreement and mutually release one another from any further obligations of liabilities thereon;

AND, THEREFORE, in consideration of the return by EASTWOOD to BUYER of $ 14,421, the sufficiency of which is hereby acknowledged; and in further consideration of the mutual covenants contained herein, and intending to be legally bound thereby;

IT IS AGREED that the said Sales Agreement for the purchase of the said PROPERTY is hereby mutually revoked, cancelled, set aside, and declared to be of no further force and effect, and;

IT IS FURTHER AGREED that EASTWOOD and BUYER hereby mutually and irrevocably release one another from any and all claims and liabilities arising from or in connection with either the Sales Agreement for the purchase of the PROPERTY or this agreement revoking the same.

IT IS FURTHER AGREED that EASTWOOD will offer BUYER a right of first offer to re-contract on the Property after the legal cloud on title regarding the Declaration of Covenants is resolved, which may exceed four (4) months or more. BUYER shall have seventy- two (72) hours after EASTWOOD notifies BUYER that the legal cloud on title has been removed in which to accept the offer made by EASTWOOD to re-contract on the Property at current market value. Should BUYER not re-contract within this time period, EASTWOOD shall be free to place the Property on the market for sale without further obligation to BUYER.



DocuSign Envelope ID: 37A04A0A-52B9-44DE-A982-906783BFF69A

Primary Buyer Signature:_____ **Date**: _____

Co-Buyer Signature: _____ **Date**: _____

NHS / Witness: DocuSigned by: Melissa Guggisberg 218AE393200E492... **Date**: 6/7/2021

Corporate Officer: _____ **Date**: _____

Mailing Address:

Refunds of binder monies will be mailed within 21 days after all necessary documents are received by Eastwood Homes Corporate Office.

VOID

3.11.2020

Exhibit 5

DocuSign Envelope ID: A20B7279-7101-4B10-BC65-D950EDA7F13C

Division: Charleston
Community: SY
Lot/Block: 141

Mutual Release and Revocation of a Prior Agreement to Purchase Real Estate and Right of First Offer

Whereas, on or about December 29, 2020 Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes and/or their Affiliates d/b/a Eastwood Homes (*hereinafter referred to as EASTWOOD*) and Daniel J. O'Grady, Kaitlyn E. Grigoleit (hereinafter referred to as BUYER) entered into a certain written Sales Agreement whereby EASTWOOD agreed to sell and BUYER agreed to purchase a parcel of land described as Lot 141 of Swygert's Landing according to the map or plat thereof as recorded in Charleston Co., State of SC together with any improvements now existing or to be placed thereon (collectively called PROPERTY) and BUYER and EASTWOOD hereby states the following reason for Termination of the Sales Agreement on their behalf:

Phase 4 of Swygert's Landing was erroneously left out of the Swygert's Phases 1, 2 and 3 Declaration of Covenants, Conditions and Restrictions by preceding Owner's legal error. No further houses can be closed in Phase 4 until this cloud on title is resolved with the attorneys for the Phases 1, 2 and 3 Declaration, and the existing homeowners in Phase 4. Moreover, lenders require a lender certification at closing which requires disclosure of any homeowner's association issues, which lender requirement cannot be satisfied at this time. Seller has agreed to contact Buyer after the legal issues have been resolved, which will take 4 months or more to legally resolve. Seller cannot cure this issue within the time period of the Contract.

After which, both EASTWOOD and BUYER now agree to terminate the Sales Agreement and mutually release one another from any further obligations of liabilities thereon;

AND, THEREFORE, in consideration of the return by EASTWOOD to BUYER of $ 10,383, the sufficiency of which is hereby acknowledged; and in further consideration of the mutual covenants contained herein, and intending to be legally bound thereby;

IT IS AGREED that the said Sales Agreement for the purchase of the said PROPERTY is hereby mutually revoked, cancelled, set aside, and declared to be of no further force and effect, and;

IT IS FURTHER AGREED that EASTWOOD and BUYER hereby mutually and irrevocably release one another from any and all claims and liabilities arising from or in connection with either the Sales Agreement for the purchase of the PROPERTY or this agreement revoking the same.

IT IS FURTHER AGREED that EASTWOOD will offer BUYER a right of first offer to re-contract on the Property after the legal cloud on title regarding the Declaration of Covenants is resolved, which may exceed four (4) months or more. BUYER shall have seventy- two (72) hours after EASTWOOD notifies BUYER that the legal cloud on title has been removed in which to accept the offer made by EASTWOOD to re-contract on the Property at current market value. Should BUYER not re-contract within this time period, EASTWOOD shall be free to place the Property on the market for sale without further obligation to BUYER.

EXHIBIT 1
Date: 5-18-22
Stenographer: P. Maxwell

DocuSign Envelope ID: A20B7279-7101-4B10-BC65-D950EDA7F13C

Primary Buyer Signature: _____ **Date**: _____

Co-Buyer Signature: _____ **Date**: _____

NHS / Witness: DocuSigned by: Melissa Guggisberg 218AE393200E492... **Date**: 6/7/2021

Corporate Officer: _____ **Date**: _____

Mailing Address:

Refunds of binder monies will be mailed within 21 days after all necessary documents are received by Eastwood Homes Corporate Office.

Exhibit 6

BP0982783

PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED THIRTY-SEVEN THOUSAND FOUR HUNDRED FIFTEEN AND NO/100 ($537,415.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **MATTHEW T. SUPPIN**, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and, by these presents, does grant, bargain, sell and release unto the said **MATTHEW T. SUPPIN**, his Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 132, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2879 Claybrook Street**
Johns Island, SC 29455

TMS No.: **312-02-00-086**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, by **MATTHEW T. SUPPIN**, and his Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
21-02387 HH Suppin

WITNESS my hand and seal this 2nd day of April in the year of our Lord, Two Thousand and Twenty-One (2021) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction Partners, LLC, a North Carolina limited liability company aka ll

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 2nd day of April, 2021, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company aka ll

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

Notary Public
My Commission Expires: 3.27.23
{21-02387HH - Suppin}
(SEAL)

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
April 2, 2021

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC, a North Carolina limited liability company TO Matthew T. Suppin aka Matthew T. Suppin on April 2, 2021 is located at 2879 Claybrook Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-086.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $537,415.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $537,415.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $537,415.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $1,988.75.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 2nd day of April, 2021.

_____
Notary Public
My Commission Expires: 09-08-2030
(SEAL)

_____
Matthew T. Suppin
Print or Type Name Here

KIMBERLY GLASS NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/08/2030

Affidavit (Deed)

21-02387HH

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	April 20, 2021
Time:	8:29:19 AM

Book	Page	DocType
0982	783	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST PTNRS ETC

RECIPIENT:
SUPPIN MATTHEW T

Original Book:

Original Page:

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,397.50
County Fee	$	591.25
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	2,003.75

DRAWER: Drawer 5
CLERK: JSW

AUDITOR STAMP HERE
RECEIVED From ROD
Apr 23, 2021
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP JBA
DATE 04/23/2021
4

0982 Book

783 Page

04/20/2021 Recorded Date

4 # Pgs

Original Book

Original Page

D Doc Type

08:29:19 Recorded Time

BP0987440

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY,** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED TWENTY-FIVE AND NO/100 ($593,225.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **MATTHEW D. AYERS AND ASHLEY GREGORY AYERS**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **MATTHEW D. AYERS AND ASHLEY GREGORY AYERS, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 133, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2885 Claybrook Street**
Johns Island, SC 29455

TMS No.: **312-02-00-087**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **MATTHEW D. AYERS AND ASHLEY GREGORY AYERS, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
21-04088 4.21 Ayers

WITNESS my hand and seal this 21st day of April in the year of our Lord, Two Thousand and Twenty-One (2021) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction Partners, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

a/k/a Eastwood Construction LLC

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 21st day of April, 2021, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3-27-23
{21-04088HH - Ayers}
(SEAL)

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
April 21, 2021

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC, a North Carolina limited liability company TO Matthew D. Ayers and Ashley Gregory Ayers on April 21, 2021 is located at 2885 Claybrook Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-087.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $593,225.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $593,225.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $593,225.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,195.95.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 21st day of April, 2021.

_____
Notary Public
My Commission Expires: 09-08-2030
(SEAL)

_____
Matthew D. Ayers
Print or Type Name Here

KIMBERLY GLASS NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/08/2030

ROA 000809

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

WEEKS & IRVINE LLC

RECORDED

Date:	May 5, 2021
Time:	10:04:12 AM

Book	Page	DocType
0987	440	Deed

Michael Miller, Register
Charleston County, SC

MAKER:

EASTWOOD CONST PTNRS AL

RECIPIENT:

AYERS MATTHEW D AL

Note:

Original Book:

Original Page:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,543.10
County Fee	$	652.85
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	**$**	**2,210.95**

AUDITOR STAMP HERE
RECEIVED From ROD
May 11, 2021
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
JBA
REP
05/11/2021
DATE
4

Drawer: Drawer 3
Clerk: REJ

0987	440	05/05/2021	4
Book	Page	Recorded Date	# Pgs

		D	10:04:12
Original Book	Original Page	Doc Type	Recorded Time

BP0925739

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED TWENTY THOUSAND SEVEN HUNDRED FIFTY-FIVE AND NO/100 ($520,755.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **GRANT MYRON NELSON**, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and, by these presents, does grant, bargain, sell and release unto the said **GRANT MYRON NELSON**, his Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 134, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **1144 Tebalt Drive**
Johns Island, SC 29455

TMS No.: **312-02-00-088**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, by **GRANT MYRON NELSON**, and his Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406

20-13158 HH | Nelson 9/2020

WITNESS my hand and seal this 28 day of September in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company fka Eastwood Construction LLC

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 28 day of September, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3-27-23
{20-13158HH- Nelson}
(SEAL)

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
September 29, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC TO Grant Myron Nelson on September 29, 2020 is located at 1144 Tebalt Drive, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-088.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $520,755.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $520,755.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $520,755.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $1,927.70.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 29th day of September, 2020.

_____
Notary Public
My Commission Expires: 9/18/28
(SEAL)

_____
Grant Myron Nelson
Print or Type Name Here

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

WEEKS & IRVINE LLC

RECORDED

Date:	October 15, 2020
Time:	4:12:36 PM

Book	Page	DocType
0925	739	Deed

Michael Miller, Register
Charleston County, SC

MAKER:

EASTWOOD CONST ETC

RECIPIENT:

NELSON GRANT M

Original Book:

Original Page:

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,354.60
County Fee	$	573.10
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	**$**	**1,942.70**

DRAWER	Drawer 5
CLERK	JSW

AUDITOR STAMP HERE

RECEIVED From ROD
Oct 22, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REP RJB

DATE 10/22/2020

36

0925	739	10/15/2020	4
Book	Page	Recorded Date	# Pgs

		D	16:12:36
Original Book	Original Page	Doc Type	Recorded Time

BP0922203

PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

4

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED NINETY-FIVE THOUSAND AND NO/100 ($595,000.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **JOSEPH C. ALLIO AND JAN L. ALLIO**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **JOSEPH C. ALLIO AND JAN L. ALLIO, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 135, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **1138 Tebalt Drive**
Johns Island, SC 29455

TMS No.: **312-02-00-089**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **JOSEPH C. ALLIO AND JAN L. ALLIO, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
20-13334 HH/Allio

9/20

WITNESS my hand and seal this 18th day of September in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Linda Collins
Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

Eastwood Construction Partners, LLC f/k/a

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 18 day of September, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3-27-23
{20-13334HH - Allio}
(SEAL)

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
September 18, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC TO Joseph C. Allio and Jan L. Allio on September 18, 2020 is located at 1138 Tebalt Drive, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-089.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $595,000.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $595,000.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $595,000.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,201.50.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 18th day of September, 2020.

_____
Notary Public
My Commission Expires: 9/18/28
(SEAL)

_____
Joseph C. Allio
Print or Type Name Here

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	October 5, 2020
Time:	11:36:13 AM

Book	Page	DocType
0922	203	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONSTRUCTION ETC

RECIPIENT:
ALLIO JOSEPH C AL

Note:

# of Pages: 4

Recording Fee	$ 15.00
State Fee	$ 1,547.00
County Fee	$ 654.50
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	**$ 2,216.50**

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
Oct 12, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP RJB
DATE 10/12/2020
36

DRAWER	Drawer 5
CLERK	JSW

0922	203	10/05/2020	4
Book	Page	Recorded Date	# Pgs

		D	11:36:13
Original Book	Original Page	Doc Type	Recorded Time

BP0950914

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC,** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED SIXTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FIVE AND NO/100 ($565,525.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **WILLIAM STEWART AND KENDRA N. STEWART,** (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **WILLIAM STEWART AND KENDRA N. STEWART, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common,** their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

*aka Eastwood Construction, LLC

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 142, Phase 4,** as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **1101 Tebalt Drive**
Johns Island, SC 29455

TMS No.: **312-02-00-096**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **WILLIAM STEWART AND KENDRA N. STEWART, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common,** and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC 20-17024HH/Stewart
8086 Rivers Ave. 2nd Floor 12/20
North Charleston, SC 29406

WITNESS my hand and seal this 9 day of December in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company **

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

** aka Eastwood Construction Partners, LLC

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 9 day of December, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3-27-23
{20-17024HH - Stewart}
(SEAL)

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
December 17, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 1101 Tebalt Drive, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-096, was transferred by Eastwood Construction Partners, LLC TO William Stewart and Kendra N. Stewart on December 9, 2020.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $565,525.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $565,525.00
   b. Place the amount listed in item 5 above here: (if no amount listed, place zero here.) $0.00
   c. Subtract line 6(b) from line 6(a) and place result here: $565,525.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,094.20.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 17th day of December, 2020.

Notary Public
My Commission Expires: 09/08/2030
(SEAL)

William Stewart
Print or Type Name Here

KIMBERLY GLASS NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/08/2030

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	January 14, 2021
Time:	8:48:37 AM

Book	Page	DocType
0950	914	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST ETC

RECIPIENT:
STEWART WILLIAM AL

Original Book:

Original Page:

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,471.60
County Fee	$	622.60
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	2,109.20

DRAWER: Drawer 8
CLERK: ANF

AUDITOR STAMP HERE
RECEIVED From ROD
Feb 05, 2021
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MKD
DATE 02/08/2021
36

0950 Book

914 Page

01/14/2021 Recorded Date

4 # Pgs

Original Book

Original Page

D Doc Type

08:48:37 Recorded Time

BP0952340

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED SIXTY-NINE THOUSAND TWO HUNDRED EIGHTY AND NO/100 ($569,280.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **DEREK A. WOLPERT AND MOYCA POSTRAK**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **DEREK A. WOLPERT AND MOYCA POSTRAK, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common,** their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 145, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2932 Sarnoff Street**
Johns Island, SC 29455

TMS No.: **312-02-00-099**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **DEREK A. WOLPERT AND MOYCA POSTRAK, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common,** and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
12.20
20-17039 HH / Wolpert

WITNESS my hand and seal this 21 day of December in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 21 day of December, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3.27.23
{20-17039HH - Wolpert & Postrak}
(SEAL)

KIMBERLY T. EASTERLING
NOTARY
My Comm Exp
03-27-2023
PUBLIC
SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
December 29, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 2932 Sarnoff Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-099, was transferred by Eastwood Construction Partners, LLC TO Derek A. Wolpert and Moyca Postrak on December 21, 2020.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $569,280.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $569,280.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $569,280.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,107.15.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 29th day of December, 2020

Notary Public
My Commission Expires: 9/18/28
(SEAL)

Derek A. Wolpert
Derek A. Wolpert
Print or Type Name Here

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	January 20, 2021
Time:	9:52:36 AM

Book	Page	DocType
0952	340	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST LLC

RECIPIENT:
WOLPERT DEREK A AL

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,480.70
County Fee	$	626.45
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	2,122.15

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
Feb 09, 2021
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MKD
DATE 02/09/2021
36

DRAWER	Drawer 8
CLERK	ANF

0952 — Book
340 — Page
01/20/2021 — Recorded Date
4 — # Pgs

Original Book
Original Page
D — Doc Type
09:52:36 — Recorded Time

BP0901690

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED FORTY AND NO/100 ($544,340.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **MICHAEL B. ELLER AND SARAH J. ELLER**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **MICHAEL B. ELLER AND SARAH J. ELLER, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common,** their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 148, Phase 4,** as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2908 Sarnoff Street**
Johns Island, SC 29455

TMS No.: **312-02-00-102**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **MICHAEL B. ELLER AND SARAH J. ELLER, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common,** and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
20-07646 7.20 Eller

WITNESS my hand and seal this 23rd day of July in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 23rd day of July, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

Notary Public
My Commission Expires: 3-27-23
{20-07646HH - Eller}
(SEAL)

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
July 23, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC TO Michael B. Eller and Sarah J. Eller on July 23, 2020 is located at 2908 Sarnoff Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-102.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

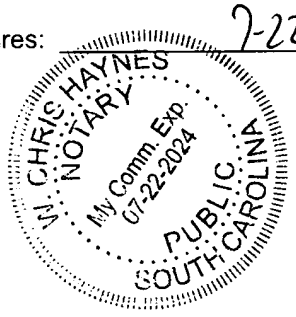
If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $544,340.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $544,340.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $544,340.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,014.65.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 23rd day of July, 2020.

Notary Public
My Commission Expires: 7-22-2024
(SEAL)



Michael B. Eller
Print or Type Name Here

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date: July 31, 2020
Time: 4:27:44 PM

Book	Page	DocType
0901	690	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST PTNRS

RECIPIENT:
ELLER MICHAEL B AL

Original Book:

Original Page:

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,415.70
County Fee	$	598.95
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	2,029.65

DRAWER: Drawer 4
CLERK: SLW

AUDITOR STAMP HERE
RECEIVED From ROD
Aug 11, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MKD
DATE 08/12/2020
36

0901	690	07/31/2020	4
Book	Page	Recorded Date	# Pgs

		D	16:27:44
Original Book	Original Page	Doc Type	Recorded Time

BP0921400

PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED NINETY-NINE THOUSAND ONE HUNDRED EIGHTY AND NO/100 ($599,180.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **WILLIAM R. SOSA-OLIVER AND DAVID R. OLIVER**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **WILLIAM R. SOSA-OLIVER AND DAVID R. OLIVER, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 149, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2892 Claybrook Street**
Johns Island, SC 29455

TMS No.: **312-02-00-103**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **WILLIAM R. SOSA-OLIVER AND DAVID R. OLIVER, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406

20-1981 HH/Oliver 9/2020

WITNESS my hand and seal this 14th day of September in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company

BY:
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

n/k/a Eastwood Construction Partners, LLC

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 14th day of September, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3.27.23
{20-11981HH - Oliver}
(SEAL)

n/k/a Eastwood Construction LLC, A North Carolina LLC

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
September 14, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC TO William R. Sosa-Oliver and David R. Oliver on September 14, 2020 is located at 2892 Claybrook Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-103.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $599,180.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $599,180.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $599,180.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,218.15.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 14th day of September, 2020.

William R Sosa Oliver

William R. Sosa-Oliver
Print or Type Name Here

Notary Public
My Commission Expires: 9/18/28
(SEAL)

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	October 2, 2020
Time:	12:55:37 PM

Book	Page	DocType
0921	400	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST ETC

RECIPIENT:
OLIVER DAVID R AL

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,558.70
County Fee	$	659.45
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	2,233.15

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
Oct 08, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP RJB
DATE 10/09/2020
36

DRAWER Drawer 5
CLERK JSW

0921	400	10/02/2020	4
Book	Page	Recorded Date	# Pgs

		D	12:55:37
Original Book	Original Page	Doc Type	Recorded Time

BP0990813

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED NINETY THOUSAND TWO HUNDRED EIGHTY AND NO/100 ($590,280.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **KRISTYN WALKER BRINKER AND THOMAS BRINKLEY NORTON**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **KRISTYN WALKER BRINKER AND THOMAS BRINKLEY NORTON, as Joint Tenants with Rights of Suvivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 151, Phase 4**, as shown on a plat showing a portion of **Swygert's Landing**, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2937 Sarnoff Street**
Johns Island, SC 29455

TMS No.: **312-02-00-105**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **KRISTYN WALKER BRINKER AND THOMAS BRINKLEY NORTON, as Joint Tenants with Rights of Suvivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
5.21
21-01498 HH Brinker

WITNESS my hand and seal this 4th day of May in the year of our Lord, Two Thousand and Twenty-One (2021) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction Partners, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 4th day of May, 2021, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3-27-23
{21-01498HH - Brinker}
(SEAL)

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
May 4, 2021

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC, a North Carolina limited liability company TO Kristyn Walker Brinker and Thomas Brinkley Norton on May 4, 2021 is located at 2937 Sarnoff Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-105.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $590,280.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $590,280.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $590,280.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,184.85.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 4th day of May, 2021.

_____
Notary Public
My Commission Expires: _____
(SEAL)

JONATHAN McCANN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 04/10/2029

_____
Kristyn Walker Brinker
Print or Type Name Here

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	May 14, 2021
Time:	3:56:57 PM

Book	Page	DocType
0990	813	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST PTNRS LLC

RECIPIENT:
BRINKER KRISTYN W AL

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,535.30
County Fee	$	649.55
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	2,199.85

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
May 21, 2021
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP JBA
DATE 05/21/2021
4

Drawer	Drawer 4
Clerk	MB

0990 Book

813 Page

05/14/2021 Recorded Date

4 # Pgs

Original Book

Original Page

D Doc Type

15:56:57 Recorded Time

BP0984223

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC, A NORTH CAROLINA LIMITED LIABILITY COMPANY**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED NINE THOUSAND SIX HUNDRED TEN AND NO/100 ($509,610.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **JASON P. AULTMAN AND KELLY K. AULTMAN**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **JASON P. AULTMAN AND KELLY K. AULTMAN, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 153, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2923 Sarnoff Street**
Johns Island, SC 29455

TMS No.: **312-02-00-107**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **JASON P. AULTMAN AND KELLY K. AULTMAN, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
4.21
21-0081 HHT Aultman

WITNESS my hand and seal this 7th day of April in the year of our Lord, Two Thousand and Twenty-One (2021) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction Partners, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 7th day of April, 2021, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3-27-23
{21-00817HH - Aultman}
(SEAL)

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
April 7, 2021

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC, a North Carolina limited liability company TO Jason P. Aultman and Kelly K. Aultman on April 7, 2021 is located at 2923 Sarnoff Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-107.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $509,610.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.
5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $509,610.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $509,610.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $1,887.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 7th day of April, 2021.

_____
Notary Public
My Commission Expires: 09-08-2030
(SEAL)

_____
Jason P. Aultman
Print or Type Name Here

KIMBERLY GLASS NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/08/2030

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	April 23, 2021
Time:	12:50:45 PM

Book	Page	DocType
0984	223	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST PARTS LLC

RECIPIENT:
AULTMAN JASON P AL

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,326.00
County Fee	$	561.00
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	1,902.00

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
Apr 27, 2021
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP JBA
DATE 04/28/2021
4

DRAWER Drawer 4
CLERK MB

0984 Book

223 Page

04/23/2021 Recorded Date

4 # Pgs

Original Book

Original Page

D Doc Type

12:50:45 Recorded Time

BP0921787

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED FORTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY AND NO/100 ($548,760.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **SAMMY CECIL STEVENS AND COURTNEY MICHELE STEVENS**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **SAMMY CECIL STEVENS AND COURTNEY MICHELE STEVENS, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as Lot 154, Phase 4, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2919 Sarnoff Street**
Johns Island, SC 29455

TMS No.: **312-02-00-108**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **SAMMY CECIL STEVENS AND COURTNEY MICHELE STEVENS, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue 9.20
2nd Floor
North Charleston, SC 29406
20-10782 Stevens

BOA 000843

WITNESS my hand and seal this 15th day of September in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 15th day of September, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3-27-23
{20-10782HH - Stevens}
(SEAL)

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
September 15, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction Partners, LLC TO Sammy Cecil Stevens and Courtney Michele Stevens on September 15, 2020 is located at 2919 Sarnoff Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-108.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $548,760.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $548,760.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $548,760.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,031.30.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 15th day of September, 2020.

Notary Public
My Commission Expires: 9/18/28
(SEAL)

Sammy Cecil Stevens
Print or Type Name Here

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	October 3, 2020
Time:	9:27:39 AM

Book	Page	DocType
0921	787	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST LLC

RECIPIENT:
STEVENS COURTNEY M AL

Original Book:

Original Page:

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,427.40
County Fee	$	603.90
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	**$**	**2,046.30**

Drawer	Drawer 6
Clerk	BLH

AUDITOR STAMP HERE
RECEIVED From ROD
Oct 09, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
RJB
REP
10/09/2020
DATE
36

0921	787	10/03/2020	4
Book	Page	Recorded Date	# Pgs

		D	09:27:39
Original Book	Original Page	Doc Type	Recorded Time

BP0901439

PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED SIXTY-SIX THOUSAND SEVEN HUNDRED TWENTY AND NO/100 ($566,720.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **KARRIE L. KREAMER**, (hereinafter whether singular or plural the "Grantee") has granted, bargained, sold and released, and, by these presents, does grant, bargain, sell and release unto the said **KARRIE L. KREAMER**, his Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 155, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **1105 Glasson Street**
Johns Island, SC 29455

TMS No.: **312-02-00-109**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee, by **KARRIE L. KREAMER**, and his Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
7.20
20-05805 Hlt. Kreamer

WITNESS my hand and seal this 2nd day of July in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 2nd day of July, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction, LLC, a North Carolina limited liability company.

J. WESSINGER NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 01/19/2027

Notary Public
My Commission Expires:
{20-05805HH - Kreamer}
(SEAL)

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
July 2, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction, LLC TO Karrie L. Kreamer on July 2, 2020 is located at 1105 Glasson Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-109.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $566,720.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $566,720.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $566,720.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,097.90.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 2nd day of July, 2020.

Notary Public
My Commission Expires: 9/18/28
(SEAL)

Karrie L. Kreamer
Print or Type Name Here

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	July 31, 2020
Time:	11:01:42 AM

Book	Page	DocType
0901	439	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST LLC

RECIPIENT:
KREAMER KARRIE L

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,474.20
County Fee	$	623.70
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	2,112.90

DRAWER	Drawer 5
CLERK	JSW

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
Aug 11, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP MKD
DATE 08/12/2020
36

0901	439	07/31/2020	4
Book	Page	Recorded Date	# Pgs

		D	11:01:42
Original Book	Original Page	Doc Type	Recorded Time

BP0911159

 # PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION PARTNERS, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **FIVE HUNDRED FIFTY-NINE THOUSAND ONE HUNDRED SEVENTY-FIVE AND NO/100 ($559,175.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **EUGENE KING AND ELISABETH V. KING**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **EUGENE KING AND ELISABETH V. KING, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 156, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2905 Sarnoff Street**
Johns Island, SC 29455

TMS No.: **312-02-00-110**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **EUGENE KING AND ELISABETH V. KING, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406

8.20

ROA 000851

20-08036HH King

WITNESS my hand and seal this 6th day of August in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fifth (245th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction Partners, LLC

BY: _____
Mark W. Weeks or Robert L. Irvine, III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 6 day of August, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction Partners, LLC, a North Carolina limited liability company.

Notary Public
My Commission Expires: 3-27-23
{20-08036HH - King}
(SEAL)

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
August 6, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred , was transferred by Eastwood Construction Partners, LLC TO Eugene King and Elisabeth V. King on August 6, 2020 is located at 2905 Sarnoff Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-110.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $559,175.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $559,175.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $559,175.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,070.15.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 6th day of August, 2020.

Eugene King

Notary Public
My Commission Expires: _____
(SEAL)



Eugene King
Print or Type Name Here

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	August 31, 2020
Time:	2:52:41 PM

Book	Page	DocType
0911	159	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST PTNRS

RECIPIENT:
KING EUGENE AL

Original Book:

Original Page:

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	1,454.70
County Fee	$	615.45
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	$	2,085.15

DRAWER	Drawer 4
CLERK	SLW

AUDITOR STAMP HERE
RECEIVED From ROD
Sep 04, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP RJB
DATE 09/04/2020
36

0911 — Book
159 — Page
08/31/2020 — Recorded Date
4 — # Pgs

Original Book
Original Page
D — Doc Type
14:52:41 — Recorded Time

BP0888446

PGS: 4

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that, **EASTWOOD CONSTRUCTION, LLC**, (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **SIX HUNDRED THIRTY-SEVEN THOUSAND NINE HUNDRED SEVENTY AND NO/100 ($637,970.00) DOLLARS, and subject to the restrictions, exceptions and limitations, if any,** as hereinafter set forth, to the Grantor paid by **MILLARD G. MOODY AND TERENIA L. MOODY**, (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **MILLARD G. MOODY AND TERENIA L. MOODY, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as **Lot 157, Phase 4**, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING a portion of the property conveyed to Eastwood Construction, LLC by deed of Cam Management, LLC, dated June 7, 2016 and recorded in the Charleston County Register of Deeds Office on August 11, 2016, in Book 0575, Page 233.

Grantee's Address: **2880 Claybrook Street**
Johns Island, SC 29455

TMS No.: **312-02-00-111**

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s), by **MILLARD G. MOODY AND TERENIA L. MOODY, as Joint Tenants with Rights of Survivorship NOT as Tenants in Common**, and their Heirs and Assigns forever.

And the Grantor do hereby bind the Grantor and the Grantor's Successors and Assigns, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Successors and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Weeks & Irvine, LLC
8086 Rivers Avenue
2nd Floor
North Charleston, SC 29406
20-0285 1117 Moody 5.20

WITNESS my hand and seal this 27th day of May in the year of our Lord, Two Thousand and Twenty (2020) and in the Two Hundred Forty Fourth (244th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Eastwood Construction, LLC, a North Carolina limited liability company

BY: _____
Mark W. Weeks or Robert L. Irvine III
Assistant Secretary

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

THE FOREGOING instrument was acknowledged before me on this 27th day of May, 2020, by Mark W. Weeks or Robert L. Irvine, III, as Assistant Secretary on behalf of Eastwood Construction, LLC, a North Carolina limited liability company.

KIMBERLY T. EASTERLING NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 03-27-2023

Notary Public
My Commission Expires: 3.27.23
{20-04285HH - Moody}
(SEAL)

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
May 27, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred by Eastwood Construction, LLC TO Millard G. Moody and Terenia L. Moody on April 27, 2020 is located at 2880 Claybrook Street, Johns Island, SC 29455, bearing County Tax Map Number 312-02-00-111.
3. Check one of the following: The deed is:
   a. X subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. ___ EXEMPT from the deed recording fee because _____. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. X The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $637,970.00.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $637,970.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $637,970.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $2,360.60.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 27th day of May, 2020.

Notary Public
My Commission Expires: 9/18/28
(SEAL)

Millard G. Moody
Print or Type Name Here

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

RECORDER'S PAGE

***NOTE*: This page MUST remain with the original document**

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	June 9, 2020
Time:	9:43:37 AM

Book	*Page*	*DocType*
0888	446	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
EASTWOOD CONST LLC

# of Pages: 4

Note:

RECIPIENT:
MOODY MILLARD G AL

Recording Fee	$	15.00
State Fee	$	1,658.80
County Fee	$	701.80
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	**$**	**2,375.60**

Original Book:

Original Page:

AUDITOR STAMP HERE

RECEIVED From ROD
Jun 12, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP RJB
DATE 06/15/2020
36

DRAWER	Drawer 2
CLERK	JBA

0888 — Book
446 — Page
06/09/2020 — Recorded Date
4 — # Pgs

Original Book
Original Page
D — Doc Type
09:43:37 — Recorded Time

BP0945364

PGS: 4

Recording Requested By and
When Recorded Mail to:
Weeks & Irvine, LLC
8086-B Rivers Avenue
North Charleston, SC 29406

(Space above this line for recorders use)

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON

QUIT CLAIM DEED

** TITLE NOT EXAMINED OR CERTIFIED **

WHEREAS, Grantor desires to quit claim all interest Grantor has in the below described property to **GRANT MYRON NELSON AND CATHERINE H. NELSON**.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, that **GRANT MYRON NELSON** ("Grantor"), for and in consideration of the sum of **FIVE AND NO/100 ($5.00) DOLLARS,** and no other monetary consideration, and the quit claiming of any interest in the property described below to Grantee(s), in hand paid at and before the sealing and delivery of these presents, by **GRANT MYRON NELSON AND CATHERINE H. NELSON,** ("Grantee"), the receipt whereof is hereby acknowledged, has remised, released and forever quit claimed, and by these presents does remise, release and forever quit claim unto the said Grantee(s) **GRANT MYRON NELSON AND CATHERINE H. NELSON, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON** the following described property:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as Lot 134, Phase 4, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina.

THIS BEING a portion of the property conveyed to Grant Myron Nelson by deed of Eastwood Construction Partners, LLC, a North Carolina Limited Liability Company dated September 29, 2020 and recorded in the Charleston County Register of Deeds Office on October 15, 2020, in Book 0925, Page 739.

GRANTEE'S ADDRESS: **1144 Tebalt Drive**
Johns Island, SC

TMS NO.: **312-02-00-088**

Weeks & Irvine, LLC
8086-B Rivers Avenue, North Charleston, SC 29406
20-18562NU Nelson 12/2020

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

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee(s) **GRANT MYRON NELSON AND CATHERINE H. NELSON, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON** and Grantee's successors and heirs forever so that neither the said Grantor, nor Grantor's assigns, nor Grantor's heirs nor any other person or persons, claiming under Grantor or them, shall at any time hereafter, by any way or means, have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part or parcel thereof, forever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed, sealed and delivered by its duly authorized representative this .

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESS NO. 1

WITNESS NO. 2 / NOTARY

GRANT MYRON NELSON

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF Charleston

Before me personally appeared Grant Myron Nelson on this the 2nd day of December, 2020 and acknowledged the due execution of the foregoing instrument.

Notary Public

My Commission Expires:

(SEAL)

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF Charleston)

Date of Transfer of Title
December 2, 2020

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

1. I have read the information on this Affidavit and I understand such information.
2. The property being transferred is located at 1144 Tebalt Drive, Johns Island, SC, bearing County Tax Map Number 312-02-00-088, was transferred by Grant Myron Nelson TO Grant Myron Nelson and Catherine H. Nelson, on December 2, 2020.
3. Check one of the following: The deed is:
   a. ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   b. ___ subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   c. X EXEMPT from the deed recording fee because #1: Less than $100 consideration. (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item No. 7 of this affidavit.

If exempt under exemption #14, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes ____ or No ____. This realty was purchased with the funds of the principal.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
   a. ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $_____.
   b. ___ The fee is computed on the fair market value of the realty, which is $_____.
   c. ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES ☐ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract agreement between the lien holder and the buyer existing before the transfer.) If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.
6. The DEED Recording Fee is computed as follows:
   a. Place the amount listed in item 4 above here: $0.00
   b. Place the amount listed in item 5 above here: $0.00
      (if no amount listed, place zero here.)
   c. Subtract line 6(b) from line 6(a) and place result here: $0.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: $0.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantee.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SWORN to before me this the 2nd day of December, 2020.

Notary Public
My Commission Expires: 9/18/28
(SEAL)

Grant Myron Nelson
Print or Type Name Here

J. M. MILLIGAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 09/18/2028

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:
WEEKS & IRVINE LLC

RECORDED

Date:	December 18, 2020
Time:	1:21:32 PM

Book	Page	DocType
0945	364	Q/Claim

Michael Miller, Register
Charleston County, SC

MAKER:
NELSON GRANT M

RECIPIENT:
NELSON GRANT M AL

Note:

# of Pages: 4

Recording Fee	$ 15.00
State Fee	<EXEMPT>
County Fee	<EXEMPT>
Extra Pages	$ -
Postage	$ -
Chattel	$ -
TOTAL	**$ 15.00**

DRAWER	Drawer 4
CLERK	SLW

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
Jan 14, 2021
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP RJB
DATE 01/14/2021
31

0945	364	12/18/2020	4
Book	Page	Recorded Date	# Pgs

		D	13:21:32
Original Book	Original Page	Doc Type	Recorded Time

Prepared By:
The Bryan Law Group, LLC
757 Johnnie Dodds Blvd, Ste 200
Mount Pleasant, SC 29464

File #: 22-2444

BP1142021

 # PGS:
5

Return recorded document to:
Butler & College, LLC
501 Belle Hall Parkway, Suite 101
Mount Pleasant, SC 29464

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STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE
GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, THAT **William R. Sosa-Oliver and David R. Oliver** (hereinafter whether singular or Plural "Grantor") in the State aforesaid, for and in consideration of the sum of **NINE HUNDRED SIXTY THOUSAND AND 00/100 Dollars ($960,000.00),** and subject to the Restrictions, Exceptions, and Limitations as set forth hereinafter, if any to the Grantor(s) in hand paid by **Robert E. Liessem, Jr.** (hereinafter whether singular or plural the "Grantee") in the State aforesaid, the receipt of which is hereby acknowledged, have granted bargained sold and released and by these presents does grant, bargin, sell and release unto the said **Robert E. Liessem, Jr.** his heirs and assigns forever in fee simple, the following property, to wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as Lot 149, Phase 4, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference-may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

THIS BEING the same property conveyed to William R. Sosa-Oliver and David R. Oliver by deed of Eastwood Construction Partners, LLC dated September 14, 2020 and recorded October 2, 2020 in the Charleston County Register of Deeds Office in Book 0921, Page 400.

TMS #: 312-02-00-103

Grantee Address: 2892 Claybrook St.
Johns Island, SC 29455

mp-22-8456 KM
Butler & College, LLC
501 Belle Hall Parkway, Suite 101
Mount Pleasant, SC 29464

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned, unto said **Robert E. Liessem, Jr.** and his heirs and assigns forever.

AND Grantor does hereby bind themselves and their heirs, assigns, executors and administrators to warrant and forever defend, all and singular the said premises unto the said **Robert E. Liessem, Jr.**, his heirs assigns and administrators, against Grantor and their heirs and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal this the 15 day of September, 2022.

SIGNED, SEALED AND DELIVERED
IN THE PRESENSE OF:

Witness #1

William R. Sosa-Oliver

Witness #2

David R. Oliver

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this 15 day of September, 2022 by William R. Sosa-Oliver and David R. Oliver.

(SEAL)

Notary Public for South Carolina
My Commission Expires: 01/24/2014

CHARLES S. BRYAN NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. 01-24-2024

STATE OF SOUTH CAROLINA)
) **AFFIDAVIT**
COUNTY OF CHARLESTON)

Date of Transfer of Title
September 19, 2022

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

1. I have read the information on this Affidavit and I understand such information.

2. The property is being transferred by William R. Sosa-Oliver and David R. Oliver TO Robert E. Liessem, Jr. ON 09/19/2022.

3. Check one of the following: The deed is:
(a)__x__ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)_____subject to the deed recording fee as a transfer between a corporation, a partnership or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c)_____EXEMPT from the deed recording fee because (Exemption n/a_) (Explanation, if required: n/a If exempt, please skip items 4-6 and go to Item #7 of this affidavit.

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a)_x___The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $960,000.00
(b)____The fee is computed on the fair market value of the realty, which is n/a
(c)__The fee is computed on the fair market value of the realty as established for property tax purposes which is n/a

5. Check YES_____ or NO_X_ to the following: A lien or encumbrance existed on the land, tenement or realty before the transfer and remained on the land, tenement or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is n/a.

6. The DEED Recording Fee is computed as follows:
(a)$960,000.00 the amount listed in Item #4 above
(b)_____0.00___the amount listed on Item #5 above (no amount, please zero)
(c)$960,000.00 subtract Line 6(b) from Line 6(a) and place the result here.

7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor, Grantee or Legal Representative.

8. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year or both.

SIGNATURE OF GRANTOR, GRANTEE OR LEGAL REPRESENTATIVE

Robert E. Liessem, Jr.
PRINTED NAME

SWORN to before me this
09/19/2022

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/29/2026

Frances Reindollar
NOTARY PUBLIC
My Commission Expires
August 29, 2025
SOUTH CAROLINA

BUTLER & COLLEGE, LLC
501 Belle Hall Parkway, Suite 101
Mount Pleasant, SC 29464
P: (843) 284-8676 F: (877) 279-3433
MP-22-8456KM

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

BUTLER & COLLEGE, LLC (BOX)

RECORDED

Date:	October 7, 2022
Time:	3:30:22 PM

Book	Page	DocType
1142	021	Deed

Michael Miller, Register
Charleston County, SC

MAKER:

OLIVER DAVID R AL

RECIPIENT:

LIESSEM ROBERT E JR

Note:

# of Pages: 5

Recording Fee	$	15.00
State Fee	$	2,496.00
County Fee	$	1,056.00
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	**$**	**3,567.00**

Original Book:

Original Page:

AUDITOR STAMP HERE
RECEIVED From ROD
Dec 19, 2022
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP JBA
DATE 12/20/2022

DRAWER	Drawer 6
CLERK	LAP

1142 Book

021 Page

10/07/2022 Recorded Date

5 # Pgs

Original Book

Original Page

D Doc Type

15:30:22 Recorded Time

The Pflug Law Firm, LLC
P.O. Box 801
Mount Pleasant, SC
29465-0801 22-128

BP1121582

PGS: 4

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

KNOW ALL MEN BY THESE PRESENTS, that I, **KARRIE L. KREAMER,** (hereinafter whether singular or plural the "Grantor") in the State aforesaid, for and in consideration of the sum of **NINE HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS ($975,000.00), and subject to the restrictions, exceptions and limitations as hereinafter set forth,** to the Grantor paid by **MICHAEL JAMES DEMPSEY AND KARI BUKUR,** (hereinafter whether singular or plural the "Grantee") have granted, bargained, sold and released, and, by these presents, do grant, bargain, sell and release unto the said **MICHAEL JAMES DEMPSEY AND KARI BUKUR, as joint tenants with rights of survivorship and not as tenants in common** their Heirs and Assigns, forever, in fee simple, the following described real property, to-wit:

ALL that piece, parcel or lot of land and any improvements thereon, lying and being in the City of Charleston, Charleston County, South Carolina and known and designated as Lot 155, Phase 4, as shown on a plat showing a portion of Swygert's Landing, City of Charleston and bearing the legend, "FINAL SUBDIVISION PLAT OF PHASE 4 SWYGERT'S LANDING PREPARED FOR EASTWOOD CONSTRUCTION, LLC", prepared by Thomas & Hutton Engineering Co., dated May 21, 2019 and recorded at the RMC Office for Charleston County in Plat Book L19 at Pages 0274-0276 on June 26, 2019. For a more complete description of said lot, reference may be had to aforementioned plat, which is incorporated herein and made part and parcel hereof.

This being the same property conveyed to Karrie L. Kreamer by deed of Eastwood Construction, LLC dated July 2, 2020 and recorded July 31, 2020 in the Office of the ROD for Charleston County in Book 0901 at Page 439.

SUBJECT to any and all restrictions, covenants, conditions, easements, rights of way and all other matters affecting subject property of record in the Office of the RMC for Charleston County, South Carolina.

TMS No.: **312-02-00-109**

GRANTEE'S ADDRESS: **1105 Glasson Street**
Johns Island, SC 29455

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

TO HAVE AND TO HOLD all and singular the said premises before mentioned unto the said Grantee(s) **MICHAEL JAMES DEMPSEY AND KARI BUKUR, as joint tenants with rights of survivorship and not as tenants in common** and their Heirs and Assigns forever.

And the Grantor does hereby bind the Grantor and the Grantor's Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Grantee(s) hereinabove named and the Grantees' Heirs and Assigns against the Grantor and the Grantor's Heirs and against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

22-05962LMP
Weeks & Irvine, LLC
873 Orleans Road, Suite 102 1/2, Charleston, SC 29407

WITNESS my hand and seal this ~~5th~~ 29th day of ~~July~~ June in the year of our Lord, Two Thousand and Twenty-Two (2022) and in the Two Hundred Forty-Seventh (247th) year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness No. 1

Witness No. 2

Karrie L. Kreamer

NAMES MUST BE SIGNED EXACTLY AS THEY ARE TYPED

ACKNOWLEDGMENT

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Before me personally appeared Karrie L. Kreamer on this the 29th day of June, 2022 and acknowledged the due execution of the foregoing instrument.

Notary Public

My Commission Expires: 2/1/2031

(SEAL)

JESSICA HEILIG
MY COMMISSION EXPIRES
NOTARY PUBLIC
FEBRUARY 1, 2031
SOUTH CAROLINA

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:
1. I have read the information on this Affidavit and I understand such information.

2. The property located at 1105 Glasson Street, Johns Island, SC 29455, bearing Charleston County Tax Map Number 312-02-00-109, was transferred by Karrie L. Kreamer to Michael James Dempsey and Kari Bukur July 5, 2022.

3. Check one of the following: THE DEED IS:
(a)__x__ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
(b)_____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
(c)_____ EXEMPT from the deed recording fee because:
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked.
(a)__x__ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of $975,000.00.
(b)_____ The fee is computed on the fair market value of the realty which is $_____.
(c)_____ The fee is computed on the fair market value of the realty as established for property tax purposes which is $_____.

5. Check YES_____ or NO__xx____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is $_____.

6. The DEED Recording Fee is computed as follows:
(a)$975,000.00_the amount listed in item 4 above
(b)_____ the amount listed in item 5 above
(c)$975,000.00 Subtract 6(b) from 6(a) and place result.

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is:
$ 3607.50 .

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

9. I understand that a person required to furnish this affidavit who wilfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Michael James Dempsey

Kari Bukur

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

The foregoing instrument was acknowledged before me this 5 day of July, 2022 by Michael James Dempsey and Kari Bukur.

Notary Public for South Carolina
Commission Expires: 1-7-2024

SARAH B PFLUG NOTARY PUBLIC STATE OF SOUTH CAROLINA

RECORDER'S PAGE

NOTE: This page MUST remain with the original document

Filed By:

PFLUG LAW FIRM, LLC

PO BOX 801
MT PLEASANT SC 29465-0801 (BOX)

RECORDED

Date:	July 5, 2022
Time:	2:17:16 PM

Book	Page	DocType
1121	582	Deed

Michael Miller, Register
Charleston County, SC

MAKER:
KREAMER KARRIE L

RECIPIENT:
DEMPSEY MICHAEL J AL

Original Book:

Original Page:

Note:

# of Pages: 4

Recording Fee	$	15.00
State Fee	$	2,535.00
County Fee	$	1,072.50
Extra Pages	$	-
Postage	$	-
Chattel	$	-
TOTAL	**$**	**3,622.50**

DRAWER Drawer 5
CLERK JSW

AUDITOR STAMP HERE
RECEIVED From ROD
Sep 07, 2022
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP JBA
DATE 09/08/2022

1121 — Book
582 — Page
07/05/2022 — Recorded Date
4 — # Pgs

Original Book
Original Page
D — Doc Type
14:17:16 — Recorded Time

Exhibit 7

MLG | McLEOD
LAW GROUP LLC

Direct Dial: 843-277-6655 Email: michael@mcleod-lawgroup.com

June 10, 2021

Via First Class Mail & Email
Dion Matheney
Division President, Eastwood Homes
2265 Clements Ferry Road, Suite 205
Charleston, SC 29492

Re: Eastwood Homes / Swygert's Landing Phase IV Development
New Home Purchase Agreements

Dear Mr. Matheney,

McLeod Law Group, LLC and McCullough Khan, LLC together represent seven (7) Eastwood Homes homebuyers for the Phase 4 portion of Swygert's Landing. Our clients are:

1. Daniel J. O'Grady & Kaitlyn E. Grigoleit
   1102 Tebalt Dr., Johns Island, SC 29455
   Lot 141
   TMS 312-02-00-095

2. Marcel & Patricia Franquelin
   1107 Tebalt Dr., Johns Island, SC 29455
   Lot 143
   TMS 312-02-00-097

3. Louis & Kimberly Glavinos
   1108 Tebalt Dr., Johns Island, SC 29455
   Lot 140
   TMS 312-02-00-094

4. Michelle & Ralph Dawkins
   1120 Tebalt Dr., Johns Island, SC 29455
   Lot 138
   TMS 312-02-00-092

5. Rebecca & Morris White
   1132 Tebalt Dr., Johns Island, SC 29455
   Lot 136
   TMS 312-02-00-090

6. Christopher & LaShonda Raybon
   1126 Tebalt Dr., Johns Island, SC 29455
   Lot 137
   TMS 312-02-00-091

3 Morris Street, Suite A, Charleston, SC 29403
phone: 843.277.6655 · fax: 843.277.6660 · www.mcleod-lawgroup.com

7. Adriana & Michael Martin
   2926 Sarnoff Dr., Johns Island, SC 29455
   Lot 146
   TMS 312-02-00-100

It is our understanding that each of the above-listed homebuyers entered a valid and enforceable fixed-price, new home purchase agreement for the above-listed parcels with Eastwood Homes (Eastwood Construction Partners, LLC, et. al.). Those homes are being built right now for our clients, based on their choices and design selections. It is also our understanding that each of the above-listed homebuyers recently received correspondence and documentation from Eastwood Homes stating Phase 4 of Swygert's Landing "was erroneously left out of the Swygert's Phases 1, 2, and 3 Declaration of Covenants, Conditions and Restrictions by preceding Owner's legal error." Further communication stated that Eastwood would like to terminate these contracts and then offer our clients the ability to re-contract at "current market value" once the issue is resolved. It is also our understanding that Eastwood Homes is currently working to resolve this error regarding the Covenants and Restrictions.

Please note that none of the above-listed homebuyers are in dispute with Eastwood Homes. It appears that the dispute, if any, is between Eastwood Homes and the previous Owner or their legal counsel for the stated "legal error."

The Mission Statement of Eastwood Homes says, "Driven by **integrity** and our core values, we build homes of exceptional value and outstanding craftsmanship while delivering unparalleled customer service."[1] As you know, integrity is the practice of being honest and showing an uncompromising adherence to strong moral and ethical principles and values. A contract is simply a legally enforceable promise or exchange of promises. Integrity means keeping a promise.

Each of the above-listed homebuyers intends to keep their promise, honor the New Home Purchase Agreements entered with Eastwood Homes, and proceed with closing upon completion of their respective homes. Additionally, each of the above-listed homebuyers expects Eastwood Homes to keep its promise and honor the New Home Purchase Agreements entered with our clients. Integrity means keeping the promises made to these homebuyers.

Any error with regard to the Covenants and Restrictions does not nullify the New Home Purchase Agreements or give rise to a right of termination of them on behalf of Eastwood Homes.

Please let us know what, if anything, is needed from these homebuyers as Eastwood works to correct the legal error made by the previous owner. To the degree necessary, please accept this letter as written notice of your right to cure the problem with the Covenants pursuant to Paragraph 18 of the New Home Purchase Agreements. Our clients have agreed to provide you with the time reasonably needed to correct the stated "legal error." Please let us know how much time Eastwood reasonably needs and where Eastwood stands in the process. Your documentation states that it will take "4 months or more to legally resolve." Clearly, some of our clients are expecting to close soon and this is not welcomed news. Despite such, they value the lots and the houses they have selected and designed which are under contract and being built and they are willing to wait. However, some of our clients are not expected to close until well after your projected timeline for a resolution and therefore, they should not be affected at all. Again, all of our clients are willing to cooperate as needed to fix this problem.

[1] https://www.eastwoodhomes.com/our-company/our-history

If you have any questions or would like to discuss this matter further, please feel free to call or email. We would be happy to arrange a conference between Mr. Khan, myself, and any necessary stakeholders or decision-makers. We look forward to working with you on this important matter.

With kind regards, I am,

Sincerely,

Michael Thomas Cooper, Esq.
McLeod Law Group, LLC

McCullough Khan, LLC
Jamie A. Khan, Esq.
Ross A. Appel, Esq.
359 King Street, Suite 200
Charleston, SC 29401
P: (843)937-0705

ROA 000875

cc: Mark Weeks, Esq.
Closing Attorney
Weeks & Irvine, LLC

Derek Dean
Attorney for Swygert's Landing HOA
Simmons & Dean, Attorneys at Law

Chris Day
Registered Agent
Eastwood Construction Partners, LLC d/b/a Eastwood Homes

Jill Bagwell, Sales Manager
Via Email Only

Exhibit 8

ELECTRONICALLY FILED - 2021 May 11 4:10 PM - BERKELEY - COMMON PLEAS - CASE#2021CP0801025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	CASE NO.: 2021-CP-08-_____
Richard G. Button, Jr. and MaSheilla C. Button,	)	
Plaintiff,	)	
v.	)	**SUMMONS** (Jury Trial Demanded)
Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC,	)	
Defendant.	)	

TO THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscribers, Rosen Hagood, LLC, at their offices at 151 Meeting Street, Suite 400, Charleston, South Carolina 29401, within thirty (30) days of the service hereof, exclusive of the day of such service.

YOU ARE HEREBY GIVEN NOTICE FURTHER that, if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, judgment by default will be rendered against you for the relief demanded in the Complaint.

[SIGNATURE BLOCK ON FOLLOWING PAGE]

ROSEN HAGOOD, LLC

By: *s/Elizabeth F. Nicholson*

James A. Bruorton, IV
Elizabeth F. Nicholson
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726
enicholson@rosenhagood.com

ATTORNEY(S) FOR PLAINTIFF

Charleston, South Carolina
May 11, 2021

ROA 000879

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ELECTRONICALLY FILED - 2021 May 11 4:10 PM - BERKELEY - COMMON PLEAS - CASE#2021CP0801025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	CASE NO.: 2021-CP-08-_____
Richard G. Button, Jr., and MaSheilla C. Button,	)	
Plaintiff,	)	
v.	)	**COMPLAINT** (Jury Trial Demanded)
Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes of Columbia, LLC,	)	
Defendant.	)	

The Plaintiffs, Richard G. Button and MaSheilla C. Button ("Plaintiffs"), complaining of defendant, Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes of Columbia, LLC ("Eastwood" or "Defendant"), would respectfully show unto this court:

1. The Plaintiffs are citizens and residents of the State of South Carolina.

2. Upon information and belief, Eastwood is a corporation organized and existing pursuant to the laws of the State of South Carolina and does business in Berkeley County, South Carolina.

3. This Court has jurisdiction and venue over the parties and claims which are hereinafter set forth in this Complaint in that the action relates to a New Home Purchase Agreement for real estate located in the County of Berkeley, State of South Carolina, and the Defendant is a business, citizen, and/or resident of the State of South Carolina, County of Berkeley.

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FACTS

4. On or about August 18, 2020, Plaintiffs entered into a New Home Purchase Agreement ("Contract") with the Defendant whereby the Defendant agreed to sell the lot located at 351 Parish Farms Drive, Summerville, SC 29486 to Plaintiffs and construct the residence on the lot ("Property") for and in consideration of the sum of $383,930.00 and pursuant to the terms of the Contract, a copy of which is attached hereto as Exhibit A and incorporated herein by express reference.

5. Plaintiffs provided, in good faith, an earnest money check in the amount of $3,500.00 to be held in escrow until closing.

6. Plaintiffs further provided, in good faith, certain binder monies in the amount of $3,769.00.

7. Plaintiffs and Defendant were in communication regularly regarding the progress of the construction on the Property, and Plaintiffs expended time and effort to plan the specifics of the residence and in tracking the progress of the construction.

8. Pursuant to the Contract, the closing was to take place upon the completion of construction at a time to be established by the Defendant's Closing Coordinator.

9. Ameris Bank issued approval to Plaintiffs for financing in the amount of Four Hundred Thousand ($400,000.00) Dollars, sufficient financing to satisfy any contingency in the contract of August 18, 2020, and Plaintiffs provided the notification of loan approval to Defendant.

10. On or about April 21, 2021, Dion Matheney, on behalf of Defendant, issued a letter to Plaintiffs terminating the contracted stating that Plaintiffs "have not fulfilled the obligations you agreed to on the contract" and cites "item 13" of the August 18, 2020, Contract. The termination letter is attached hereto as Exhibit B and incorporated herein by express reference.

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11. Item 13 of the Contract states:

> 13. **Buyer's Loan Application and Approval**: Buyer will make an application for a loan within five (5) days. ***Buyer will take no action after the signing of the contract to not make loan application or act in any way which will impair Buyer's ability to qualify for and obtain a Conventional loan.*** Any such action shall constitute a material breach of this contract and a forfeiture of all binder monies paid. Buyer authorizes Seller a limited power of attorney to obtain continuing updates from Buyer's lender and loan officer ("lender representatives") regarding Buyer's loan application and Buyer's progress towards satisfaction of all loan conditions to enable Buyer to close by the Closing Date. Buyer expressly authorizes Seller to communicate with Buyer's lender representatives to effectuate the limited power of attorney granted without need for further authorization being provided to lender representatives. Seller agrees to convey the property described above to the Buyer upon the closing of the loan and the payment of the purchase price as described herein. Time is of the essence in this contract. Conveyance shall be by Special Warranty Deed. Closing shall be upon completion, which is estimated by Seller to be on or about **120 days from start of construction.**

12. Plaintiffs have satisfied all conditions precedent in accordance with the Contract including, but not limited to, the conditions set forth in Item 13.

13. Without legal justification, Defendant has terminated the Contract as set forth in the letter attached as Exhibit B.

14. As set forth in the termination letter, Defendant placed the Property back on the market for sale effective immediately.

15. Upon information and belief, Defendant is attempting to terminate the Contract and sell the Property at a higher price because the lumber prices and real estate market have risen drastically since the execution of the Contract between Plaintiffs and Defendant.

16. Defendant terminated the contract and placed the Property back on the real estate market in breach of the Contract.

17. As a direct and proximate result of Defendant's termination and placement of the Property back on the real estate market, Plaintiffs have suffered and will continue to suffer

damages including, but not limited to, loss of income and opportunities, extra costs and expenses, and attorney's fees and costs.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

18. The above Paragraphs are reasserted and realleged as if restated herein verbatim.

19. Plaintiffs and Defendant entered into the Contract attached hereto as Exhibit A.

20. Plaintiffs performed all of their obligations in accordance with the Contract.

21. In breach of the Contract, Defendant has terminated the Contract without legal or contractual justification and refuses to perform its obligations in accordance with the Contract.

22. As a direct and proximate result of Defendant's breach, Plaintiffs are entitled to recover damages including, but not limited to, loss of income and opportunities, extra costs and expenses, attorney's fees and costs, and any other relief the Court deems just and proper.

FOR A SECOND CAUSE OF ACTION
(Specific Performance)

23. The above Paragraphs are reasserted and realleged as if restated herein verbatim.

24. Plaintiffs have performed all of their obligations pursuant to the terms of the Contract and stand ready and willing to close on the Contract and remit the contractual selling price to Defendant.

25. Defendant entered into the Contract with Plaintiffs, and Defendant refuses to perform its obligations under the Contract.

26. Plaintiffs seek an order of this Court for the Defendant to specifically perform the Contract to sell the Property to Plaintiffs plus all costs, fees, and damages proximately caused by the delay and breach of the Contract by the Defendant.

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27. Plaintiffs pray for an immediate order of this Court for the specific performance by the Defendant of the Contract and for the assessment of damages, costs, and fees incurred by Plaintiffs.

FOR A THIRD CAUSE OF ACTION
(Unfair Trade Practices)

28. The above Paragraphs are reasserted and realleged as if restated herein verbatim.

29. The aforementioned conduct on the part of Defendant constitutes unfair and deceptive acts and practices in the conduct of trade and commerce in violation of S.C. Code Ann. § 39-5-10, *et seq*.

30. Defendant's conduct complained of herein has a substantial impact on the public interest and has a potential for repetition.

31. Defendant willfully and knowingly engaged in the aforesaid unfair and deceptive practices.

32. As a direct and proximate result of the aforementioned unfair and deceptive acts and practices, Plaintiffs have been damaged as alleged above.

33. Based upon the foregoing unfair and deceptive acts and practices, Plaintiffs are informed and believe that they are entitled to judgment against Defendant for actual damages, treble damages, and attorneys fees and costs incurred in pursuing this matter.

WHEREFORE, Plaintiffs pray this Court for judgment against Defendant for specific performance on the attached Contract, for actual, special, and punitive damages in an amount to be determined by the jury, for their reasonable costs and attorney's fees, and for such other and further relief as this Court my deem just and proper.

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ELECTRONICALLY FILED - 2021 May 11 4:10 PM - BERKELEY - COMMON PLEAS - CASE#2021CP0801025

ROSEN HAGOOD, LLC

By: *s/Elizabeth F. Nicholson*

James A. Bruorton, IV
Elizabeth F. Nicholson
151 Meeting Street, Suite 400
Charleston, SC 29401
(843) 577-6726
enicholson@rosenhagood.com

ATTORNEY(S) FOR PLAINTIFF

Charleston, South Carolina
May 11, 2021

ELECTRONICALLY FILED - 2022 Jan 07 3:13 PM - BERKELEY - COMMON PLEAS - CASE#2021CP0801025

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	)	
Richard G. Button, Jr. and MaSheilla C. Button,	)	C/A No. 2021-CP-08-01025
Plaintiffs,	)	
vs.	)	**MOTION FOR SUMMARY JUDGMENT**
Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC,	)	
Defendant.	)	

YOU WILL PLEASE TAKE NOTICE that the Defendant Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC moves for summary judgment on the basis that the parties agreed to limit damages in their contract and that the Defendant has tendered these damages to the Plaintiffs.

This dispute concerns the purchase of a home. Plaintiffs Richard and MaSheilla Button entered a contract to purchase a home from Eastwood. The contract was entered before the home was built. The contract contained provisions for the Buttons to cancel as well as the damages for cancellation. The contract also contained terms relating to Eastwood's cancellation and the resulting damages from such a cancellation. A copy of the contract is attached as Exhibit A to the Complaint and as Exhibit A to this motion.

A dispute arose between the parties, and Eastwood cancelled the contract. In particular, Eastwood cancelled the contract based upon the Plaintiff's abusive and harassing behavior as well as the Plaintiff's demands for concessions. As part of that cancellation, Eastwood refunded all deposits made by the buyers as well as $100.00 liquidated damages. Paragraph 25 of the contract

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specifies that Eastwood can cancel the contract for abusive or harassing behavior by the purchaser. Paragraph 26 gives the seller the option to cancel prior to closing as follows:

> **Seller Option to Cancel Prior to Closing**: If for any reason, a bona fide dispute should arise between the Buyer and Seller, in Seller's sole judgment, prior to Closing, and if such bona fide dispute cannot be resolved to their mutual satisfaction then Seller at its sole option may terminate this Agreement by written notice to the Buyer prior to Closing. If Seller terminates this Agreement, Seller shall return to Buyer all deposits, whether refundable or not, and pay the Buyer an additional amount of $100.00, as liquidated damages in the event the Seller cancellation constitutes a default under this agreement. Buyer agrees that such sum is a fair determination of Buyer's damages in the event such cancellation constitutes a default by the Seller hereunder, being that actual damages are difficult to assess. Buyer shall have no other rights or remedies should the Seller exercise such right of cancellation prior to closing.

Based upon its cancellation of the contract, Eastwood refunded the entire deposit as well as $100.00 as liquidated damages to the Buttons. Nevertheless, the Buttons brought this lawsuit.

South Carolina Law enforces damage limitations in contracts as long as they are not unconscionable. *See Gladden v. Boykin*, 402 S.C. 140, 739 S.E.2d 882 (2013) attached as Exhibit B to this motion. In *Gladden v. Boykin*, a home inspector contracted with a home purchaser to inspect a house. The contract contained a limitation of damages for any wrongful inspection. The contract limited the damages recoverable under it to the fees paid for the inspection. The Circuit Court enforced the contractual limitation of a refund of fees. On appeal the South Carolina Supreme Court enforced the contract finding it was an appropriate limitation on damages.

Likewise, the Buttons' contract indicates that, "If Seller terminates this Agreement, Seller shall return to Buyer all deposits, whether refundable or not, and pay the Buyer an additional amount of $100.00, as liquidated damages in the event the Seller cancellation constitutes a default under this agreement." Therefore, even if Eastwood is in default under the agreement by cancelling the contract, it has complied with the contractual provisions by refunding all monies to

the Buttons as well as $100.00 in a similar fashion to the contractual limitation enforced by the Supreme Court in the *Gladden v. Boykin* case.

As a result, Eastwood is entitled to summary judgment in this case.

This motion will be supplemented with excerpts from the depositions of Plaintiffs as well as a more detailed memorandum.

Respectfully submitted,

By: s/James Edward Bradley
James Edward Bradley, SC Bar # 66130
Moore Bradley Myers Law Firm, P.A.
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160
ward@mbmlawsc.com
Attorney for Defendant

West Columbia, South Carolina
January 7, 2022

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Lot/Block 126
Subdivision Carnes Crossroads

Eastwood Homes New Home Purchase Agreement

THIS CONTRACT, made and entered into this **August 18, 2020** between Eastwood Homes (herein referred to as Seller) and **Richard G. Button Jr., MaSheilla C. Button** hereinafter called Buyer(s). This Agreement cannot be assigned or transferred without the written consent of Seller. The date of sale is the date that Buyer(s) signed this agreement.

WITNESSETH:

That the parties hereto, in exchange for the mutual covenants herein contained, contract and agree with the other as follows:

1. **The Property**: Seller shall sell to Buyer and Buyer shall purchase from Seller all that parcel of land located in **Berkeley** County, **SC** known as Lot **126** in **Carnes Crossroads** Subdivision which Seller agrees to construct a house as shown on a map or plat thereof which is recorded in the Register of Deeds/Mesne Conveyances/Clerk of Court's Office, according to the Seller's plans and specifications. Seller covenants with Buyer that said plans and specifications meet FHA/VA/HUD requirements for a loan thereon, house to be completed according to said specifications and closed following final inspection (if applicable). The Plan Number/Name is **7502 AnsonElevation - Car Front Load Garage** and is built at street address **351 Parish Farms Drive Summerville SC29486**together with all improvements thereon and appurtenances thereto (collectively, the "Property").

2. **Authority**: If two or more persons are named as Buyers within this Agreement herein, and after both Buyers execute this New Home Purchase Agreement, any one of them is thereafter authorized to act as agent for the other, with the right and authority to bind all persons named as Buyer, including in modifications to this Agreement and all subsequent Addendums thereto. Hence, the term 'Buyer' shall have the same meaning as 'Buyers' (plural) throughout this Agreement.

3. **Recorded Map Review:** Buyer has reviewed the recorded plat map for The Property; which shows page and plat book number **O-232P**

4. **Cooperating Broker/Agent:** This New Home Purchase Agreement has _____ has not __X__ been executed with a licensed Realtor in accordance with Eastwood Homes' Cooperating Broker Policy. All Eastwood Homes Sales Specialists ("Sales Representative(s)") are Employees of the Seller and only represent Eastwood Homes' interests. If Buyer has a Realtor agent representing his/her/their interests in this New Home Purchase the Buyer agrees to the following: The Buyer agency form will be signed prior to the original Purchase Agreement, which will detail the cooperating Broker/Agent's name, office, license number and contact information and the Realtor Compensation Addendum will be completed to disclose all compensation to be paid Buyer's agent at closing. Eastwood Homes does not offer Buyer's agents. Furthermore, Sales Representatives, who are compensated by Seller are required to provide Seller with important Buyer information (i.e. personal, financial or other information) that would assist Seller in the sale of the Property.

5. **Occupancy Disclosure:**

__X__ Buyer agrees that the Property is being purchased as a principal occupancy for a primary residence. Buyer also agrees the Property is not being purchased for rental purposes and that no such indicator such as "for rent" signage may be placed upon the Property or advertised within twelve (12) months after closing. Buyer understands that Seller has entered into this agreement on the basis of this representation and this provision survives the closing.

_____ Buyer is purchasing this home as a non-owner occupied and/or investment property and Seller agrees that there will be no holding period placed on the Property. In order to exercise this option a $_____earnest money binder must accompany this Agreement. With investment property, Buyer is aware that Seller will only respond to warranty concerns communicated by the title owners of the home.

6. **No Other Contracts or Documents**: Seller and Buyer agree that all contracts for the purchase of an Eastwood Home must be issued by Eastwood Homes. No other contracts or documents will be accepted, unless they are issued by Eastwood Homes. All correspondence will be facilitated through your Eastwood Homes New Home Specialist (Sales Representative).

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Buyer is prohibited from recording this Agreement or similar memorandum or pleading, and any attempted recordation shall be declared, at Seller's option, a default by Buyer entitling Seller to exercise all of its remedies at law and/or equity.

7. **No Oral Commitments:** ALL statements or representations for which the Seller is to be responsible MUST be in writing within the Eastwood Homes New Home Purchase Agreement ("Purchase Agreement") or Addendum thereto, and properly executed by Buyer and Seller. ***Buyer agrees that no Sales Representative or other Seller agent has the authority to make any statements which would modify, amend, change, alter, cancel or supplement this written Purchase Agreement or Addendum(s) thereto, unless statements are in writing and properly executed by Buyer and Seller.***

8. **Materials Used and Selected:** Buyer agrees that all materials used in the construction of said house upon the above-described real property, shall be chosen from the Seller's suppliers. Seller reserves the right to substitute "like kind" materials at its sole discretion. Color and other design selections, where applicable, must be completed within ten (10) calendar days of date of sale and within normal business hours. No changes can be made to color selections once signed without a $250.00 nonrefundable change order processing fee. If selections are not completed, Seller may proceed with their own color selections. No changes can be made to the house after ten (10) calendar days after date of sale.

The Parties further agree Seller makes no representation or warranty to Buyer, beyond providing a municipally issued certificate of occupancy certifying each home as acceptable for habitation by each municipality, regarding the existence, presence or absence, of any radon, formaldehyde, toxic materials, hazardous materials or any other substance within any home, water supply, or on any property which is regulated, in whole or in part, by the Occupational Safety and Health Administration or other state or federal agency.

9. **Lot Premiums and Community Development:** Some of the properties in this community have lot premiums set by Seller. Premiums are determined by a variety of factors and generally define the desirability of a particular lot when compared to other lots in the community or in a geographic area. Premiums do not necessarily indicate a lot with a better view, privacy, topography, lot size or that has any other distinguishing feature. If Buyer purchases a lot perceived as having privacy or a desirable view, Buyer is aware that the privacy or view from the desired lot today is not guaranteed and Seller makes no representations or warranties about the scope or extent of any view or privacy now or in the future. Buyer understands that existing views or privacy may be altered or impaired by future construction by Seller, by other developers, by growth of vegetation and/or trees, by fences and/or by other factors not presently known. Further, Property adjacent to or surrounding the Buyer's Property, which is not owned by Seller, is understood to not be within Seller's control. In addition, the materials, features and amenities described and depicted in the marketing and promotion materials observed by or furnished to Buyer(s) are based upon current development plans, which are subject to change without notice. No guarantee is made that features amenities and facilities depicted by renderings or other description will be provided, or if provided, will be of the same type, size or nature as described.

10. **Plans, Drawings, Renderings, Website:** Buyer understands and agrees that the size of the Property, the location of sidewalks and driveways, landscaping, drainage patterns, topography, and other similar characteristics will differ from the model home plans, sales brochures, drawings, renderings or any website which Buyer may have examined. Total square footage and/or room size(s) may vary from renderings, sales brochures, blue prints or model home plans. Purchase price may vary depending on lot selection, floor plan selection, options or other Buyer requests. Seller owns all intellectual property rights for its plans, drawings, renderings, name, logo, website and other advertising, and no license is granted or conveyed to Buyer by this Agreement for use of Seller intellectual property. All homes are available on an equal opportunity basis.

11. **Seller Paid Closing Costs, Concessions, Prepaids and Prorations:** Buyer agrees to use best efforts to procure a loan or perform a cash closing to purchase the Property within the agreed time frames and consistent with this Agreement's requirements. Seller and Lender will pay, as separate consideration for waiver of paragraph 30 warranties, up to **$4,000.00** from Seller and/or lender toward the following closing costs associated with closing a first mortgage only, *provided Buyer utilizes a Seller approved or preferred lender and Seller's designated attorney*. These approved closing costs include loan origination, underwriting and/or processing fee(s), appraisal, credit report, buy down funds and sales price concessions, flood certification, attorney's fee(s), title and recording fee(s), title binder and insurance, courier fees, survey, and state tax/stamp fees/tax impounds/Grantor/Grantee taxes.

Buyer will pay all prepaids, FHA insurance premium, VA funding fees, private mortgage insurance and discount points, if required by the loan. Taxes are prorated as of date of closing. Buyer agrees to pay all state tax/stamp fees/Grantor/Grantee

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taxes. Buyer agrees to reimburse or pay Seller for costs of the survey which is provided to Buyer at closing, and which shall enable Buyer to obtain title insurance. Seller, in its sole discretion, may approve application of closing cost assistance to Buyer identified closing costs, prepaids, HOA fees and other closing expenses. At and after closing, Buyer is responsible for Homeowners Association ("HOA") dues and capitalization fees. Such fees are paid at closing, where applicable. Estimated HOA Dues are ***$65.66****per month and the estimated Capitalization Fee is* ***$212.00****. HOA operations and services are provided by a third party which Eastwood Homes does not own/operate; therefore, HOA fees may change without notice and Buyer holds Seller harmless regarding estimated HOA and Capitalization fees.*

12. **Binder Payment:** Buyer agrees to pay to the Seller the sum of **$3,500.00** as a non-refundable binder/earnest money deposit ("Binder"), and an additional non-refundable deposit of on or before and to be applied to the purchase price of **$383,930.00** of the hereinbefore described real property and the improvements constructed thereon, plus any additions for change orders as may be shown on any addendum which may be attached. Binder money will be placed in an interest-bearing escrow account and Eastwood Homes will retain all interest earned. Cash will not be accepted.

In the event Buyer has not paid the binder funds specified in this paragraph, or in any binder Addendum(s) attached hereto, within thirty (30) days from the date of sale, and/or within thirty (30) days from the date of executed binder Addendum(s), or, Buyer has not provided reasonable written evidence within thirty (30) days from contract to Seller from Buyer's lender evidencing Buyer's ability to borrow sufficient funds or proof of funds to close the sale of house and lot, that in either event, the Seller has certain rights. Seller shall have the absolute right to: 1) cancel this contract and retain earnest monies; or 2) maintain the contract in full force and effect and increase the purchase price of the house and lot one percent (1%), or, 3) maintain the contract in full force and effect and increase the purchase price of the house and lot to that which Eastwood Homes is charging for a comparable house and lot on the thirtieth (30th) day after the date of sale and/or within thirty (30) days from the date of executed binder addendum, or, 4) Seller can assess late fees to Buyer of $100.00 per day, and in which case an Interest Carry Addendum will be executed and agreed anticipated Interest Carry Costs will be paid to Seller, which payment are nonrefundable and are not part of the purchase price.

Binder, and other transaction monies paid, are nonrefundable upon Buyer, or Buyer's agent, furnishing a lender preapproval letter (or other evidence of financing acceptable to Seller) to Seller. Upon Seller's receipt of the Buyer's lender's preapproval letter Seller shall, in reliance upon Buyer's compliance with all preapproval letter or financing terms, begin or continue construction of Buyer's home and add Buyer selected options to the home as contracted for. The Seller, in addition to the binder money, shall retain the right to pursue all other remedies in law and equity for noncompliance with paragraphs 12 and 13.

13. **Buyer's Loan Application and Approval:** Buyer will make an application for a loan **within five (5) days**. ***Buyer will take no action after the signing of the contract to not make loan application or act in any way which will impair Buyer's ability to qualify for and obtain a Conventional loan.*** Any such action shall constitute a material breach of this contract and a forfeiture of all binder monies paid. Buyer authorizes Seller a limited power of attorney to obtain continuing updates from Buyer's lender and loan officer ("lender representatives") regarding Buyer's loan application and Buyer's progress towards satisfaction of all loan conditions to enable Buyer to close by the Closing Date. Buyer expressly authorizes Seller to communicate with Buyer's lender representatives to effectuate the limited power of attorney granted without need for further authorization being provided to lender representatives. Seller agrees to convey the property described above to the Buyer upon the closing of the loan and the payment of the purchase price as described herein. Time is of the essence in this contract. Conveyance shall be by Special Warranty Deed. Closing shall be upon completion, which is estimated by Seller to be on or about **120 days from start of construction**.

14. **Design Center/Selection Appointments:** Buyer agrees to schedule an appointment with the Seller's Design and Selection Representative within seven (7) calendar days of date of sale. In the event Buyer does not schedule or attend this appointment, Seller at its sole discretion may terminate this Agreement and retain any binder monies held or Seller shall select from its list of standard options. Buyer agree he/she/they shall be required to provide additional nonrefundable deposits in accordance with the Design Center Addendum.

15. **Pre-Closing Orientation:** The pre-closing orientation date and time will be arranged for Buyer and must take place with the Buyer and Eastwood Homes' Builder. All construction meetings and walk-through orientations must be scheduled and take place during normal business hours. Buyer agrees that under no circumstance shall construction of the home stop due to Buyer's inability to attend any construction meetings, orientations or pre-closing appointment(s).

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16. **Access to Property Before Closing:** Buyer shall be provided access to the property only with prior reasonable notice to their New Home Sales Specialist or Builder and only when accompanied by an authorized representative of Eastwood Homes. Buyer otherwise is prohibited access of any type prior to closing. Buyer realizes and acknowledges that entry upon the Property prior to closing can be dangerous and that hazards may exist which are not observable; Buyer waives any and all claims against Seller for injury or loss to person or property and Buyer shall hold harmless and indemnify Seller from and against injury, loss, damage or expense to any person or to any Property arising out of any entry on the property prior to closing. Buyer may not perform or contract any work to be performed on the property for any reason until after closing. Only the Seller is authorized to alter, change, or construct on the Property until the closing occurs.

17. **Date and Conditions of Closing:** Upon completion by the Seller as required by this contract, the Buyer will close the purchase. **Any other closing dates in this contract are for the purpose of estimated dates only.** Failure by the Buyer to close the purchase shall constitute a default under the terms of this Agreement and shall result in the Seller declaring the Buyer in default and authorizes Seller to exercise all remedies available at law or equity.

Closing dates and times will be established by the Eastwood Homes Closing Coordinator. Seller will provide advance notice of the closing date to Buyer, however, once a time and date have been set Seller will not be able to make any changes. In the event the closing date is missed due to inability to obtain financing or otherwise on the Buyer's behalf, Seller shall have the absolute right to avail itself of paragraph 12 rights regarding cancellation, purchase price increases, or late fees

Closing will occur at the following approved attorney's office: **Weeks and Irvine 567 Crowfield Blvd. Goose Creek, SC 29445**

Electric, gas and water utilities ("utilities") will be set by Eastwood Homes. Buyer shall have utility services transferred to his/her/their name no later than the day after closing. Eastwood assumes no responsibility for interrupted service if the agreed transfer does not occur as agreed.

The proration of property taxes will be based on the actual taxes from the previous year on the above referenced property and will usually be provided by the governing municipal entity. The parties acknowledge that the prior year tax rolls may include the property within a larger tract of land, in which case the individual lot value must be prorated from the tax value applicable to the larger tract. The Closing Attorney and Buyer's Lender ("Closing Staff"), pursuant to lending regulations, are required to obtain tax information at least a week in advance of closing. Accordingly, the undersigned hereby agree that the prorations of taxes on the Closing Disclosure and/or settlement statement are final, even in the rare instance where a governing municipal entity provides incorrect tax proration information or provides for reassessment, revaluation, or makes tax changes which were not available to Closing Staff at the time of closing and even where Closing Staff could have used a different methodology to prorate taxes. Buyer understands that certain municipal entities require an application be completed to receive reduced tax treatment for newly purchased property. Failure to apply for reduced tax treatment after closing may increase escrows and taxes due. Buyer further understands that certain municipalities require an application to be submitted by Buyer to obtain a more favorable tax treatment for the property from the municipality. Please inquire with Closing Staff regarding the application process that applies for your property.

At closing Buyer will receive a survey. If that survey demonstrates the community developer or Seller previously installed a fence, retaining wall or other fixture which adjoins or extends from any adjacent property onto Buyer(s) property, Buyer(s) understand and agree that Buyer(s) may have a shared responsibility to maintain, care for, and share in any cost of future replacement. Accordingly, any questions regarding the contents of the survey should be addressed to the Closing Attorney.

18. **Seller's Right to Cure**: Buyer agrees to provide Seller with five (5) business days' notice, in writing and prior to the established closing date, of any alleged defects or perceived violation by Seller of this Agreement. Seller shall have ten (10) calendar days to cure the perceived defect or violation prior to closing, and Buyer agrees the closing date will accordingly be adjusted in the sole discretion of Seller. If Buyer fails to abide by this section Seller shall have the right to exercise all remedies as detailed in paragraph 17.

19. **Closing Attorney:** The closing will be at the office of the Seller approved closing attorney(s). If the Buyer desires to

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employ an attorney to represent his/her interests, he/she may do so at his/her own expense. However, in all instances, the closing will occur at the office of Seller's attorney.

20. **Termite Treatment Certification:** Seller agrees to furnish proof to Buyer by letter from a licensed pest control firm that the foundation/house has been treated for termites and other wood destroying organisms.

21. **Affiliated Business Disclosure:** Buyer acknowledges receipt of a copy of a Notice required by the Federal Real Estate Settlement Procedures Act and Regulation X (RESPA Notice) disclosing Eastwood Homes' interest in a title insurance agency, Cardinal Title Center, LLC and the existence of a preferred lender relationship (only applicable for federally-backed mortgage loans requiring a Settlement Statement or Closing Disclosure).

22. **Affiliated Business Election:** Buyer understands and requests the following (check all applicable):

- [X] Buyer requests that title insurance business be referred to Cardinal Title Center, LLC,and/ or Investors Title and the closing attorney be notified accordingly. Buyer requests title insurance reissue credit at closing. Buyer understands that Buyer can contact Cardinal Title Center, LLC at 1-866-772-2297 or Investors Title at 770-781-3000 to obtain or provide additional information concerning title insurance. Buyer further understands that the Lender, if any, requires mortgage loan title insurance and the Lender's policy does not provide Owner's coverage to protect Buyer's equity. Buyer requests Owner's coverage for the purchase price amount.
- [ ] Buyer requests my title insurance business be referred to _____Please instruct the closing attorney accordingly.
- [ ] Buyer requests that the lending business to be referred to Seller's approved or preferred lender(s) and that the closing attorney be notified accordingly. Information regarding Seller's preferred lender(s) is/are available from a Sales Representative.

23. **Documents Expressly Made Part of Contract:** Buyer acknowledges receipt of certain documents, either at or after date of sale, which are properly executed by the Seller and Buyer, which include, but are not limited to, detailing standard specifications, riders, contingencies, and other addendums ("documents"); all of which may be added during construction, and contain other contractual obligations which are incorporated herein by reference and are expressly made a part of this contract.

24. **Entire Agreement of Buyer and Seller:** The parties acknowledge and agree this contract and any properly executed documents attached hereto or attached at a later date, shall represent the entire agreement with respect to its contents and that all prior agreements and correspondence between the parties are totally superseded by the contents hereof, nor may the contents of any prior draft or agreement or other correspondence be used to interpret the intention of the parties with respect to the terms and conditions herein contained. This contract can only be modified in writing, signed and dated by both Buyer and authorized agent of Seller.

25. **Buyer in Default; Seller Remedies:** Buyer(s) shall be in default if Buyer(s) fail to make full and timely settlement under the terms and conditions set out in this contract. In the event of default the binder money may be retained by the Seller as liquidated damages and not as a penalty, in which event Buyer and Seller shall be relieved from further liability under this contract. In the alternative, and in Seller's sole discretion, Seller may retain the binder as payment of damages and pursue such other and further legal and/or equitable remedies the Seller may have by reason of the Buyer's breach or default. In the event of a breach of this Agreement by Seller, Buyer may recover the deposit, however, in no event will Seller be liable for consequential damages or for damages or delays and Buyer hereby releases and waives any claims for such damages.

Buyer acknowledges and agrees that Seller will utilize Seller's standard construction and contract administration processes and procedures in constructing the property and in otherwise performing this New Home Purchase Agreement, including Seller providing notices by email to Buyer. ***The Seller's process may include completion of a prequalification form with a Seller approved lender which Seller will evaluate to confirm Buyer(s) ability to close on the Property*** Buyer(s) agree that he/she/they shall be in default of this Agreement if Buyer engages in specific acts or a course of dealing which materially disrupts Seller's standard and customary construction and contract administration processes and procedures,

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which includes the Buyer, without limitation: failing to make choices or take other actions required of Buyer within indicated time frames; refusing to work with designated Seller representatives to accomplish certain aspects of the Agreement, interfering with Seller and Seller's agents performance of the Agreement, engaging in an abusive, harassing, threatening or in an otherwise offensive manner towards Seller and/or Seller's agents, unreasonably withholding acceptance or approval of work which complies with plans and specifications, or any other acts which have the affect of delaying construction, increasing Seller's cost of performance or otherwise unreasonably impeding Seller's performance.

26. **Seller Option to Cancel Prior to Closing:** If for any reason, a bona fide dispute should arise between the Buyer and Seller, in Seller's sole judgment, prior to Closing, and if such bona fide dispute cannot be resolved to their mutual satisfaction then Seller at its sole option may terminate this Agreement by written notice to the Buyer prior to Closing. If Seller terminates this Agreement, Seller shall return to Buyer all deposits, whether refundable or not, and pay the Buyer an additional amount of $100.00, as liquidated damages in the event the Seller cancellation constitutes a default under this agreement. Buyer agrees that such sum is a fair determination of Buyer's damages in the event such cancellation constitutes a default by the Seller hereunder, being that actual damages are difficult to assess. Buyer shall have no other rights or remedies should the Seller exercise such right of cancellation prior to closing.

27. **Notice of Warranty Requests; Dispute Resolution Where Seller Does Not Cancel Prior to Closing; Social Media; Marketing Authorization:** Eastwood Homes reputation for excellence has been hard-earned over decades of quality homebuilding and includes providing every homeowner a home warranty and a reliable home warranty process. With the advent of social media home warranty claims are sometimes made outside the Eastwood Homes warranty process, which complicates Seller's ability to provide follow-up service. Accordingly, any warranty claim or dispute between the parties remains confidential and is hereafter not subject to disclosure other than between the parties. Buyers (and Buyer's agents) therefore agree they shall not make or encourage others to make any public statement, through any medium (including Facebook, Yelp, Twitter, or other social media sites whether existing at the time of contract or not) that is intended to, or reasonably could be foreseen to, be false, misleading, libelous or defamatory or be an unauthorized use of Eastwood Homes intellectual property, seek a non-contracted for benefit or otherwise be designed to falsely embarrass, criticize, malign, harass or be otherwise obscene, vulgar or inappropriate regarding Eastwood Homes or its employees. Eastwood Homes has specifically negotiated this provision and has further developed rules of use for various social mediums and its website designed to encourage constructive feedback by its valued customers. To effectuate this section, Seller is hereby authorized by Buyer, and Buyer hereby grants to Seller, an irrevocable limited power of attorney which survives closing which authorizes Seller to remove, or require removal, of content posted in violation of this section from any source, provider, ISP, or social media or website. Further, many states request or require parties to take preliminary steps before any claim or controversy proceeds. Towards that end, if any disputes, including within the first year of your warranty, arise prior to, during, or after closing, initial dispute inquiries should be initially directed to the following areas, according to the agreed process:

Step 1: For construction and warranty issues Buyer agrees to contact the local Division office *in writing* and identify the construction/warranty issue so the matter can reviewed by Seller, see www.eastwoodhomes.com; and

Step 2: For any further matters in which Buyer is unsatisfied, Buyer agrees to contact the Eastwood Corporate Office at (704) 399-4663 and request to speak with the claims administration representative prior to taking any action or making any claim.

Buyer hereby grant to Eastwood Homes or its authorized agents irrevocable authority to utilize our name(s), photograph, likeness, voice, biographical and personal background information, statements or related Buyer-related marketing materials in any medium or embodiment now known or hereafter developed as Eastwood Homes may deem appropriate from time to time, all without additional compensation or notice to me.

28. **Risk of Loss:** If Between the date of this Agreement and the Closing, the house is damaged by fire, natural disaster or other causality, the risk of loss to the home is assumed by the Seller, but without any obligation to repair or replace the same, except if the Seller elects to repair or replace the improvements. If Seller so elects to repair or replace the improvements, this Agreement shall remain in full force and effect and Seller shall be given a reasonable amount of time within to complete such repairs and replacements. If Seller elects not to repair or replace such improvements, Seller shall give written notice to the Buyer and this agreement shall be deemed canceled and Seller shall refund all deposits.

29. **Home and Consumer Product Warranties:** Prior to Buyer's closing, Buyer agrees he/she/they has/have been given

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and has/have read the Eastwood Homes Warranty Program's new home warranty booklet ("Home Warranty") that governs Buyer's rights regarding warranty coverage. Seller and Buyer agree to be bound by all of the terms, conditions and exclusions of the Home Warranty. Buyer understands the Home Warranty is not an insurance policy and Buyer waives for him/herself, and/ or on behalf of anyone acquiring rights through Buyer, all subrogation or other rights for claims for repair or loss against Seller. The Home Warranty automatically transfers to the subsequent owner of the home; however such transfer does not extend any warranty coverage period.

Consumer products are excluded from coverage under the Home Warranty and pursuant to the Magnuson-Moss Warranty Act (15 USC § 2301, et seq.) Buyer is hereby assigned by Seller, effective after closing, all rights in any consumer product warranties of any consumer products installed in or upon Buyer's property. Seller shall not be liable for any damage to a consumer product or for any damage caused by a consumer project installed in or upon the property. If the consumer product malfunctions/is defective, Buyer will follow the procedures in the applicable manufacturer's warranty documents.

30. **Waiver of Other Warranties:** TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PROPERTY, INCLUDING BUT NOT LIMITED TO STATUTORY AND IMPLIED WARRANTIES SUCH AS WARRANTIES OF QUALITY OR FITNESS FOR USE OR PARTICULAR PURPOSE, HABITABILITY, WARRANTIES OF CONSTRUCTION IN GOOD AND WORKMANLIKE MANNER, AND ALL OTHERS, WITHOUT LIMITATION, ARE HEREBY DISCLAIMED BY SELLER AND WAIVED BY BUYER. IN EXCHANGE FOR THIS AGREEMENT BUYER HAS RECEIVED THE SEPARATE CONSIDERATION IN PARAGRAPH 11.

31. **Privacy Policy and Sharing of Consumer Information**. Eastwood Homes does not collect or retain social security numbers. All other communications or materials you provide to us, whether received online, electronically, in person or otherwise collected by or submitted to us, including any data, questions, comments, suggestions or the like, is, and will be treated as, non-confidential and non-proprietary. Anything you submit, transmit or post becomes the property of Eastwood Homes ("Eastwood") and may be used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, market research, development of prospect lists, project planning, broadcast, posting and marketing, among other things, as permitted by law. We may disclose nonpublic personal information detailed above about you (either as an existing or former customer) to financial service providers affiliated with Eastwood, such as mortgage bankers and insurance agents, retailers and direct marketers, pest control companies, multiple listing service and as part of the closing process. We may also disclose nonpublic personal information about you to nonaffiliated third parties only as required by law (i.e. to process transactions, maintain accounts, respond to court orders and legal investigations, or report to credit bureaus, if applicable). After closing Eastwood will not share nonpublic information with nonaffiliates except as required by a legal authority, state or federal agency, or by subpoena or other Court order.

32. **Special Provisions (including listing of all Addendums):**

Specifications
RESPA
Option Addendum

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EXECUTION

By signing below, Buyer and Seller agree to be bound by all of the provisions of the Purchase Agreement. This Purchase Agreement shall not become binding upon Seller unless and until it is signed by the Division President, Vice President of Sales, Sales Manager, or other authorized Officer of Seller. Acceptance and deposit of a check prior to this Purchase Agreement being binding on Seller shall be done solely for the security of such payment. If this Purchase Agreement is not signed within ten (10) business days from the date on page one (1), then Seller can refund any payments made by the Buyer without interest and neither Seller nor Buyer shall have any liability hereunder.

Eastwood Construction Partners, LLC /f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes or Eastwood Homes of Raleigh, LLC or Eastwood Homes of Richmond, LLC or Eastwood Homes of Georgia, LLC & Eastwood Homes of Columbia, LLC or their Affiliates d/b/a Eastwood Homes.

DocuSigned by:
Richard Button Jr. 8/18/2020
Date

DocuSigned by:
MaSheilla Button 8/18/2020
Date

DocuSigned by:
Jean Rettig 8/18/2020
Date

DocuSigned by:
Dion Mahoney 8/19/2020
Date

(Valid only when executed by Officer of Corporation)

Rev. 4.17.2020

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Eastwood Homes Loan Lock Policy

I understand that Eastwood Homes will not be responsible for any loan locks that are done without the written permission from Eastwood Homes Charleston division president. All requests are to be made on this rider following directions listed below. *If you lock a loan in without a signed request from Eastwood Homes, you do so at your own risk.*

Sign below to verify I understand the "loan lock" policy.

DocuSigned by:
x Richard Button Jr. 8/18/2020
7D5FA4E... Buyer Date

DocuSigned by:
x MaSheilla Button /8/18/2020
...1D20380E2743A... Buyer Date

x _____ / _____
Real Estate Agent Date (if applicable)

Loan Lock Request

Today's Date 08/18/2020

Customer Name Richard G. Button Jr., MaSheilla C. Button

Community/Lot# Carnes Crossroads / 126

Mortgage Company Ameris Bank

Lock Term Requested _____ (date lock valid till)

Return Fax Number _____

Eastwood Homes Response

Approved as requested Yes or No

If "no" term approved _____ (date EH will approve)

Signed By/Date _____

Send Request to Eastwoods Main Office @ Fax # (843) – 856 -9167
3/9/2012

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ACH Binder Money Addendum

Community: **Carnes Crossroads** Lot / Block: **126/08**

Buyer(s): **Richard G. Button Jr./MaSheilla C. Button**

Richard G. Button Jr., MaSheilla C. Button **Date:** 8/18/2020 Routing# 061000052
Account# 000156582570

1726 Manassas Drive, Charleston, SC 29414

Pay to the Order of: Eastwood Homes $3,500.00

In the amount of: Three Thousand Five Hundred & 00/100 **Bank Name:** Bank of America

Memo: CR - Carnes Crossroads / 126 Signature DocuSigned by: Richard Button Jr. 7D5FA4E2DA354C2...

I agree to an ACH withdrawal from Eastwood Homes as stated above .

DocuSigned by: Richard Button Jr. 7D5FA4E2DA354C2...
Buyer Signature 8/18/2020 Date

DocuSigned by: MaSheilla Button 85C1237388E3415...
Co-Buyer Signature 8/18/2020 Date

DocuSign Envelope ID: A795B7F2-E448-42BD-A562-698F085E0CF5

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Appraisal Notice and Addendum

Community:**Carnes Crossroads** Lot/Block: **126**

Customer Name: **Richard G. Button Jr.**

Date: **August 18, 2020**

Background on Appraisals

The value given your home by a home appraisal has changed in recent years due to governmental regulations. These regulations have changed how the home appraisal process works and what can be counted as "value" in your new home appraisal. An appraisers opinion of "Value" is very important because the "Value" provided by the appraiser must meet or exceed the contract purchase price of your new home, to include any options, upgrades or additions, in order for you to receive financing and close. An appraiser is independent and is likely unfamiliar with the home style and community you are purchasing in. If the appraiser is familiar with your community your appraisal should be an easy process; however, if the appraiser is unfamiliar with your community, your home style, or the right "Value" to attach to your options, upgrades and additions, the appraiser may not "value" your home correctly.

For example, Eastwood Homes has observed "comparable" homes that some appraisers choose can create variances in an appraiser's opinion of "Value." Most variances are due to an appraiser not using a correct value for new construction "options," "upgrades," and "additions." Additionally, appraisers do not assign any value to appliances such as refrigerators, washer and dryers, and blinds. Therefore, this disclosure is intended to assist Buyer(s) on how to manage appraisal "Value" during the purchase of your new home. Eastwood Homes has helpful tips, pointers and advice we will share with you throughout the home buying process. Our focus is using our experience to make your home purchase as free of surprises as possible.

Our Appraisal Process is Designed to Help

During the process of selecting your Eastwood Home we will informally evaluate the options, upgrades and additions you select in an effort to determine if there is a potential for any appraisal "Value" issues. If the potential exists we will discuss this with you and propose any combination of the four (4) options as follows:

1. At contract and options selections stage Eastwood Homes will identify, in its sole discretion, if options, upgrades or additions made are in excess of what similar houses recently sold have included, and if your home selections are in excess of what similar houses have included you agree to pay the cost, as an option deposit, for all options which are identified as in excess of what similar homes have included.
2. Continue with the existing selections you have made and, if the appraisal is lower than the sales price, you agree to pay the difference up to the exact amount quoted. Eastwood Homes will not require you to pay any variance beyond the potential shortfall quoted in writing.
3. Delete some specific luxury "LIKE" use options or upgrades that are listed above to meet the quoted exact amount of potential variance and continue with your remaining selections.
4. Prior to placing your home on "start," cancel your contract and receive a full refund of binder funds.

Your Agreement to Work With Us Regarding Appraisals

Buyer(s) acknowledge receipt of the Appraisal Notice and Addendum and agree to cooperate with Eastwood Homes in navigating the Appraisal Process. Buyer(s) agree to collaborate with Eastwood Homes in identifying and completing option(s) designed to increase appraisal values as described within this Disclosure, to include having any lender perform a plans and specifications appraisal. Further, and most importantly, if Eastwood Homes believes the appraisal value will be below the contracted sales price, Buyer(s) agrees to provide an additional nonrefundable option deposit equal to the difference between the sales price and the Eastwood Homes estimated appraised value or Buyer(s) agree to a reduction in closing cost assistance to account for the difference in appraised value - and close as scheduled by Eastwood Homes. On the basis of Buyer(s) promise, upon which Eastwood Homes relies, Eastwood Homes agrees to continue with the construction of Buyer(s) home. Any reappraisal shall be be at Buyer(s) sole financial responsibility. This Agreement in no way modifies the contracted purchase price or otherwise amends any other provision of the Eastwood Homes New Home Purchase Agreement.

Buyer Signature: DocuSigned by: Richard Button Jr. Date: 8/18/2020

Co-Buyer Signature: DocuSigned by: Ana Sluvilla Button Date: 8/18/2020

NHS Signature: DocuSigned by: Jean Ketty Date: 8/18/2020

Executive Officer: Dion Mahoney Date: 8/19/2020

5/2013

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Authorization of Walk Through

Buyer Name: **Richard G. Button Jr., MaSheilla C. Button** Date: **August 18, 2020**

Lot / Block: **126 / 08**

Community: **Carnes Crossroads**

In reference to the above mentioned property, also known as **351 Parish Farms Drive** Buyer(s) **Richard G. Button Jr., MaSheilla C. Button** assigns and authorizes TBD to complete a pre-settlement, walk through, final walk through and sign off on their behalf. Any items represented and agreed upon by the Seller at the Pre-Settlement Walk Through and signed off on are considered the only items to be completed prior to closing.

Any additional warrantable items that arise after the Pre-Settlement Walk Through may be added to the follow-up Walk Through, typically 30 to 60 days after closing.

Buyer: DocuSigned by: Richard Button Jr. Date: 8/18/2020

Buyer: DocuSigned by: MaSheilla Button 5C1D30380C2743A... Date: 8/18/2020

NHS: DocuSigned by: Jean Rettig E202AF8F81D6455... Date: 8/18/2020

Executive Officer: DocuSigned by: Dion Matheney 0D3525801755430... Date: 8/19/2020

DocuSign Envelope ID: A79B87E2-E448-428D-A962-698F085D0CF5

Lot/Block 126
Subdivision Carnes Crossroads

Amendment to Eastwood Homes New Home Purchase Agreement
Interest Carry and/or Redraw Fees

Buyer(s): Richard G. Button Jr., MaSheilla C. Button

Date of Execution: August 18, 2020

Buyer and Seller previously entered into an Agreement, which is referenced, incorporated and attached hereto, (the Eastwood Homes New Home Purchase Agreement) in which Buyer agreed to purchase certain Property from Seller. Seller and Purchaser mutually agree to amend that Agreement as follows:

☐ **EXTENSION OF CLOSING DATE IN EXCHANGE FOR PAYMENT OF NONREFUNDABLE INTEREST CARRY AND/OR REDRAW FEES**

Under Paragraph 17 of the Agreement the closing date was to have occurred on or before n/a 20 n/a. Seller and Buyer mutually agree to amend the Agreement and extend the closing date to on or before n/a 20 n/a. Time is of the essence with respect to the closing date as extended.

Buyer(s) shall pay Seller, as partial consideration for this Amendment, a total nonrefundable Interest Carry of $ n/a which shall be effective from the original closing date through and including the extended closing data. Further, at Closing, if any redraw fees are charged, Buyer(s) understand and agree all redraw fees, or similar, are payable solely by Buyer(s) at Closing. If Buyer(s) are unable to close by the extended closing date for any reason, all deposits within the Eastwood New Home Purchase Agreement shall be deemed automatically nonrefundable and payable exclusively to Seller without further need for execution of any Mutual Release or other Agreement(s) by any Party.

☒ **OTHER**

If buyer pushes closing outside confirmed closing month, buyer could be charged $1,000 per month for delaying closing.

Except as set forth in this Amendment, all terms and provisions of the original Eastwood Homes New Home Purchase Agreement @%& / */) 1 ./ 8 %force and effect.

Buyer DocuSigned by: Richard Button Jr. Buyer DocuSigned by: MaSheilla Button

Company Officer Don Mahaney

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AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE PURSUANT TO THE FEDERAL REAL ESTATE SETTLEMENT PROCEDURES ACT AND REGULATION X

RESPA Notice

This is to give you notice that Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes and affiliates, Eastwood Homes of Raleigh, LLC, and Eastwood Homes of Columbia, LLC have an affiliated business relationship with Cardinal Title Center, LLC, a Title Insurance agency ('title insurer' or 'CTC') in which it owns a 22.22% ownership interest. Investors Title Insurance Company, which is the title insurance underwriter for CTC, has a 32.27% ownership interest in CTC. CTC is managed by Investors Title Management Services (ITMS), which is affiliated with ITIC through common ownership. For more information about these companies, please visit the agency website at www.cardinaltitlecenter.com. Because of these relationships, this referral may provide Owner, ITIC and/or ITMS a financial or other benefit. Additionally, Eastwood has preferred or approved lender relationships with certain mortgage brokers and/or lenders ("Approved Lenders") in each of its markets, which may entitle Eastwood Homes and/or borrower to receive a lender credit or closing credit at your closing. Likewise, Eastwood has an affiliated business arrangement with Glick & Alfred Insurance, LLC ("Insurance Broker") to facilitate Eastwood's customers to obtain insurance for closing. Because of the relationships, referrals may provide a financial or other benefit to Eastwood Homes.

Further, and by example, Eastwood may agree to provide certain closing cost assistance in the New Home Purchase Agreement, and in doing so Eastwood Homes may utilize, in its sole discretion, any lender credits or lender closing cost assistance to fulfill the amount of closing costs assistance identified. Further details regarding Approved Lenders, including contact information and similar information, is provided at contracting, and by signing below Purchaser(s) acknowledge receipt of the identity of Approved Lenders, as well as this RESPA Notice and all disclosures contained herein.

You are NOT required to use CTC, an Approved or Preferred Lender or Insurance Brokeras a condition for settlement of your loan on the subject property. Further, the choice of a broker or lender or Insurance Broker not affiliated with the Seller will not affect any other concessions or discounts separately offered to the borrower for the purchase of the home, other than the incentive offered to borrower for the use of an Approved or Preferred Lender. All Seller discounts which condition the use of an Approved Lender are associated with bona fide discount points and/or closing costs associated with your loan, and will not affect other concessions or discounts offered as authorized under federal or state loan programs. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE, LENDERS, INSURANCE BROKERS AND/OR OTHER PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND BEST RATE FOR SERVICES.

Eastwood Home's intent is that buyers receive efficient service and competitive pricing for title insurance, homeowner's insurance, and lender backed loans. This includes providing economics of service through using a centralized title insurance company and/or lender(s) as well as providing title insurance reissue credit (a form of discount on title insurance charges) to buyers so their closings costs are minimized. Affiliated business relationships can provide appreciable value to consumers and help streamline purchasing a home.

Estimate of Title Insurance Charges – NORTH CAROLINA

Amount of Insurance	Estimated Charges*
Up to $250,000	Up to $547
$250,000 - $500,000	$547 - $1024
$500,000 - $750,000	$1024 - $1,337
$750,000 - $1,000,000	$1,337 - $1,649

Estimate of Title Insurance Charges – SOUTH CAROLINA

Amount of Insurance	Estimated Charges*
Up to $250,000	Up to $745
$250,000 - $500,000	$745 - $1,270
$500,000 - $750,000	$1,270 - $1,720
$750,000 - $1,000,000	$1,720 - $2,170

**Additional charges may apply for the simultaneous issuance of an Owner's And Lender's Policy and/or issuance of certain endorsements.*

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ACKNOWLEDGEMENT

I/we have read this disclosure form. I/we understand that Eastwood Homes is referring me/us to Approved or Preferred Lenders, Insurance Broker,and/or Cardinal Title Center, LLC and that Eastwood Homes has disclosed they may receive a financial or other benefit as a result of this referral, or may utilize financial benefits received to fulfill New Home Purchase Agreement terms and conditions.

DocuSigned by:
Richard Button Jr.
7D5FA4E2DA364E2...
Buyer

8/18/2020
Date

DocuSigned by:
MaSheilla Button
6C1030380E2743A...
Buyer

8/18/2020
Date

DocuSign Envelope ID: A795B7E2-E448-42BD-A562-698F085E0CF5

Non-Construction Option Request Addendum

CR - Carnes Crossroads

Customer : Richard Button Jr., MaSheilla Button
Sales Agent : Jean Rettig
Address : 351 Parish Farms Drive
Contract Date : 8/18/2020 3:05:09PM
Summerville, SC 29486
Primary Phone for Contract : 678-520-3272
Floor Plan : 7502 Anson **Lot :** 126 **Block :** 08
Work Phone :
Elevation: Elevation A - 2 Car Front Load Garage
Phase : Phase 1

Incentive Explanation

Stipulation Num	Date Entered	Stipulation Text
1	08/18/2020 12:00AM	Buyer to receive $1,000 Hometown Hero Incentive at time of contract.
2	08/18/2020 12:00AM	Buyer to receive $6,000 Design Incentive credit from seller to be applied at design appointment

Other

Stipulation Num	Date Entered	Stipulation Text
3	08/18/2020 12:00AM	Seller to install 4' closed top fence with one gate prior to closing. Fence will come from the back corners of the house to the property line, down the property line, and across back property line. Buyer will have the option to add a gate(s) a buyer's cost and will not pay a change order fee.

DocuSigned by:
Jean Rettig
Sales Representative — 8/18/2020 Date

DocuSigned by:
Richard Button Jr.
Buyer — 8/18/2020 Date

DocuSigned by:
Dion Mathuney
Authorized Seller Representative — 8/19/2020 Date

DocuSigned by:
MaSheilla Button
Buyer — 8/18/2020 Date

The sales representative is not an authorized officer of the Seller and cannot make a binding contract on behalf of Seller.

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Eastwood Homes

Option Addendum

Sales Agent Jean Rettig — **Date** 08/18/2020

Customer Richard G. Button Jr., MaSheilla C. Button — **Contract Date** 08/18/2020

Address 1726 Manassas Drive — **Lot Swing** RIGHT

Subdivision CR - Carnes Crossroac — **Floor Plan** 7502 Anson — **Elevation** Elevation A - 2 Car Front Load Garage

Lot 126 — **Block** 08 — **Phase** Phase 1 — **Address** 351 Parish Farms Drive

Current Status of Home

Community

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Division - Charleston	AAAABACA	Standard	$0.00	0.00
1.00	35CR - Carnes Crossroads	ASA___BC	Standard	$0.00	0.00
1.00	Nonstructural Adjustment Hometown Hero	AZA___DA	Finance	-$1,000.00	-1,000.00

Elevation

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Elevation A - 2 Car Front Load Garage	BAABDAAA	Finance	$2,000.00	2,000.00

Foundation

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Foundation - Raised Monо Slab	CAACAMGA	Standard	$0.00	0.00

Structural

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	2 Garage Doors ILO 1	DANDSGAA	Standard	$0.00	0.00
1.00	Loft with 2 Bedrooms and Bath	DAPDYLXA	Finance	$21,850.00	21,850.00
1.00	Luxury Master Shower	DAVDGJGA	Finance	$2,180.00	2,180.00
1.00	5 FT Shower ILO Tub - Bath 2	DAYAMVGA	Finance	$1,920.00	1,920.00
1.00	Tray Ceiling - Foyer	DDZDDPCA	Finance	$540.00	540.00
1.00	Tray Ceiling - Master Bedroom	DDZDDVLA	Finance	$650.00	650.00
1.00	Screen Porch ILO Std Patio or Dock - Full Screen - Aluminum	DKADCACA	Finance	$7,500.00	7,500.00
1.00	Single Window - Bedroom 5 - 3050	DSCFFPPA	Finance	$300.00	300.00

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Eastwood Homes

Option Addendum

Sales Agent Jean Rettig — **Date** 08/18/2020

Customer Richard G. Button Jr., MaSheilla C. Button — **Contract Date** 08/18/2020

Address 1726 Manassas Drive — **Lot Swing** RIGHT

Subdivision CR - Carnos Crossroac — **Floor Plan** 7502 Anson — **Elevation** Elevation A - 2 Car Front Load Garage

Lot 126 — **Block** 08 — **Phase** Phase 1 — **Address** 351 Parish Farms Drive

Exterior Finish

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Architectural Shingles	EAAAB ZAA	Standard	$0.00	0.00
1.00	Radiant Roof Barrier	EAMAB ZAA	Standard	$0.00	0.00
1.00	Fiber Cement Siding - Primed	EBGEAJAA	Standard	$0.00	0.00
1.00	Garage Door - 2 Garage Doors ILO 1 - Carriage with Glass Panels	EGBDSGDA	Standard	$0.00	0.00
1.00	Garage Door Glass Window Trim - 2 Garage Doors ILO 1 - Carriage	EGHDSGBA	Standard	$0.00	0.00
1.00	Garage Door Decorative Hardware - 2 Garage Doors ILO 1	EGJDSGAA	Standard	$0.00	0.00
1.00	Gutters	EJAEGMAA	Standard	$0.00	0.00
1.00	Exterior Color Selections - Fiber Cement Siding	EVC___GA	Standard	$0.00	0.00

Windows and Doors

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Decorative 3080 Front Door 1	FACFAJDA	Standard	$0.00	0.00
1.00	Grids Between Glass Windows	FLAABZAA	Standard	$0.00	0.00

HVAC

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	HVAC System - 14 SEER - Gas	GAAABZBA	Standard	$0.00	0.00

Electrical

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	LED Disc Light Package - Kitchen	HACABZAA	Standard	$0.00	0.00
1.00	Ceiling Fan Prewire - Family Room	HZCADXAA	Standard	$0.00	0.00
1.00	Ceiling Fan Prewire - Master Bedroom	HZCAHNAA	Standard	$0.00	0.00
1.00	Ceiling Fan Prewire - Bedroom 2	HZCAIFAA	Standard	$0.00	0.00
1.00	Ceiling Fan Prewire - Bedroom 3	HZCAIOAA	Standard	$0.00	0.00
1.00	USB Outlet	HZL___AA	Standard	$0.00	0.00

Low Voltage

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Low Voltage - Std Smart Home Package	JBA___AA	Standard	$0.00	0.00
1.00	Low Voltage - Std ONQ SW Panel 6 Lines	JBA___GA	Standard	$0.00	0.00

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Eastwood Homes

Option Addendum

Sales Agent Jean Rettig **Date** 08/18/2020

Customer Richard G. Button Jr., MaSheilla C. Button **Contract Date** 08/18/2020

Address 1726 Manassas Drive **Lot Swing** RIGHT

Subdivision CR - Carnes Crossroac **Floor Plan** 7502 Anson **Elevation** Elevation A - 2 Car Front Load Garage

Lot 126 **Block** 08 **Phase** Phase 1 **Address** 351 Parish Farms Drive

Plumbing

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Kitchen Faucet - Pullout - Camerist - Chrome	KAAABZBB	Standard	$0.00	0.00
1.00	Bath Faucet Package - Eva 4 IN Spread - Chrome	KBAGAMCA	Standard	$0.00	0.00
1.00	Water Heater - Tankless - 3 Baths or Less - Level 1	KXAABZCA	Standard	$0.00	0.00

Cabinets

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Cabinets - Kitchen - 42 IN Wall Cabinets - Level 1	MAAMCMBA	Standard	$0.00	0.00
1.00	Cabinets - Standard Island - Level 1	MAHMFMAA	Standard	$0.00	0.00
1.00	Cabinets - Master Bath - Standard Vanity - Level 1	MCAAKQAA	Standard	$0.00	0.00
1.00	Cabinets - Bath 2 - Level 1	MHAAMVAA	Standard	$0.00	0.00

Countertops

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Bathroom Countertops - Master Bath - Marble - Level 1	NAAAKQBA	Standard	$0.00	0.00
1.00	Bathroom Countertops - Bath 2 - Marble - Level 1	NAAAMVBA	Standard	$0.00	0.00
1.00	Countertops - Kitchen - Granite - Level 1	NMAABZBA	Standard	$0.00	0.00
1.00	Countertops - Standard Island - Granite - Level 1	NMBMFMBA	Standard	$0.00	0.00

Interior Finishes

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Colonial Trim - Level 1	PANPABBA	Standard	$0.00	0.00
1.00	Interior Doors - Base - 2 Panel	PARPAAAA	Standard	$0.00	0.00
1.00	Cased Windows - Colonial Trim	PBAPABBA	Standard	$0.00	0.00
1.00	Drywall - Std 2 Car Garage	PRMDAJAA	Standard	$0.00	0.00

Paint

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Paint - Single Batch Color - Shell White	QAAABZAA	Standard	$0.00	0.00

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Eastwood Homes

Option Addendum

Sales Agent Jean Rettig **Date** 08/18/2020

Customer Richard G. Button Jr., MaSheilla C. Button **Contract Date** 08/18/2020

Address 1726 Manassas Drive **Lot Swing** RIGHT

Subdivision CR - Carnes Crossroac **Floor Plan** 7502 Anson **Elevation** Elevation A - 2 Car Front Load Garage

Lot 126 **Block** 08 **Phase** Phase 1 **Address** 351 Parish Farms Drive

Light Fixtures

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	House Light Fixture Package - Level 2 - Brushed Nickel	RAARAMBB	Standard	$0.00	0.00
1.00	Bath Light Fixture Package - Level 2 - Chrome	RBARBMBA	Standard	$0.00	0.00
1.00	Bedroom Light Fixture Package - Brushed Nickel	RCADAHAB	Standard	$0.00	0.00

Interior and Exterior Hardware

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Dead Bolt Garage Entry	SAEAXYAA	Standard	$0.00	0.00
1.00	Interior Door Hardware - Schlage J Series - Corona - Nickel	SAJABZCB	Standard	$0.00	0.00

Flooring

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Flooring - Foyer - Vinyl Plank - EVP - Level 1	TAAAADDF	Standard	$0.00	0.00
1.00	Flooring - Kitchen - Vinyl Plank - EVP - Level 1	TAAABZDF	Standard	$0.00	0.00
1.00	Flooring - Family Room - Vinyl Plank - EVP - Level 1	TAAADXDF	Standard	$0.00	0.00
1.00	Flooring - Garage Entry - Vinyl Plank - EVP - Level 1	TAAAENDF	Standard	$0.00	0.00
1.00	Flooring - Hall - 1st FL - Vinyl Plank - EVP - Level 1	TAAAFYDF	Standard	$0.00	0.00
1.00	Flooring - Hall - Master Bedroom - Vinyl Plank - EVP - Level 1	TAAAHBDF	Standard	$0.00	0.00
1.00	Flooring - Master Bedroom - Carpet - Level 1	TAAAHNBA	Standard	$0.00	0.00
1.00	Flooring - Master Bedroom - Carpet Pad - Level 1	TAAAHNFA	Standard	$0.00	0.00
1.00	Flooring - Master Walk In Closet - Carpet - Level 1	TAAAHWBA	Standard	$0.00	0.00
1.00	Flooring - Master Walk In Closet - Carpet Pad - Level 1	TAAAHWFA	Standard	$0.00	0.00
1.00	Flooring - Bedroom 2 - Carpet - Level 1	TAAAIFBA	Standard	$0.00	0.00
1.00	Flooring - Bedroom 2 - Carpet Pad - Level 1	TAAAIFFA	Standard	$0.00	0.00
1.00	Flooring - Bedroom 3 - Carpet - Level 1	TAAAIOBA	Standard	$0.00	0.00
1.00	Flooring - Bedroom 3 - Carpet Pad - Level 1	TAAAIOFA	Standard	$0.00	0.00
1.00	Flooring - Master Bath - Tile - Level 1	TAAAKQEA	Standard	$0.00	0.00
1.00	Flooring - Bath 2 - Tile - Level 1	TAAAMVEA	Standard	$0.00	0.00
1.00	Flooring - Laundry Room - Tile - Level 1	TAAAQQEA	Standard	$0.00	0.00

Tub and Shower Surrounds - Wall Tile

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Tile Bath Surround - Master Bath - Level 1	VAAAKQAA	Standard	$0.00	0.00

* Continued on Next Page *

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Eastwood Homes

Option Addendum

Sales Agent Jean Rettig **Date** 08/18/2020

Customer Richard G. Button Jr., MaSheilla C. Button **Contract Date** 08/18/2020

Address 1726 Manassas Drive **Lot Swing** RIGHT

Subdivision CR - Carnes Crossroac **Floor Plan** 7502 Anson **Elevation** Elevation A - 2 Car Front Load Garage

Lot 126 **Block** 08 **Phase** Phase 1 **Address** 351 Parish Farms Drive

Appliances

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	GE Range - Electric - Level 3 - Stainless	XAMXBCBI	Standard	$0.00	0.00
1.00	GE Microwave - Over Range - Level 2 - Stainless	XASXFGKG	Standard	$0.00	0.00
1.00	GE Dishwasher - Front Control - Level 2 - Stainless	XAVXFCDG	Standard	$0.00	0.00

Landscaping

Qty	Description	Option Code	Type	Unit Price $	Total Price
1.00	Irrigation System - 2 Zone	YMA___BA	Standard	$0.00	0.00

Contract Summary

Base Price $	$325,990	Earnest Money Deposit	$0
Lot Premium $	$22,000	Other Deposits	$0
Option Total $	$36,940		
Incentive $	$(1,000)	**Total Deposits**	$0
Total Sale Price	$383,930	Due At Close	$383,930
Loan Amount			
Lender	Ameris Bank		

I/we acknowledge a full review of all Options that are available at this time. All selections are final at the start of construction. Any changes may be subject to an additional charge.

DocuSigned by: Richard Button Jr. 8/18/2020
Buyer — Date

DocuSigned by: MaSheilla Button 8/18/2020
Co-Buyer — Date

DocuSigned by: Jean Rettig 8/18/2020
New Home Specialist — Date

DocuSigned by: Dion Mahoney 8/19/2020
Executive Officer — Date

Printed By: Jean Rettig

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Structural Option Review Acknowledgment

Contract Date: **August 18, 2020**

Buyer (s) Name: **Richard G. Button Jr., MaSheilla C. Button**

Lot / Block: **126 / 08**

Community: **Carnes Crossroads**

Plan Number: **7502 Anson**

The Buyer/Buyers acknowledge all available structural options on the Plan Available Options Report for the plan listed above have been presented for buyers review at time of contract.

DocuSigned by:

Buyer: Richard Button Jr. Date: 8/18/2020

Buyer: MaSheilla Button Date: 8/18/2020

NHS: Jean Rettig Date: 8/18/2020

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PRIVATE HOME INSPECTION AGREEMENT

Dear **Richard G. Button Jr., MaSheilla C. Button**

Congratulations on the purchase of your Eastwood Home! At Eastwood Homes we are committed to building you a quality home at a great value. As we have discussed with you, your home goes through numerous quality control inspections throughout your home's construction, to include with your Builder and the local Department of Building Code Enforcement. Your home is carefully inspected for proper construction of all structural (footings, foundation, structural concrete slabs and framing) as well as all mechanical components (plumbing, heating, air conditioning and electrical). Your home will not be accepted as properly constructed until the local Department of Building Code Enforcement provides a "Certificate of Occupancy." At Eastwood Homes we will not close your home until you have received the Certificate of Occupancy so you can have confidence your home was finished in compliance with strict quality building standards.

Some Purchasers elect to hire a Private Home Inspector ("Inspector") to provide advice at or prior to the Pre-Drywall Orientation or the Pre-Settlement Orientation. Although Eastwood Homes feels that hiring an Inspector is an unnecessary expense, we do permit the hiring of an Inspector so long as the Inspector and each Purchaser(s) agree with the following:

1. The Inspector must be accredited or certified by a nationally recognized Home Inspection Organization;
2. The Inspector must carry a $1,000,000 General Liability insurance policy which covers the Inspector and Purchaser(s) in the event a personal injury or other damage were to occur during the private inspection process **(a copy of the declarations page is to be returned with this signed Agreement);**
3. The Inspector must abide by all applicable rules, regulations and legal requirements, including all OSHA standards, just like any other site contractor;
4. The Purchaser(s) must notify your Builder at least seven (7) days in advance of any proposed inspection to provide proper lead time to coordinate the appropriate phase, scheduled date and time that is most appropriate for granting access by the Builder, which Builder shall decide in Builder's sole discretion;
5. All Inspections must be completed prior to the Pre-Settlement Orientation;
6. The Inspector agrees to review any findings, suggestions or comments with Builder prior to leaving the home post inspection, so any construction or code questions can be resolved. It is important to note that licensed code officers control whether Certificates of Occupancy can be granted for a home. Hence, any inconsistencies between Inspector findings and code officer requirements will be resolved in accordance with code officer requirements, as certificates of occupancy will not be issued absent meeting code officer requirements;
7. Cumulatively, Inspectors will be prepared to discuss their findings, if any, such that Eastwood Homes and/or the code officer's requirements can be evaluated thoroughly and acted upon in Eastwood Home's sole discretion;
8. Any Change Orders resulting from an Inspection will be properly noted and the appropriate Contract Addendum(s) will be completed immediately, so the Builder can meet the targeted building schedule; and
9. Purchaser(s) and Inspectors hold harmless, indemnify, and otherwise hold harmless in all respects Eastwood Homes, from any damage, claim, injury, or other cause of action arising from this Agreement. Purchaser(s) and Inspector will exhaust any claims against Inspector's General Liability Insurance arising from any injury or damage which occurs. Any Inspector who enters upon any home site without having executed this Agreement shall be deemed a trespasser, not a business invitee.

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We, the undersigned, acknowledge and agree we have read the Private Inspection Agreement and will abide by its requirements. Further, as the Inspector, I/we have provided the General Liability Insurance Declaration Page required and I/we agree to assume the risk of any injury, damage or claim arising from the home site to be inspected.

DocuSigned by:
Richard Button Jr.
7E55A4E2DA354E2...
Purchaser — 8/18/2020 Date

DocuSigned by:
MaSheilla Button
[illegible]20980E2743A...
Purchaser — 8/18/2020 Date

Inspector — Date

DocuSigned by:
Dion Matheney
0D352583A755130...
Executive Officer, Eastwood Homes — 8/19/2020 Date

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Design Center Addendum

Buyer(s): Richard G. Button Jr.,
MaSheilla C. Button

Community / Lot: CR - Carnes Crossroads 126

Contact #: 678-520-3272

NHS: Jean Rettig

Design Appointment Date: September 08, 2020

Design Appointment Time: 11:00 a.m.

Design Appointment Information: $6,000.0

Buyer(s) understand that there is a 10 ***% option deposit due at time of Design Center appointment*** *for options selected on balance of options after incentives are applied.*

Buyer(s) understand that due to the length of the Design Center appointment, the level of detail involved and to ensure safety of your child, ***the Design Center is a child-free environment.***

DocuSigned by:
Richard Button Jr.
7D57A4E2DA354E2...
Buyer — 8/18/2020 Date

DocuSigned by:
MaSheilla Button
624D40380E2743A...
Buyer — 8/18/2020 Date

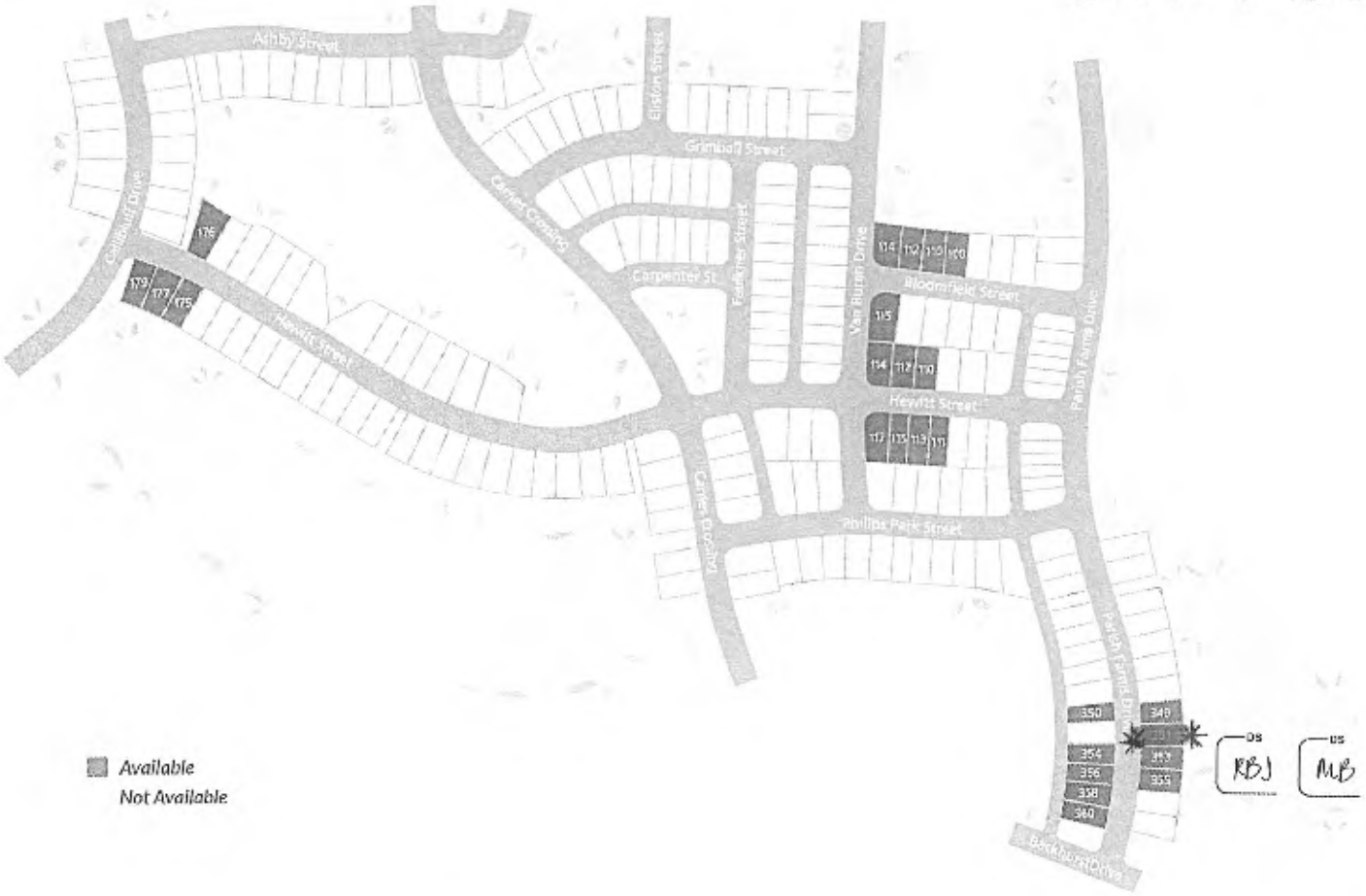
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Jean Rettig
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NHS — 8/18/2020 Date

DocuSigned by:
Dion Mahoney
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Executive Officer — 8/19/2020 Date

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CR LOT 126



DS RBJ

DS MB

Carnes Crossroads

EASTWOOD HOMES
built with care.

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CK LOT 126

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Elevation A

DS RBJ DS RJB



Elevation B

EASTWOOD HOMES

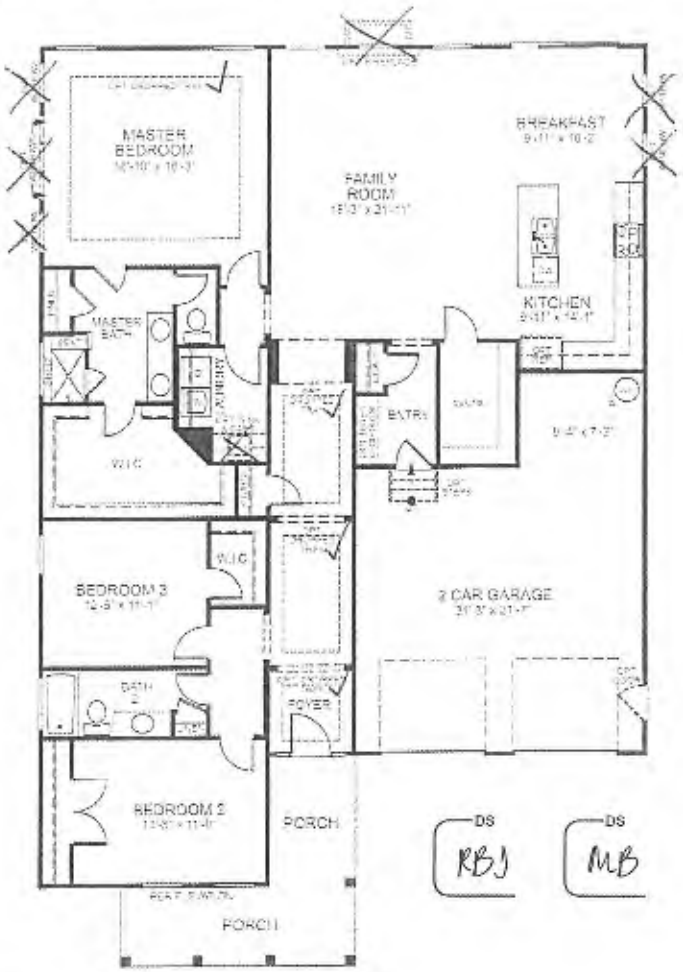
Eastwood Homes continuously strives to improve our product; therefore, we reserve the right to change, modify, or revise architectural details and designs without notice. Our brochures and images are for illustration only, are not drawn to scale, and may include optional features that vary by community. Room dimensions are approximate. Please see contract for additional details. **7502 Anson 01/2020**

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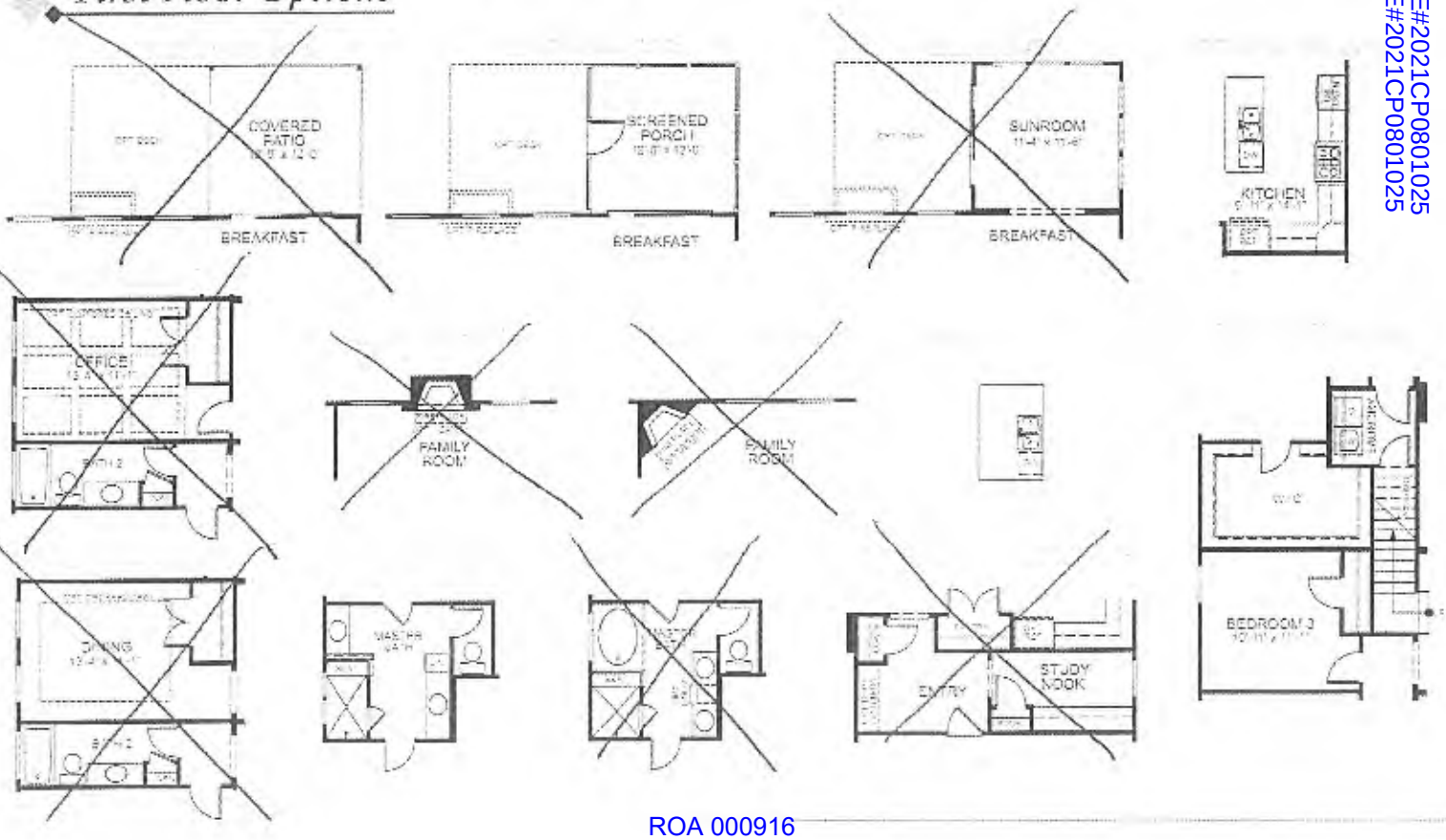
CR LOT 126

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The Anson • First Floor Plan



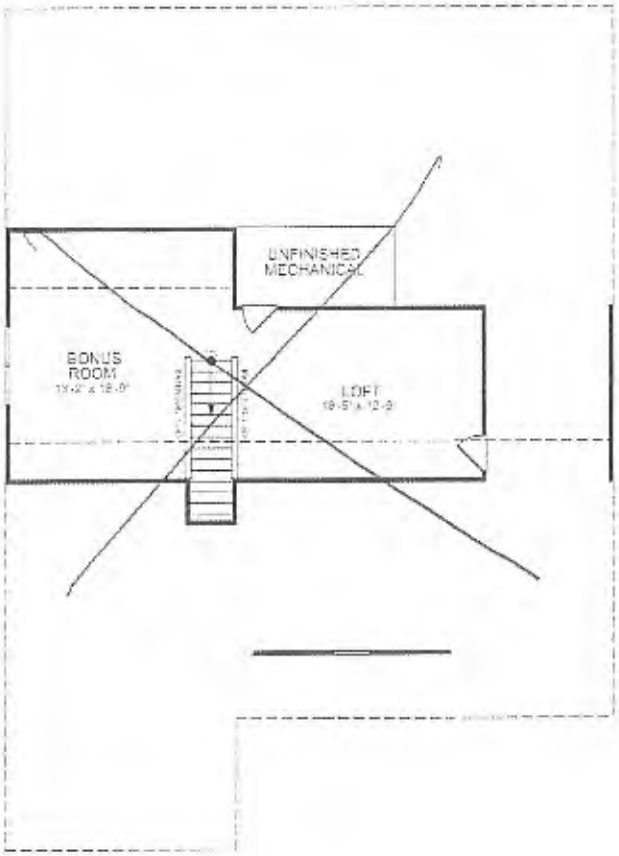
First Floor Options



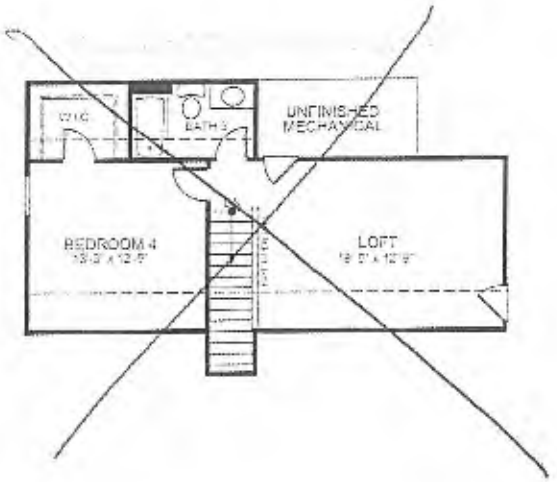
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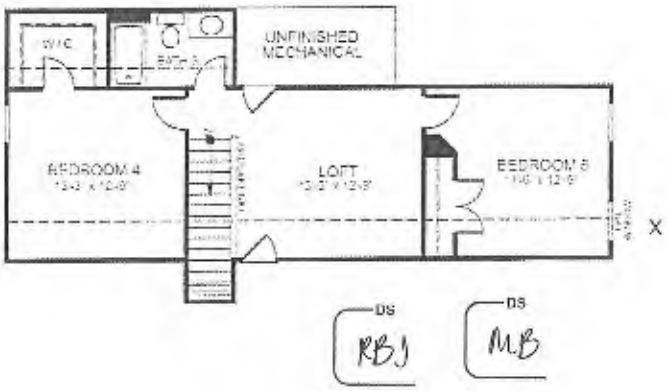
CR LOT 126

The Anson • Opt. Second Floor Plan



Second Floor Options





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CR LOT 126

EASTWOOD HOMES | **Specifications and Quality Builder Program** | **January 2020 – Carnes Crossroads- Anson**

LOT PREPARATION AND SITING
- Clearing limits and building pad elevations will be determined by Eastwood Homes. Tree save areas will be defined during final grade. Pre-existing trees are not guaranteed.
- Eastwood Homes maintains the right to control the foundation height, drive or parking pad location, setback and side yard placement (within zoning restrictions) and garage handing.

FOUNDATION
- Slab: Concrete Raised Slab with wire reinforcement

FRAME
- Wall Systems: Exterior and bearing wall stud spacing @ 16" OC with double top plate, pressure treated sill plate adjacent to slab area and 7/16" sheathing with house wrap
- Floor Systems: ¾" tongue and groove OSB sheathing over open web floor trusses over I" Joists
- Roof Systems: Radiant roof barrier over open web roof trusses
- Termite Treatment: WAFHA certified termite treatment with renewable bond protection program
- Taexx- In wall pest control system

EXTERIOR FINISHES
- Roof: Architectural shingles w/ Limited Lifetime Warranty
- Siding: Cement Fiber Board
- Brick Veneer/Stone: (Per plan/elevation)
- Windows: Low E vinyl single hung windows with tilt sash, and double insulated glass
- Exterior Doors: *Front door* – ¾ lite Fiberglass with deadbolt
  Rear door – 1 lite steel door with deadbolt or sliding glass door (per plan)
  Garage house Service Door – Six panel steel door (per plan)
  2 Doors (Per Plan, Per ARB) with carriage glass
- Gutters & Downspouts: Included front and rear per plan

HVAC
- Heating/Cooling: 14 seer Gas Furnace/ 14 seer Air Conditioner
- Duct Damper: Electronic balancing system
- Exhaust Fans: Externally vented and located in all baths (per plan)
- Dryer Vent: Externally vented dryer connection

PLUMBING
- Water Heater: Energy efficient tankless gas hot water heater
- Ice Maker: Built-in ice-maker connection @ refrigerator space
- Hose Bibs: Two exterior hose bibs
- Washer Connection: Built-in washer box connection
- Master Bath: Fiberglass shower pan with tiled walls and seat (per plan)
- Hall Tub/: Multi-piece enclosure
- Faucets: Chrome single control kitchen faucet, single control tub and shower faucet with 4" chrome Bernsford Eva in all bathrooms
- Sinks: Stainless steel double bowl kitchen sink
- Disposer: 1/3 horsepower disposer
- Toilets: Elongated Toilets

ELECTRICAL
- Exterior Outlets: GFCI protected waterproof outlets per code
- Structured wiring: Low voltage structured wiring package including panel, 3 multipurpose media outlets, 1 USB Port in kitchen
- Washer / Dryer: 110 V washer outlet and 220 V dryer outlet
- Smoke Detectors: Smoke detectors provided @ each floor and bedrooms
- Carbon Monoxide Detector: One per floor per code
- Light Fixtures: Brushed Nickel light package and LED lights in kitchen (per plan), chrome bath light fixtures
- Ceiling Fan pre-wires: All bedrooms, family room, and bonus room/loft
- Garage: Garage door opener pre wire
- Smart Home Package: Ring doorbell camera, Eufy Wi-Fi, voice integration, key pad door lock, Z-wave thermostat and Z-wave light switches in Kitchen, Family room, Master bedroom and Front Porch

INSULATION
- Sidewall: R 13 Batt (Minimum)
- Overhangs: R 19 Batt
- Garage Ceiling: R 19 Batt (Only with conditioned space above)
- Ceiling: R 30 blown @ flat ceiling, R 30 Batt @ vaulted ceiling

INTERIOR FINISHES
- Drywall: ½" Drywall throughout house; garage; smooth ceilings in heated areas
- Doors: Painted raised panel
- Door Knobs: Brushed Stainless
- Molding: Colonial Flig 1 Cased windows with sills and skirts and 5 ¼ baseboards
- Attic Access: 22"x30" (per plan)
- Ceilings: 10' ceiling height first floor, 9' ceiling height second floor
- Paint: - Flat shell white latex wall paint, semi-gloss white latex paint @ trim
- Cabinetry: - 42" Birch Cabinetry in kitchen and baths (per plan)
- Mirrors: Included in all baths
- Countertops: Granite countertops in kitchen and cultured marble countertops in baths
- Shelving: Ventilated closet shelving
- Appliances: GE– Dishwasher, self-cleaning electric smooth top range, microwave (SS)
- Flooring: EVP level 1 in foyer and extended foyer, family room, kitchen, pantry, breakfast, powder room (per plan), Level 1 Tile in all baths and laundry (per plan); carpet over FHA/VA approved pad

EXTERIOR
- Patio: 10 x 12 concrete patio (per plan)
- Walk: Four feet wide concrete walk from public walk to front door
- Drive: 10 feet wide at curb opening up to outsides of garage doors
- Garage doors: Two car, separate opening carriage style doors with hardware
- Landscaping: Designed by the builder in accordance with neighborhood guidelines and approved by the ARB. Minimum of 15 shrubs, 1 tree in front yard and 2 trees in back yard. Clock controlled irrigation for the front yard. All sod, seeding, grade materials, shrubs and trees become the responsibility of the homeowner after closing.

I/ We (Purchaser) have 3 days after initial contract submission to make changes without a change order fee. A request for changes can be made prior to requesting a building permit, but will be assessed a change order fee plus the cost of the change. **No changes will be accepted after a request for permit has been submitted.** Eastwood Homes reserves the right to make material substitutions as required with material of equal or greater value without notice. I/We have read & reviewed the above Specifications and understand them. I/We agree that no verbal representations have been made except those outlined in the attached Contract and this Specification sheet.

Purchaser: Richard Button Jr. Date: 8/18/2020 New Home Specialist/Witness: Jon Kelly Date: 8/18/2020

Purchaser: Ma Sheilla Button Date: 8/18/2020 Eastwood Const. Co Inc: Dion Mathews Date: 8/19/2020

(Valid only when signed by Corporate Officer)

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CR LOT 126

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Ameris Bank

August 12, 2020

To: Richard Button Jr.

RE: Mortgage Approval – 400K – Property TBD

Congratulations, YOU ARE PRE-APPROVED!!

You have been conditionally Pre-APPROVED for a Conventional mortgage loan to purchase above mentioned property in South Carolina, subject to the following stipulations:

1. Satisfactory verification of income, assets and credit.
2. Satisfactory appraisal of subject property.
3. No significant change in income, assets or credit prior to closing.

NOTE: A credit report has been reviewed to be able to support this pre-approval.

This letter does not constitute an interest rate commitment to the borrower or a final loan approval. The interest rate will be determined by market rates at time of lock.

Sincerely,

Brian Turner

Brian Turner NMLS # 452994

Mortgage Banker
Ameris Bank
Phone: 843-345-3158

E-mail: brian.turner@amerisbank.com

Member FDIC

Exhibit B

ELECTRONICALLY FILED - 2022 Jan 07 3:13 PM - BERKELEY - COMMON PLEAS - CASE#2021CP0801025

402 S.C. 140
Supreme Court of South Carolina.

Thomas W. GLADDEN and Vera H. Gladden, Appellants,
v.
Olivia M. BOYKIN, Elizabeth Beard, Deborah Appleton, Bob Capes Realty, Inc., Russell & Jeffcoat Realtors, Inc., and Palmetto Home Inspection Services, LLC, Defendants,
Of Whom Palmetto Home Inspections Services, LLC, is the Respondent.
Appellate Case No. 2010–160789.

No. 27236.
|
Heard Feb. 8, 2012.
|
Decided March 27, 2013.

Synopsis
Background: Home purchasers filed a complaint against vendors, real estate agents, and home inspection company after purchasing a home. The Circuit Court, Kershaw County, Alison Renee Lee, J., granted home inspection company summary judgment. Purchasers appealed.

Holdings: The Supreme Court, Pleicones, J., held that:

the limit of liability provision in home inspection contract was not in contravention of South Carolina public policy, and

the limit of liability provision in home inspection contract was not unconscionable.

Affirmed.

Beatty, J., filed a dissenting opinion in which Hearn, J., concurred.

Procedural Posture(s): On Appeal; Motion for Summary Judgment.

Attorneys and Law Firms

**882 B. Michael Brackett, of Moses & Brackett, PC, of Columbia, for Appellants.

Joseph Scott McCue, of Collins & Lacy, PC, of Columbia, and Logan McCombs Wells, of Collins & Lacy, PC, of Greenville, for Respondent.

Opinion

Justice PLEICONES.

*141 Appellants Thomas and Vera Gladden appeal the trial court's order granting summary judgment to Respondent Palmetto Home Inspection Services, alleging the limit of liability provision in a home inspection contract was unenforceable as violative of public policy **883 and as unconscionable under the facts of this case. We affirm.

*142 FACTS

In the course of purchasing a home, Vera H. Gladden (Mrs. Gladden) entered into a contract with Palmetto Home Inspection Services, LLC (Palmetto), for a home inspection. The contract contained a limit of liability clause, which limited Palmetto's liability to the home inspection fee paid by the client.[1] After Mrs. Gladden contacted Palmetto about certain conditions in the home that were not included in the home inspection report, Palmetto returned the inspection fee.

Subsequently, the Gladdens brought this action against the seller, real estate agents, and real estate companies involved in the transaction as well as against Palmetto. As to Palmetto, the Gladdens alleged an action for breach of contract for failing to conduct the inspection in a thorough and workmanlike manner and to report defective conditions in the home.

The Gladdens thereafter moved for summary judgment on the legal issue of the enforceability of the limit of liability clause. Palmetto filed a cross motion for summary judgment on the basis that the limit of liability clause was enforceable and that it was entitled to summary judgment because it had already refunded the inspection fee paid by the Gladdens.

The circuit court denied the Gladdens' motion and granted Palmetto's motion and entered summary

ROA 000920

judgment in favor of Palmetto, finding the limit of liability clause enforceable. This appeal followed.

ISSUES

I. Did the circuit court err when it held that the limit of liability provision does not contravene South Carolina public policy?

***143** II. Did the circuit court err when it held that the limit of liability provision is not unconscionable under these circumstances?

DISCUSSION

A. Public Policy

On appeal, the Gladdens contend the circuit court erred when it held that the limit of liability provision does not contravene South Carolina public policy. We disagree.

Our courts must determine public policy by reference to legislative enactments wherever possible. *See Citizens' Bank v. Heyward,* 135 S.C. 190, 204, 133 S.E. 709, 713 (1925) ("The primary source of the declaration of the public policy of the state is the General Assembly; the courts assume this prerogative only in the absence of legislative declaration."); *Zerjal v. Daech & Bauer Const., Inc.,* 405 Ill.App.3d 907, 912, 345 Ill.Dec. 887, 939 N.E.2d 1067, 1072–73 (2010) ("Since the legislature had the opportunity to prohibit or limit exculpatory clauses in home inspection contracts but did not, we decline the opportunity as well.").

The General Assembly has spoken on the issue of home inspections and liability for undisclosed defects in the sale of residential property. Under the statutory scheme crafted by the General Assembly, purchasers are protected from unqualified home inspectors by licensure requirements. *See* S.C.Code Ann. § 40–59–500 et seq. (2011). However, the General Assembly did not require home inspectors to carry errors and omissions liability insurance.[2]

****884 *144** Although the General Assembly declined to require such coverage, it did not leave residential home buyers without remedy. The Residential Property Condition Disclosure Act ensures that buyers are informed of defects of which the seller has knowledge. *See* S.C.Code Ann. § 27–50–10 et seq. (2007 & Supp.2011). The Act imposes liability on a seller if she knowingly withholds such information. § 27–50–65. Thus, the General Assembly has already provided specific protection for the consumer risks associated with undisclosed defects, and we must defer to its judgment.

Even without this legislative policy, we would be reluctant to expand our judicially crafted public policy affording heightened protection to home purchasers. It is one thing to impose greater demands on the builder of a new home, who is in a position to know of the home's defects, and another to impose a similar standard on an inspector who makes only a brief survey of the home with the buyer's full knowledge of the limited service the inspector is offering. *See Sapp v. Ford Motor Co.,* 386 S.C. 143, 148, 687 S.E.2d 47, 49 (2009) ("[T]he transaction between a *builder* and a *buyer* for the sale of a home largely involves inherently unequal bargaining power.... [W]e created this narrow exception to the economic loss rule to apply solely in the residential home context.") (emphasis added). The General Assembly has imposed liability on the party with greatest access to information about the home's defects, where it most logically resides.

B. Unconscionability

The Gladdens also contend that the circuit court erred when it found that the limit of liability clause was not unconscionable in this case. We disagree.

"In South Carolina, unconscionability is defined as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them and no fair and honest person would accept them." *Simpson v. MSA of Myrtle Beach, Inc.,* 373 S.C. 14, 24–25, 644 S.E.2d 663, 668 (2007).

Limitation of liability and exculpation clauses are routinely entered into. Moreover, they are commercially reasonable in ***145** at least some cases, since they permit the provider to offer the service at a lower price, in turn making the service available to people who otherwise would be unable to afford it. *See Head v. U.S. Inspect DFW, Inc.,* 159 S.W.3d 731, 748–49 (Tex.App.2005) (noting that courts uphold limitations of liability in

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burglar and fire alarm system contracts and finding limitation of liability clause in home inspection contract commercially legitimate for the same reasons). We cannot say that a limitation of liability clause in a home inspection contract is so oppressive that no reasonable person would make it and no fair and honest person would accept it.

Thus, we need not consider whether the Gladdens lacked meaningful choice due to one-sided contract provisions. Nevertheless, we note our disagreement with the dissent's analysis.[3] Courts should not refuse to enforce a contract on grounds of unconscionability, even when the substance of the terms appear grossly unreasonable, unless the circumstances surrounding its formation present such an extreme inequality of bargaining ****885** power, together with factors such as lack of basic reading ability and the drafter's evident intent to obscure the term, that the party against whom enforcement is sought cannot be said to have consented to the contract. *See Williams v. Walker–Thomas Furniture Co.*, 350 F.2d 445, 449 (D.C.Cir.1965).

In this case, a self-employed home inspector operating out of his home had no significantly greater bargaining power or cognizably more sophistication than a trained though not practicing real estate agent, and there is no allegation that ***146** Mrs. Gladden lacks the education to understand the terms of a contract or protect her own interests. On the contrary, the record demonstrates that Mrs. Gladden directly engaged in sophisticated negotiations throughout the process of buying the home, even urging the seller to forego the use of a real estate agent. Moreover, we have no record on which to find that home inspection contracts without exculpatory clauses are unavailable in the market. Not only did Roberts testify that he had altered the contract for a customer on another occasion, but Mrs. Gladden had sought out this particular inspector's services, declining to employ a different home inspector who had been described to her as "harder but best." *See Jordan v. Diamond Equip. & Supply Co.*, 362 Ark. 142, 207 S.W.3d 525 (Ark.2005) (finding an exculpatory clause enforceable in part because the plaintiff had sought out the services of the defendant). Thus, the evidence in this case fails to support an inference that Mrs. Gladden lacked meaningful choice.

The dissent also places significance on the fact that the limitation of liability clause was not highlighted in comparison to the contract's other terms. However, the proper test is whether an important clause was particularly inconspicuous, as if the drafter intended to obscure the term. *See Simpson*, 373 S.C. at 27–28, 644 S.E.2d at 670; *Williams*, 350 F.2d at 449. In this case, the contract consisted of one page, the heading of the limitation clause was in all capital letters and in bold, and the clause and its heading were in the same print as the contract's other terms. Thus, the record does not support a conclusion that the Gladdens lacked a meaningful choice whether to accept the terms of the contract.

CONCLUSION

Contractual limitation of a home inspector's liability does not violate South Carolina public policy as expressed by the General Assembly and, as a matter of law, is not so oppressive that no reasonable person would make it and no fair and honest person would accept it. The circuit court's order granting summary judgment to Palmetto is

AFFIRMED.

***147** TOAL, C.J., and KITTREDGE, J., concur. BEATTY, J., dissenting in a separate opinion, in which HEARN, J., concurs.

Justice BEATTY, dissenting.

I respectfully dissent and would reverse the grant of summary judgment given to Palmetto Home Inspection Services and remand the matter for further proceedings on the Gladdens' claims. For the reasons outlined below, I agree with the Gladdens that the limitation of liability provision in the home inspection contract was both unconscionable and violative of public policy.

A. Unconscionability

Courts generally must enforce contracts that are freely entered into according to their terms. *Ellis v. Taylor*, 316 S.C. 245, 449 S.E.2d 487 (1994). However, "[i]f the court finds that a contract clause was unconscionable at the time it was made, the court may refuse to enforce the contract clause or limit the application of the

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unconscionable clause to avoid any unconscionable result." *Lackey v. Green Tree Fin. Corp.*, 330 S.C. 388, 397, 498 S.E.2d 898, 903 (Ct.App.1998).

The circuit court found as an initial matter that the home inspection contract was an adhesion contract.[4] This finding has not **886 been disputed by the parties. "[U]nder general principles of state contract law, an adhesion contract is a standard form contract offered on a 'take-it-or-leave-it' basis with terms that are not negotiable." *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 26–27, 644 S.E.2d 663, 669 (2007); *see also Lackey*, 330 S.C. at 394, 498 S.E.2d at 901 (observing adhesion contracts are agreements in which one party has virtually no voice in the formulation of the contract terms and language (citation omitted)). "Adhesion contracts, *148 however, are not per se unconscionable." *Simpson*, 373 S.C. at 27, 644 S.E.2d at 669. "Therefore, finding an adhesion contract is merely the beginning point of the analysis." *Id.*

"In South Carolina, unconscionability is defined as the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them and no fair and honest person would accept them." *Id.* at 24–25, 644 S.E.2d at 668; *see also Fanning v. Fritz's Pontiac–Cadillac–Buick, Inc.*, 322 S.C. 399, 472 S.E.2d 242 (1996) (same). In short, a challenged contractual provision is examined to determine whether it is unconscionable due to both (1) an absence of meaningful choice and (2) oppressive, one-sided terms. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669.

"Absence of meaningful choice on the part of one party generally speaks to the fundamental fairness of the bargaining process in the contract at issue." *Id.* In analyzing the absence of meaningful choice, "[c]ourts should take into account the nature of the injuries suffered by the plaintiff; whether the plaintiff is a substantial business concern; the relative disparity in the parties' bargaining power; the parties' relative sophistication; whether there is an element of surprise in the inclusion of the challenged clause; and the conspicuousness of the clause." *Id.* In *Simpson*, this Court was careful to "emphasize the importance of a case-by-case analysis in order to address the unique circumstances inherent in the various types of consumer transactions." *Id.* at 36, 644 S.E.2d at 674.

The Gladdens assert that, while the circuit court found this was an adhesion contract and there was a disparity in the bargaining power of the parties, the court nevertheless discounted this disparity based on the fact that Mrs. Gladden had once worked briefly as a real estate agent. The Gladdens contend the implication is that a real estate agent can never be a regular "consumer" of the services of a professional home inspector. Mrs. Gladden testified that she had once worked in the real estate business, but it was only for a few months and she never had her own listings before deciding the real estate business was not for her. We agree that her limited work in this area is not relevant under the circumstances.

*149 The parties clearly did not have equal bargaining power. The contract was not even presented to Mrs. Gladden until *after* Palmetto's owner, Scot Roberts, had already performed his physical inspection of the premises, thus leaving Mrs. Gladden very little time to examine the document, and there is no indication that Roberts ever advised her of the presence of a limitation of liability clause, either prior to the inspection or at the time the contract was presented after the inspection was over. Although the circuit court found Mrs. Gladden could have selected another inspector, a consumer is left with no *meaningful* choice if the limitation clause is prevalent throughout the industry,[5] especially where the consumer has a decidedly inferior bargaining position compared to the home inspector, who controls the contract terms by means of an adhesion contract that is oppressive and one-sided.

The limitation of liability provision did not stand out in the contract any more than the other provisions. All of the paragraphs begin **887 with a heading in all capital letters, and the limitation provision was contained in one of five paragraphs that had headings in a bold font. Just looking at the document, this provision is no more noticeable than any other provision.

As to the circuit court's observation that a home inspection is not required by law, the Gladdens correctly note that home inspectors are licensed by the state and must meet certain standards. The purpose of these standards is to protect the public from unqualified inspectors. Moreover, an inspection is an essential part of most real estate purchases, and the need for a qualified inspector and the reliability of the inspector's professional judgment are crucial in these transactions. Roberts himself conceded that a home inspection is valuable to a client *because of the inspector's purported training, experience, and expertise.*[6]

*150 The Gladdens cite *Lucier v. Williams*, 366 N.J.Super. 485, 841 A.2d 907 (2004), in which the New Jersey court held that a contractual limitation of liability provision in a home inspection contract limiting liability to the lesser of $500 or half of the inspector's fee was

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both (1) unconscionable and (2) against public policy.

As to the finding of unconscionability, the court in *Lucier* noted "[t]here is no hard and fast definition of unconscionability" and that it is "an amorphous concept." *Id.* at 911 (citation omitted). In analyzing whether to enforce a contract term, the court stated it would look "not only to its adhesive nature, but also to 'the subject matter of the contract, the parties' relative bargaining positions, the degree of economic compulsion motivating the "adhering" party, and the public interests affected by the contract.' " *Id.* (citation omitted). The court stated particular attention was to be given to any inequality in the bargaining power and status of the parties, as well as the substance of the contract. *Id.* The court noted "contractual exemption from liability for negligence is rarely allowed to stand where the contracting parties are not on roughly equal bargaining terms." *Id.* (citation omitted).

In addition, the focus of the inquiry should be on whether the limitation is a reasonable allocation of risk between the parties or whether it runs afoul of the public policy disfavoring clauses that effectively immunize parties from liability for their own negligent acts. *Id.* at 911–12. "To be enforceable, the amount of the cap on a party's liability *must be sufficient to provide a realistic incentive to act diligently.*" *Id.* at 912 (emphasis added). The court stated:

> Applying these principles to the home inspection contract before us, we find the limitation of liability provision unconscionable. We do not hesitate to hold it unenforceable for the following reasons: (1) the contract, prepared by the home inspector, is one of adhesion; (2) the parties, one a consumer and the other a professional expert, have grossly unequal bargaining status; and (3) the substance of the provision eviscerates the contract and its fundamental purpose because the potential damage level is so nominal that it ***151** has the practical effect of avoiding almost all responsibility for the professional's negligence.

Id. The court stated "the purchase of a home is usually the largest investment a person will make"; it may be made only once in a lifetime or infrequently. *Id.* "Home inspectors, on the other hand, conduct a volume operation," and "a major selling point of [their] service" is their knowledge about and experience in the industry, and the inspectors are uniquely aware of the cost of repairing major defects. *Id.* "The foisting of a contract of this type in this setting on an inexperienced consumer clearly demonstrates a lack of fair dealing by the professional." *Id.*

The court remarked that, "[i]n most cases, major defects will either not exist or, with due diligence and competence, they will be discovered and reported." *Id.* In evaluating the comparative repercussions to the parties, the court stated the impact of the professional's negligence upon the home buyer can be ****888** "monumental" when "considering issues such as habitability, health and safety, and financing obligations," and to allow little or no recovery for this professional negligence would "render the underlying purpose of the contract worthless" and provide "no meaningful incentive to act diligently." *Id.* at 913. Moreover, such an "excessively restricted damage allowance is grossly disproportionate to the potential loss to the home buyer if a substantial defect is negligently overlooked." *Id.* The court concluded it would not enforce the limitation in such circumstances because it was "tantamount to an exculpation clause, and warrants application of the same policy considerations."' *Id.*

In *Pitts v. Watkins,* 905 So.2d 553 (Miss.2005), the Supreme Court of Mississippi cited *Lucier* and held a limitation of ***152** liability clause in a home inspection contract was unconscionable. The court in *Pitts* defined unconscionability "as 'an absence of meaningful choice on the part of one of the parties, together with contract terms which are unreasonably favorable to the other party' " *Id.* at 558 (citation omitted). This is the same as the definition applied under South Carolina law. The court noted that "[c]lauses that limit liability are given strict scrutiny by this Court and are not to be enforced unless the limitation is *fairly and honestly negotiated and understood by both parties.*" *Id.* at 556 (alteration in original) (citation omitted) (emphasis added).

In *Pitts,* as in the current appeal, the inspector provided the contract to the buyers "[i]mmediately following the completion of his inspection, but before providing the Pittses with his report[.]" *Id.* at 554. Thus, there was virtually no time for reflection on the terms by the home buyers. The court found unconscionability existed under all the circumstances. *Id.* at 556. The court stated after consumers have considered the aesthetics, the amenities, and the price of a particular house, quite often the only

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issue left is the integrity of the structure, and the decision whether to spend thousands of dollars to proceed with the purchase "is largely based upon a satisfactory inspection report." *Id.* The court found if a purchaser "can establish duty, breach, causation, and damages, then they should be entitled to full legal redress." *Id.* "To do otherwise would allow home inspectors to walk through the house in five minutes, fabricate a report, and escape liability, without any consideration of the consequences of their conduct." *Id.*

The court stated not allowing the recovery of reasonably foreseeable compensatory damages does not provide a *meaningful* choice to homeowners and is unreasonably favorable to the home inspector. *Id.* at 557. If the home inspector's only consequence is to refund the fee, there is also no meaningful incentive to act diligently and the inspector will be immunized from the consequences of his own negligence. *Id.*

In addition, the court noted that when the limitation of liability clause is paired with an arbitration clause in the home inspection contract, a plaintiff is effectively denied *any* recovery because the mandatory arbitration process would require fees in excess of any possible recovery, and this was further ***153** evidence of unconscionability. *Id.* at 557–58. The court also noted a limitations period contained in the contract was evidence of unconscionability because it was shorter than the statutory limitations period. The court stated although this specific term (the time limit) was not argued by the Pittses, they had raised the issue of the unconscionability of the entire contract, which may be found when any terms are oppressive, and in reviewing the contract in its entirety, the court was entitled to consider the relation of all terms therein. *Id.* at 558.

Similarly, in the current appeal by the Gladdens, the contract contained a mandatory ****889** arbitration provision in addition to the limitation of liability provision. The interplay of these provisions would effectively leave a plaintiff with *no* recovery where the cost to arbitrate exceeds the potential recovery (return of the inspection fee).[8] Further, the contract required the buyer to notify Palmetto of any discrepancies within a very short period (ten days).

In my opinion, a limitation of liability clause that routinely appears in contracts between commercial entities for the sale of goods, and thus is seen repeatedly by the parties, is distinguishable from a provision appearing in a contract for professional services concerning a purchase by a private individual that may be made only once in a lifetime. In such cases, particularly when the contract is not shown until *after* the inspection has taken place, no effort is made to point out the exclusion, there is a great disparity in the bargaining power of the professional service provider and the consumer, and there is a virtual exclusion of all liability for professional negligence, I believe there is an absence of *meaningful* choice and the terms are oppressive and one-sided, rendering the limitation clause unconscionable.

B. Public Policy

In addition to being unconscionable, I believe the limitation provision is violative of public policy.

***154** "The general rule is that courts will not enforce a contract which is violative of public policy, statutory law, or provisions of the Constitution." *Simpson,* 373 S.C. at 29–30, 644 S.E.2d at 671; *see also Pride v. S. Bell Tel. & Tel. Co.,* 244 S.C. 615, 619, 138 S.E.2d 155, 156–57 (1964) ("[A] contractual provision seeking to relieve a party to a contract from liability for his own negligence may or may not be enforceable, depending upon whether it is violative of public policy."). "Since such provisions tend to induce a want of care, they are not favored by the law and will be strictly construed against the party relying thereon." *Pride,* 244 S.C. at 619, 138 S.E.2d at 157; *see also McCune v. Myrtle Beach Indoor Shooting Range, Inc.,* 364 S.C. 242, 247–51, 612 S.E.2d 462, 464–67 (Ct.App.2005) (same).

"[O]ur decisions recognize the general principle that considerations of public policy prohibit a party from protecting himself by contract against liability for negligence in the performance of a duty of public service, or where a public duty is owed, or public interest is involved, or *where public interest requires the performance of a private duty,* or *when the parties are not on roughly equal bargaining terms.*" *Pride,* 244 S.C. at 619–20, 138 S.E.2d at 157 (emphasis added). Expressions of public policy may be found in constitutional or statutory authority or in judicial decisions. *White v. J.M. Brown Amusement Co.,* 360 S.C. 366, 371, 601 S.E.2d 342, 345 (2004).

In evaluating the Gladdens' public policy argument, the circuit court observed that South Carolina law has allowed provisions limiting or exempting liability, citing *South Carolina Electric & Gas Co. v. Combustion Engineering, Inc.,* 283 S.C. 182, 322 S.E.2d 453 (Ct.App.1984) (enforcing the language of an exculpatory

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clause in a contract for the sale of a boiler). However, in *SCE & G,* the parties were commercially-sophisticated corporations and possessed relatively equal bargaining strength, and they had negotiated the terms over a period of several months. *Cf., e.g., Kennedy v. Columbia Lumber & Mfg. Co.,* 299 S.C. 335, 343–44, 384 S.E.2d 730, 735–36 (1989) (stating the Court has "taken judicial cognizance of the fact that a modern buyer of new residential housing is normally in an unequal bargaining position as against the seller").

***155** The circuit court also opined that exculpatory clauses between private parties do not violate public policy, citing *Pride v. Southern Bell Telephone & Telegraph Co.,* 244 S.C. 615, 138 S.E.2d 155 (1964) and *McCune v. Myrtle Beach Indoor Shooting Range, Inc.,* 364 S.C. 242, 612 S.E.2d 462 (Ct.App.2005). *Pride,* however, involved a matter that did not affect a public interest (a telephone company's ****890** negligence in a contract for the publication of advertisements in a phone directory). Further, the Court specifically included among those matters that may implicate public policy considerations, those situations "*where public interest requires the performance of a private duty,* or *when the parties are not on roughly equal bargaining terms.*" *Pride,* 244 S.C. at 620, 138 S.E.2d at 157 (emphasis added). Thus, the fact that there are private parties involved is not singularly determinative of whether a question of public policy may arise. *McCune* involved a release of liability at a paintball range, where we found participation was voluntary and comparable to other cases involving inherently risky recreational activities for which such limitations had been upheld. The cases cited by the circuit court do not concern professional service contracts, where different policy considerations exist because public policy is averse to allowing professional negligence to be insulated from liability by a contractual provision.

Lastly, the circuit court stated South Carolina law expressly allows a licensed home inspection company, such as Palmetto, to contractually limit the scope of its home inspection; consequently, a limitation on liability cannot violate public policy, citing S.C.Code Ann. § 40–59–500(4) (2011). This statute defines a "home inspection" and states in relevant part that "[t]he parties to a home inspection may limit or expand the scope of the inspection by agreement."

There is no question that an inspector may limit the physical scope of an inspection, i.e., what portions of the premises are to be inspected, but we find this is distinguishable from limiting the *amount of the inspector's liability* for professional negligence. Moreover, the Code further provides, "A home inspector shall disclose the scope and limitations, if any, of each inspection *before* performing a home inspection." *Id.* § 40–59–560(C) (emphasis added). In the current appeal, it is undisputed that Roberts did not present a contract to Mrs. Gladden until *after* he had already completed his entire inspection, ***156** so there can be no reliance on that provision here. In addition, Roberts does not argue that the Gladdens' claims concern matters that are outside the scope of what Roberts agreed to inspect.

In *Lucier v. Williams,* 366 N.J.Super. 485, 841 A.2d 907 (2004), the court found that the liability provision, in addition to being unconscionable, was "contrary to [the] state's public policy of effectuating the purpose of a home inspection contract to render reliable evaluation of a home's fitness for purchase and holding professionals to certain industry standards." *Id.* at 912. The court stated a home inspector provides a professional service because a home inspection "involves 'specialized knowledge, labor or skill and the labor or skill is *predominantly mental or intellectual,* rather than physical or manual.' " *Id.* at 914 (citation omitted). The home inspector is supposed to report all conditions that might cause the consumer costly repairs or maintenance, and the purpose of the inspection is to give the consumer a rational basis upon which to decline to enter into a contract to buy or to be relieved from a contractual commitment, or to offer a sound basis upon which to negotiate a lower price. *Id.* (citation omitted). The court stated limitation provisions in such circumstances are disfavored:

> With professional services, exculpation clauses are particularly disfavored. The very nature of a professional service is one in which the person receiving the service relies upon the expertise, training, knowledge and stature of the professional. Exculpation provisions are antithetical to such a relationship. It would be indeed a hollow arrangement if a physician could charge $100 for an office visit and then, if, due to negligence, a diagnosis is missed, resulting in a catastrophic illness or even death, the patient's only recourse would be a refund of $50 of the original $100 fee. Certainly, such a provision in a doctor-patient relationship would not be enforceable. Here, the home inspector held himself out as an

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> expert and a professional. The disparity between the consequences of negligence to the home inspector and to the home buyer, like that between a physician and a patient, is very substantial.

Id. (internal citations omitted).

Lastly, as an alternative basis to the general public policy reasons addressed above, ****891** the court in *Lucier* looked to *express* ***157** statements of public policy and noted that its legislature now required home inspectors to be licensed and to meet certain qualifications as to experience and to pass an examination. *Id.* at 915. In addition, inspectors must also now maintain errors and omissions insurance. *Id.* The court concluded the limitation of professional negligence violated public policy, as contained in both judicial and legislative sources. *Id.* at 916.

Palmetto attempts to distinguish *Lucier* primarily on the basis that the South Carolina General Assembly, while requiring professional licenses for home inspectors, so far has not *required* home inspectors to carry professional liability insurance, and the buyer in *Lucier* did not use an attorney for the purchase. I find this argument unpersuasive. In *Lucier* the court discussed the licensing and insurance requirements as just *one* aspect of *express* public policy (as exhibited in relevant legislation). Prior to that discussion, the court engaged in an independent analysis of general public policy, the fact that contracts shielding professional negligence are generally disfavored in the law, and the need to protect the public from acts of professional negligence when making a home purchase. That analysis is certainly applicable here. *Cf.* Restatement (Second) of Contracts § 179 (1981) (stating the bases of public policies against the enforcement of terms may be derived by a court from (a) legislation relevant to such a policy or (b) the need to protect some aspect of the public welfare).

Moreover, South Carolina's extensive licensing, regulation, "certificates of authorization," and bonding requirements are evidence of express public policy and our General Assembly's desire to protect the public from unqualified home inspectors. These requirements negate any inference that home inspectors may insulate themselves from all liability for their professional negligence. I also disagree with the majority's assertion that the General Assembly's enactment of the Residential Property Condition Disclosure Act, which imposes liability on a seller who knowingly withholds information regarding defects, has any bearing on the question of an inspector's liability for his or her own negligence in failing to detect a defect. It is not hard to imagine a case where a property has very serious defects affecting health and safety, about which a seller, as a layperson, has no knowledge, but that could, *and should,* be detected by an inspector using his or her professional ***158** expertise. If it were otherwise, there would be no need to have an inspection performed by a trained and licensed professional.

Under South Carolina law, the state may impose statutory or regulatory requirements for the purpose of protecting the public interest. S.C.Code Ann. § 40–1–10(B) (2011). In such cases, the General Assembly may consider implementing a system of certification and may also establish licensing procedures. *Id.* § 40–1–10(C). In evaluating the appropriate level of regulation to impose, if any, the General Assembly examines, among other things, whether the service is required by a substantial portion of the population; whether the profession or occupation requires such skill that the public generally is not qualified to select a competent practitioner without some assurance that the practitioner has met minimum qualifications; whether the professional or occupational associations do not adequately protect the public from incompetent, unscrupulous, or irresponsible members of the profession or occupation; and whether current laws that pertain to public health, safety, and welfare are generally inadequate to protect the public. *Id.* § 40–1–10(D).

The General Assembly has chosen to extensively regulate both the residential home business and home inspectors to protect consumers by requiring licensing, certificates of authorization, and surety bonds from practitioners in these fields. In 2000 the General Assembly enacted section 40–59–410, which requires a "residential business certificate of authorization" for firms engaging in the practice of residential home building, residential specialty contracting, and home inspecting. *Id.* § 40–59–410(A). Any qualifying firm must have "obtained an executed surety bond approved by the commission in the sum of fifteen thousand dollars initially and as subsequently provided by regulation[.]" *Id.* ****892** § 40–59–410(B)(2). Home inspectors are also strictly regulated under South Carolina law. *See* 10 S.C.Code Ann. Regs. 106–4 (2012) (enumerating extensivequalifications for home inspectors, including experience, education, and licensing); South Carolina Department of Labor, Licensing and Regulation, at *www.llr.state.sc.us* (providing requirements and forms). This is indicative of the fact that the subject involves a public interest.

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*159 As stated in section 40–1–10(B) of the South Carolina Code, the state imposes statutory or regulatory requirements for the purpose of protecting the *public interest* where the unregulated practice of the profession or occupation can harm or endanger the health, safety, or welfare of the public. S.C.Code Ann. § 40–1–10(B) (2011). It clearly has imposed these protective measures as to the residential home industry in general and as to home inspectors in particular. The state need not require insurance for professional negligence in order to conclusively establish the subject as one affecting the public interest. Indeed, there are other essential professions that similarly have no mandatory insurance requirement, yet professionals routinely acquire insurance for professional negligence for their own protection. Although not statutorily required, we note Roberts did, in fact, maintain an insurance policy of $300,000, and he held himself out to the public as being "bonded, licensed, and insured." The only purpose of such a representation would be to incur the reliance and trust of the public as to his professionalism and reliability.

Based on the foregoing, I believe the limitation of liability clause at issue here violates public policy. As a general matter, public policy is averse to allowing those committing professional negligence to insulate themselves from all liability by a contractual provision, especially where the clause is contained in an adhesion contract and the contract concerns a matter that affects the public interest. A home inspection is, for all practical purposes, a service that is a necessity in the purchase of real estate, and the consumer is given no opportunity here to pay an additional fee to protect himself against the inspector's possible negligence. *See, e.g., Tunkl v. Regents of Univ. of Cal.*, 60 Cal.2d 92, 32 Cal.Rptr. 33, 383 P.2d 441, 444–46 (1963) (stating an exculpatory clause that affects the public interest cannot stand).

The limitation of liability provision also contravenes this state's express public policy as indicated in measures passed by the General Assembly that impose requirements as to experience, education, and licensing for home inspectors, as well as requirements for obtaining and maintaining bonds and "residential business certificates of authorization" in order to ensure the competency of home inspectors and protect the public interest.

*160 For all of the above reasons, I conclude the circuit court erred in granting the motion for summary judgment and would remand the matter for further proceedings on the Gladdens' claims.

HEARN J., concurs.

All Citations

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Footnotes

1 In full, the clause read as follows:
LIMIT OF LIABILITY: [ ]It is understood and agreed that should [Palmetto] and/or its agents or employees be found liable for any loss or damages resulting from a failure to perform any of it's [sic] obligations, including but not limited to negligence, [ ]breach of contract or otherwise, the the [sic] liability of [Palmetto] and/or it's [sic] agents or employees shall be limited to a sum equal to the amount of the fee paid by the client for this inspection and report.

2 This fact alone substantially distinguishes South Carolina's public policy from that of New Jersey and this case from *Lucier v. Williams*, 366 N.J.Super. 485, 841 A.2d 907 (2004), on which the dissent heavily relies. The *Lucier* court pointed to the requirement under New Jersey statutory law that home inspectors maintain errors and omissions insurance and called this fact "[i]mportant to [its] analysis [.]" *Lucier*, 841 A.2d at 914–15. This distinction is highly significant, since enforcement of a liability limit in the home inspection contract would conflict with the clear intent of the New Jersey legislature that purchasers have recourse to insurance coverage in the case of a home inspector's negligence.

3 The dissent again relies on *Lucier v. Williams*, a New Jersey decision that represents a dramatic departure from the narrow traditional use of unconscionability doctrine and markedly different from that of South Carolina law. *See Lucier*, 841 A.2d at 911 ("There is no hard and fast definition of unconscionability.... [It] is an amorphous concept obviously designed to establish a broad business ethic. The standard of conduct that the term implies is a lack of good faith, honesty in fact and observance of fair dealing." (internal

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quotation marks and citations omitted)); *cf. Simpson, supra; Williams, infra.* As for *Pitts v. Watkins,* another case on which the dissent relies, we agree with the *Pitts* dissent that *Pitts* dramatically departs from contract and unconscionability law, effectively rewriting a contract the court found "unfair" but that fell far short of oppression and completely omitting analysis whether the plaintiffs had a meaningful choice in entering into the contract. *See* 905 So.2d 553, 559–64 (2005) (Dickinson, J., dissenting).

4 It is noted in *Corbin on Contracts* that the modern approach to examining contracts of adhesion and exculpatory clauses is to treat them differently from other contracts. 7 Joseph M. Perillo, *Corbin on Contracts* § 29. 10, at 415–16 (rev. ed.2002). The trend is justified based on three considerations: "(1) there was not true assent to a particular term; (2) even if there was assent, the term is to be excised from the contract because it contravenes public policy; or (3) the term is unconscionable and should be stricken." *Id.* at 416 (footnote omitted).

5 Roberts testified that the contract he was using was based on one that was presented in a class regarding home inspections that he took in another state. He stated that, in the thousands of inspections he had performed, he could recall altering his contract only once—for an individual who was an engineer.

6 Roberts gave Mrs. Gladden a business card, which stated he had "30+" years of experience and that he was licensed, bonded, and insured, yet Roberts testified that he had been a licensed home inspector for five and a half years.

7 An exculpatory clause is defined as "[a] contractual provision relieving a party from liability resulting from a negligent or wrongful act." *Black's Law Dictionary* 648 (9th ed.2009). On its face, the provision on appeal here does not technically eliminate all liability, but it does limit any such liability to a return of the inspection fee. Because the fee is small in relation to the potential damages caused by the inspector's negligence, it is arguable that the provision functions to effectively eliminate all real liability. This is particularly true in light of a companion provision that requires arbitration because the arbitration fees are likely greater than any possible recovery. I find such terms to be oppressive and one-sided.

8 *Cf. Myers v. Terminix Int'l Co.,* 91 Ohio Misc.2d 41, 697 N.E.2d 277 (1998) (holding an arbitration clause imposing an undisclosed nonrefundable filing fee on the consumer that was more than she had paid to have the defendant exterminate termites in her home was so one-sided as to oppress and unfairly surprise the consumer and was unconscionable and unenforceable).

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY	)	CASE NO.: 2021-CP-08-01025
Richard G. Button, Jr., and MaSheilla C. Button,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	**PLAINTIFFS' MEMORANDUM**
	)	**IN OPPOSITION TO DEFENDANT'S**
Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes of Columbia, LLC,	)	**MOTION FOR SUMMARY JUDGMENT**
	)	
Defendant.	)	
	)	

The Plaintiffs, Richard G. Button and MaSheilla C. Button ("Plaintiffs"), by and through undersigned counsel, submit this memorandum in opposition to the Motion for Summary Judgment of the Defendant, Eastwood Construction Partners, LLC f/k/a Eastwood Construction, LLC d/b/a Eastwood Homes of Columbia, LLC ("Eastwood" or "Defendant"), as follows:

FACTS

On or about August 18, 2020, Plaintiffs entered into a New Home Purchase Agreement ("Contract") with the Defendant whereby the Defendant agreed to sell the lot located at 351 Parish Farms Drive in Summerville, South Carolina to Plaintiffs and construct the residence on the lot ("Property") for and in consideration of the sum of $383,930.00 and pursuant to the terms of the Contract, a copy of which is attached to Defendant's motion for summary judgment. Plaintiffs provided, in good faith, an earnest money check in the amount of $3,500.00 to be held in escrow until closing. Plaintiffs further provided, in good faith, certain binder monies in the amount of $3,769.00.

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Plaintiffs and Defendant were in communication regularly regarding the progress of the construction on the Property, and Plaintiffs expended time and effort to plan the specifics of the residence and in tracking the progress of the construction. Pursuant to the Contract, the closing was to take place upon the completion of construction at a time to be established by the Defendant. Ameris Bank issued approval to Plaintiffs for financing in the amount of Four Hundred Thousand ($400,000.00) Dollars, sufficient financing to satisfy any contingency in the contract, and Plaintiffs provided the notification of loan approval to Defendant.

On April 7, 2021, Plaintiffs contacted Eastwood through Dion Matheney to request "concessions" for previous construction delays in the form of adding a patio to the construction "at cost." On April 8, 2021, Dion Matheney, on behalf of Defendant, contacted Plaintiffs to inform them their contract would be terminated because Eastwood was "not going to be able to make [Plaintiffs] a happy customer." Subsequently, Dion Matheney issued a letter to Plaintiffs terminating the contracted stating that Plaintiffs "have not fulfilled the obligations you agreed to on the contract" and cites "item 13" of the August 18, 2020, Contract. The communications are attached hereto as Exhibit A. Plaintiffs satisfied all conditions precedent in accordance with the Contract including, but not limited to, the conditions set forth in Item 13. As set forth in the termination letter, Defendant placed the Property back on the market for sale.

STANDARD OF REVIEW

South Carolina Rule of Civil Procedure 56 states that, "a party against whom a claim, counterclaim, or cross-claim is asserted or a declaratory judgment is sought may, at any time, move with or without supporting affidavits for a summary judgment in his favor as to all or any part thereof." *See* S. C. R. Civ. Pro. 56(b). Summary judgment is a drastic remedy, which should be cautiously invoked so that no person will be improperly deprived of a trial of the disputed factual

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issues. *Baughman v. American Tel. & Tel. Co*., 306 S.C. 101, 410 S.E.2d 537, 543 (1991). In addition, "in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment." *Hancock v. Mid-South Mgmt. Co., Inc*., 381 S.C. 326, 673 S.E.2d 801, 803 (2009). "Summary judgment is appropriate when it is clear that there is no issue of material fact and that the moving party is entitled to a judgment as a matter of law." *Café Assocs. Ltd. V. Gerngross*, 305 S.C. 6, 406 S.E.2d 162,164 (1991); Rule 56(c) SCRCP. Summary judgment should not be granted even when there is no dispute as to evidentiary facts if there is a dispute as to the conclusion to be drawn from such facts. *Bagus v. Wessinger*, 303 S.C. 412, 401 S.E.2d 169 (1991). In ruling on a motion for summary judgment and determining whether there is any genuine issue of material fact, the Court must construe all ambiguities, conclusions, and inferences arising from the evidence most strongly against the moving party and most favorably to the non-moving party. *See Mulligan v. Liberty Life Ins. Co.*, 443 S.E.2d 381, 382 (S.C. 1994). The Court should deny this motion because, when viewed in the light most favorable to the non-moving party, the Plaintiffs, there is far more than a mere scintilla of evidence in question. Summary judgment on this Motion should be denied.

ANALYSIS

I. Eastwood's Liquidated Damages Clause is Unconscionable and Unenforceable.

First, this Court should deny Eastwood's motion based upon the wholly unconscionable terms contained in the contract, specifically, its liquidated damages provision. Given the absence of meaningful choice necessarily involved in connection with the contract, coupled with the one-sided nature of it liquidated damages provision, this Court should find said provisions unenforceable, and thus, deny Eastwood's motion for summary judgment. *D.R. Horton*, 403 S.C.

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10, 17, 742 S.E.2d 37, 41 (2013) *citing* S.C. Code § 36-2-302(1) (2003) ("[South Carolina] legislation permits this Court to refuse to enforce any unconscionable clause in a contract or to limit its application so as to avoid an unconscionable result.") (internal citations omitted).

Under our jurisprudence, "unconscionability" is defined to include both an absence of meaningful choice as well as oppressive, one-sided contractual provisions. *Simpson v. MSA of Myrtle Beach*, 373 S.C. 14, 25 644 S.E.2d 663, 668-69 (2007); *Carolina Care Plan, Inc. v. United Health Care Servs., Inc.*, 361 S.C. 544, 554, 606 S.E.2d 752, 757 (2004) (defining unconscionability as "the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them and no fair and honest person would accept them.").

a. Absence of Meaningful Choice

"Absence of meaningful choice on the part of one party generally speaks to the fundamental fairness of the bargaining process in the contract at issue." *Id.* (citations omitted). "In determining whether a contract was 'tainted by an absence of meaningful choice,' courts should take into account the nature of the injuries suffered by the plaintiff; whether the plaintiff is a substantial business concern; the relative disparity in the parties' bargaining power; the parties' relative sophistication; whether there is an element of surprise in the inclusion of the challenged clause; and the conspicuousness of the clause." *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669 (citations omitted).

"[U]nder general principles of state contract law, an adhesion contract is a standard form contract offered on a 'take-it-or-leave-it' basis with terms that are not negotiable." *Id.* at 373 S.C. at 26-27, 644 S.E.2d at 669. In circumstances involving adhesion contracts, an absence of meaningful choice is readily apparent based upon the lack of bargaining power. Accordingly,

adhesion contracts, are subject to "considerable skepticism" due to the disparity in bargaining positions of the parties. *Id.* at 27, 644 S.E.2d at 669.

Here, Plaintiffs had *no choice* and *zero input* as to the aspects of Eastwood's contract, including the contract's liquidated damages provision. Plaintiffs were not provided the opportunity to negotiate the liquidated damages provision of the contract in that the contract is offered on a 'take-it-or-leave-it' basis to all Eastwood purchasers. Furthermore, Plaintiffs are not in the residential construction or real estate professions, and therefore, this case is distinguishable from cases where the parties were sophisticated business entities in an arms-length negotiation and cases where the parties had the opportunity to negotiate terms.

Given Plaintiffs are unsophisticated in the residential construction and real estate professions, lacked bargaining power, and were presented with Eastwood's contract on a take-it-or-leave-it basis, there is clearly an absence of meaningful choice. *Simpson*, 373 S.C. at 27, 644 S.E.2d at 670 ("Applying the factors considered by the Fourth Circuit in analyzing arbitration clauses, we also acknowledge Simpson's claim that she did not possess the business judgment necessary to make her aware of the implications of the arbitration agreement...."); *Lackey v. Green Tree Fin. Corp.*, 330 S.C. 388, 394, 498 S.E.2d 898, 901 (Ct. App. 1998) (recognizing a contract of adhesion is generally thought of as a standard form contract, offered on a take-it-or-leave-it basis, containing non-negotiable terms).

As such, this Court cannot ignore the "adhesive" nature of the liquidated damages provision -- non-negotiable provisions which were drafted by Eastwood on a take-it-or-leave-it basis- and which functioned to contract away certain significant rights and remedies otherwise lawfully available to Plaintiffs. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 668-69 ("Although this Court acknowledges that parties are always free to contract away their rights, we cannot, under the

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circumstances, ignore the inconspicuous nature of a provision, which was drafted by the superior party, and which functioned to contract away certain significant rights and remedies otherwise available to [Plaintiff] by law…").

b. Oppressive/One-Sided Terms

Specifically, as to oppressive terms, the South Carolina Court of Appeals in *Smith versus D.R. Horton* affirmed a trial court's decision finding the arbitration provision contained in a D.R. Horton purchase contract unconscionable and unenforceable due to the "cumulative effect" of partisan provisions. *Smith v. D.R. Horton, Inc.*, 403 S.C. 10, 15, 742 S.E.2d 37, 40 (Ct. App. 2013). The trial court, confronted with a motion to compel arbitration brought by D.R. Horton, viewed the warranties and arbitration section of the purchase contract *as a whole*, finding it "referenced that certain disputes are to be resolved by mandatory binding arbitration along with an entire host of attempted waivers of important legal remedies…" *Id.* Per its review, the trial court held the sections' collective attempt to disclaim implied warranty claims was oppressive and unconscionable. *Id.* The trial court further found "perhaps even more stark [were] the provisions in the Limitations of Liability…" in which D.R. Horton claimed it could not be liable for monetary damages of any kind. *Id.* Based upon the foregoing, the trial court concluded, and our Court of Appeals subsequently affirmed, the arbitration provision was "wholly unconscionable and unenforceable based on the cumulative effect of a number of oppressive and one-sided provisions." *Id.*

The liquidated damages provision in Eastwood's contract provides, in pertinent part, as follows:

> If for any reason, a bona fide, dispute should arise between the Buyer and Seller, in Seller sole judgment, prior to Closing, and if such bona fide dispute cannot be resolved to their mutual satisfaction then Seller at its sole option may terminate this Agreement by written notice to the Buyer prior to Closing. If Seller terminates

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> this Agreement, Seller shall return to Buyer all deposits, whether refundable or not, and pay the Buyer an additional amount of $100.00, as liquidated damages in the event the Seller cancellation constitutes a default under this agreement. Buyer agrees that such sum is a fair determination of Buyer's damages in the event such cancellation constitutes a default by Seller hereunder. Being that actual damages are difficult to assess. Buyer shall have no other right or remedies should the Seller exercise such right of cancelation prior to closing.

In other words, Eastwood's contract contains remedial provisions similar to the provision found unconscionable in *D.R. Horton.* Clearly, under our state law principles of contract interpretation, such limitations offered on a take it or leave it basis and which serve to wrongfully deprive substantial rights while concomitantly eviscerating means of recovering damages are unconscionable. Eastwood attempts to use their oppressive liquidated damages provision to unilaterally and arbitrarily terminate Plaintiffs' contract and pay meager damages of $100.00 while Plaintiffs incur significant monetary loss in the form of consequential damages and lost profits.

Given such unconscionable provisions are unenforceable according to South Carolina law, this Court should deny Eastwood's Motion so as to avoid any unconscionable result. *Id. citing* S.C. Code § 36-2-302(1) (2003) ("If a court as a matter of law finds any clause of a contract to have been unconscionable at the time it was made, the court may refuse to enforce the unconscionable clause, or so limit its application so as to avoid any unconscionable result....")

II. Genuine issues of material fact exist as to Eastwood's unilateral termination of the Contract.

a. Eastwood's inconsistent communications regarding the termination of the contract create a question of fact.

Beginning with the email from Dion Matheney on April 8, 2021, Eastwood provided several inconsistent reasons for terminating its contract with Plaintiffs. In his email, Mr. Matheney stated that the contract was being terminated because "we are not going to make you a happy customer." In response to this email, Plaintiffs respond via email that they are "happy with the

progress. . . " and "are committed to this property. . . . " Subsequently, via letter dated April 21, 2021, Mr. Matheney contacted Plaintiffs to inform them that the contract was being terminated for failure to fulfill their obligations under "Item 13" of the contract. As discussed above, Item 13 sets forth Plaintiff's obligation to make a loan application. In his deposition, Mr. Matheney does not dispute the fact the Plaintiffs submitted a loan application. Matheney Dep. pp. 21-27. Mr. Matheney further testifies that the letter dated April 21, 2021, was merely a form letter used to terminate contracts and did not apply to Plaintiff's alleged breach. *Id.* Now, in its Motion for Summary Judgment, Eastwood is alleging the termination is based on Plaintiffs' "abusive and harassing behavior as well as Plaintiffs' demands for concessions."

Defendant continues to defend its breach of contract on contradictory grounds and inconsistent contract provisions. These inconsistencies not only create genuine issues of material fact as to the reason for termination of the contract but also as to the validity of the termination. When viewed in the light most favorable to Plaintiffs, there is more than a of scintilla of evidence in question. Therefore, Defendant's Motion for Summary Judgment should be denied and these questions of fact should be determined by a jury.

b. There exists a question of fact as to whether a bona fide dispute existed between Plaintiffs and Eastwood.

As shown by the testimony of Mr. Matheney, genuine issues of material fact exist as to whether there was a bona fide dispute between Plaintiffs and Eastwood. Mr. Matheney testified that Eastwood had continuous unresolved disputes with Plaintiffs. Matheney Dep. pp. 57-59. However, per the communications between Mr. Matheney and Mr. Button attached here as Exhibit A, Plaintiffs were satisfied with the progress of construction and no disputes existed at the time of the termination by Eastwood. Eastwood made an arbitrary and unilateral decision to terminate the Plaintiffs' contract 7 months into the agreement by alleging the existence of a dispute. However,

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Plaintiffs have presented more than a scintilla of evidence that no bona fide disputes existed at the time Eastwood terminated the contract. Thus, Eastwood motion for summary judgment should be denied.

c. A question of fact exists as to whether Eastwood's termination was proper.

Even if Eastwood *could* have terminated for Plaintiffs' alleged breaches, a jury question exists as to whether its exercise of that right was proper. There exists in every contract an implied covenant of good faith and fair dealing. *Commercial Credit Corp. v. Nelson Motors, Inc.*, 247 S.C. 360, 147 S.E.2d 481 (1966).

Since Plaintiffs were accepting of the response to their request for concessions, there is a question of fact whether its termination of the agreement was justified, was unreasonably harsh and/or caused unnecessary damage. As discussed above, there is evidence that the claimed disputes were minor, at worst. On the other hand, there is also evidence that Eastwood gave Plaintiffs multiple conflicting reasons as to why they were terminating the contract. Under such circumstances, there is at least a factual question as to whether Eastwood's sudden and unexpected termination of the agreement was a good faith exercise of Eastwood's claimed contractual rights.

CONCLUSION

For the reasons set forth above, Plaintiffs respectfully request the Court deny Defendant's Motion for Summary Judgment.

[SIGNATURE ON FOLLOWING PAGE]

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ROSEN HAGOOD, LLC

By: __s/Elizabeth F. Nicholson_____

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ATTORNEYS FOR PLAINTIFF

Charleston, South Carolina
March 1, 2022

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Berkeley
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP0801025

Richard G. Button, Jr. et al
PLAINTIFF(S)

Eastwood Construction Partners, Llc et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☑ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

Defendant Eastwood Construction Partners, LLC's motion for summary judgment heard March 3, 2022 is DENIED.

ORDER INFORMATION

This order ☐ ends ☑ does not end the case. ☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 03/03/2022 .

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

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Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

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Berkeley Common Pleas

Case Caption:	Richard G. Button Jr. , plaintiff, et al VS Eastwood Construction Partners, Llc , defendant, et al
Case Number:	2021CP0801025
Type:	Order/Electronic Form 4

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134



Swygert Landing - Phase 3 Development
Eastwood Construction Sales Activity

PID	CLOSE CODE	NAME	ADDRESS	LOCATION	LOT SIZE	SQ FT
312020[illegible]	VAC-RES-LOT	SUPRUNOWICZ STEW[illegible]	2260 Claymont Street	Block; Lot 132	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	AYERS MATTHEW D	2[illegible] Claymont Street	Block; Lot 133	0[illegible]	[illegible]
312020[illegible]	RESIDENTIAL	WELSOCK GRANT MYRON	1144 Cobalt Drive	Block; Lot 134	0.30	[illegible]
312020[illegible]	RESIDENTIAL	ALLIO JOSEPH C	1134 Cobalt Drive	Block; Lot 135	0.42	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2261 Clements Ferry Road	Block; Lot 136	0.36	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 137	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 138	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 139	0.47	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 140	0.51	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 141	0.[illegible]	[illegible]
312020[illegible]	RESIDENTIAL	STEWART WILLIAM	1101 Cobalt Drive	Block; Lot 142	0.41	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 143	0.46	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 144	0.4	[illegible]
312020[illegible]	RESID-SFR	WOLBERT DEBRA V	2031 Summit Street	Block; Lot 145	0.4	[illegible]
312030[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 146	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 147	0.[illegible]	[illegible]
312030[illegible]	RESID-SFR	ELLER MICHAEL B	2005 Summit Street	Block; Lot 148	0.[illegible]	[illegible]
312020[illegible]	RESID-SFR	SOSA-OLIVOS WILLIAM R	2002 Claymont Street	Block; Lot 149	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 150	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	URQUHART KRISTEN WALKER	2021 Summit Street	Block; Lot 151	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot 152	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	ALLTMAX BASED[illegible]	2021 Summit Street	Block; Lot 153	0.[illegible]	[illegible]
312020[illegible]	RESID-SFR	STEVENS KATHY CECIL	2010 Summit Street	Block; Lot 154	0.[illegible]	[illegible]
312020[illegible]	RESID-SFR	KREAMER GARRETT	1105 Gleam Court	Block; Lot 155	0.31	[illegible]
312020[illegible]	RESID-SFR	KING EUGENE	2005 Summit Street	Block; Lot 156	0.[illegible]	[illegible]
312020[illegible]	RESID-SFR	MOODY MILLARD C	2010 Claymont Street	Block; Lot 157	0.[illegible]	[illegible]
312020[illegible]	VAC-RES-LOT	EASTWOOD CONSTRUCTION	2265 Clements Ferry Road	Block; Lot [illegible]	0.[illegible]	[illegible]

ROA_000943

	A	B	C	D	E	F	G	H	I	J
1										
2										
3										
4	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	Remarks
5	[illegible]	L19-027-0276	$[illegible]	29-Jan-21	[illegible]					
6	[illegible]	L19-027-0276	$[illegible]	[illegible]	21-Apr-21					
7	[illegible]	L19-027-0276	$[illegible]	15-Oct-20	[illegible]					Yes(to wife)
8	[illegible]	L19-027-0276	$[illegible]	5-Oct-20	[illegible]					
9		L19-027-0276				Waite	January 12 2021			
10		L19-027-0276				Ayson	September 17 2020			
11		L19-027-0276				[illegible]	September 15 2020			
12		L19-027-0276								
13		L19-027-0276				Ellerton	September 15 2020			
14		L19-027-0276				O'Grady	December [illegible] 2020			
15	[illegible]	L19-027-0276	$[illegible]	14-Jan-21	17-Dec-20					
16		L19-027-0276				Tenaqueat	September [illegible] 2020			
17		L19-027-0276								
18	[illegible]	L19-027-0276	$[illegible]	20-Jan-21	29-Dec-20					
19		L19-027-0276				Quinn	November 11 2020			
20		L19-027-0276				Daly	December 17 2020			
21	[illegible]	L19-027-0276	$[illegible]	31-Jul-20	28-Jul-20					
22	[illegible]	L19-027-0276	$[illegible]	2-Oct-20	14-Sep-20					Yes
23		L19-027-0276				Drake	September 29 2020			
24	[illegible]	L19-027-0276	$[illegible]	14-May-21	9-Dec-20					
25		L19-027-0276		3-Oct-20	15-Sep-20					
26	[illegible]	L19-027-0276	$[illegible]	23-Apr-21	7-Apr-21					
27	[illegible]	L19-027-0276	$[illegible]	23-Apr-21	7-Apr-21					
28	[illegible]	L19-027-0276	$[illegible]	30-Jul-20	28-Jul-20					Yes
29	[illegible]	L19-027-0276	$[illegible]	31-Aug-20	5-Aug-20					
30	[illegible]	L19-027-0276	$[illegible]	6-Jan-20	20-May-20					
31		L19-027-0276								

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4	[redacted]	[redacted]	[redacted]	[redacted]
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6				
7	[redacted]	Grant Ivent & Gilliane Nelson	8945-3n4	Weeks & Irvine
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22	[redacted]	Robert E. Downey, Jr.	11452021	Rubin & Kellogg
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29	[redacted]	Michael Damagyeni Kari Baker	1121-5N2	Weeks & Irvine
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