

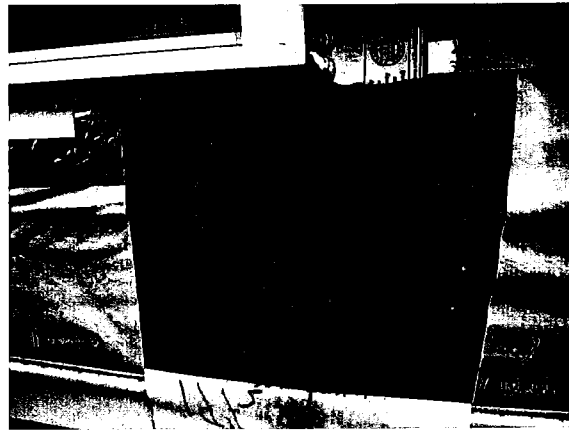
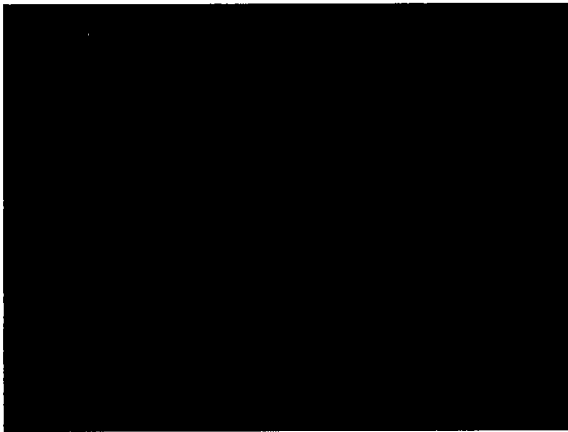
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Dec 16 2024

SC Court of Appeals

Exhibit 1

**Appellant Return to Respondent's Motion to Dismiss
Appellate Case No.: 2024-00124**



Mr. Sisroy recommended that due to the improper installation of the window flashings, it will be necessary to remove the windows to allow for the repair of water intrusion damage and to correct construction deficiencies. Sisroy Report 3/8/2018 Report at 6(I). The HOA's repair contractor, Gary Moore, priced new windows due to the requirement that the existing windows be taken out to make the required flashing repairs. Moore Dep. 9/24/20 47:4-48:5. The necessity of the windows removal is due to deficiencies in the window flashings – an area the HOA is required to maintain. Therefore, contrary to BFS's assertion, the HOA does have standing and the requirement to bring the claim for the deficiencies in the window installation. Therefore, BFS's Motion for Summary Judgment should be denied.

Respectfully submitted,

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Dated: July 19, 2024