

EXHIBIT 4

Affidavit of Stephen Fisher, Margel Henning and Erin K. Blevins

Pages 1, 2, 3, 4, 5 and 6 only.

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
CAMBRIDGE LAKES HOA,)
)
Plaintiff,)
)
v.)
)
JOHNSON KOOLA,)
)
Defendant.)
_____)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO. 2010-CP-10-9305

AFFIDAVIT OF STEPHAN FISCHER

5/28/2003

PERSONALLY APPEARED before me, Stephan Fischer, who, being duly sworn, deposes and says as follows:

1. My name is Stephan Fischer. I am over the age of 18 and am legally competent to declare the facts stated herein.
2. I reside at 2714 Big Fire Court, Mt. Pleasant SC 29466 and own a unit at 1597 Cambridge Lakes Drive, Mount Pleasant, South Carolina.
3. Cambridge Lakes Horizontal Property Regime was established through the filing of a Master Deed dated March 24, 2003 and recorded on February 24, 2003 in the RMC Office for Charleston County, South Carolina at Book T437, Page 047 and re-recorded on April 3, 2003 at Book Z442, Page 422 ("Master Deed").
4. Cambridge Lakes Condominium Homeowners Association, Inc. is a non-profit homeowners association organized under, and subject to, the laws of the State of South Carolina. It was created and established by filing the proper formation documents with the South Carolina Secretary of State on April 25, 2003 (the "Association").
5. I have been a director of the Association since on or about January 2005 and have personal knowledge as to the business affairs of the Association and the account of Johnson D. Koola.

Ex 4 P1

13. The Association's budget is reviewed and adjusted annually. The review of yearly expenditures plus anticipated increases of utilities or repairs is the determining factor when making adjustments to future annual budgets. ~~The annual budget does not change during the calendar year. The budget is presented to the Association members at the annual meeting and the new annual budget takes effect on January 1st each year. Association members may review the proposed annual budget from the date of the annual meeting until January 1st of the new year to review the proposed budget.~~ Attached as Exhibit C to my affidavit are the 2010 Annual Homeowners Meeting Minutes. I certify that the attached meeting minutes are true and accurate copies of the originals, that it is the regular practice of the Association to create said minutes and that said minutes are kept in the ordinary course of business by the Association.

14. In October 2004, the control of the Association was turned over from the developer, Cambridge Two, LLC, to its members.

15. ~~In March/April 2008, the Board of Directors learned of potential construction defects to the Association Property. (See Ex. B at 2, 5).~~

16. The construction defects were not disclosed by Cambridge Two, LLC when the Association was turned over to its members.

17. ~~Pursuant to the Association Bylaws, the Association has the power to maintain, repair, replace and operate the common elements at Cambridge Lakes.~~

18. Pursuant to the Association Bylaws, the Association also has the power to retain legal counsel.

19. ~~Immediately upon learning of the defects, the Association retained attorney John C. Hayes, IV to file a construction lawsuit on its behalf.~~

20. ~~The Association did not levy any special assessments against its members to pay for the lawsuit. No member's assessments were increased because of the construction lawsuit.~~

EX 4 P 2

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)
)
CAMBRIDGE LAKES HOA,)
)
Plaintiff,)
)
v.)
)
JOHNSON KOOLA,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO. 2010-CP-10-9305

AFFIDAVIT OF MARGEL S. HENNING

4/4/2008

PERSONALLY APPEARED before me, Margel S. Henning, who, being duly sworn, deposes and says as follows:

1. My name is Margel S. ("Ann") Henning. I am over the age of 18 and am legally competent to declare the facts stated herein.
2. I own real property located at 1435 Cambridge Lakes Drive, Mount Pleasant, South Carolina.
3. I have been a director of the Association since 2004 and have personal knowledge as to the business affairs of the Association and the account of Johnson D. Koola.
4. Whenever taking action as a director of the Association, I acted in my official capacity as a director and acted in the best interests of the Association.
5. Since November 2009, Mr. Koola failed to pay his monthly regime fee to the Association.
6. On August 10, 2010, the Association filed this lawsuit against Mr. Koola in the Charleston County Small Claims Court to collect unpaid monthly assessments.

EX4 P3

7. The sole purpose of filing this lawsuit was to recover payment of delinquent assessments from Koola, an action the Association was authorized to take under the Master Deed and Bylaws and was required to take to preserve its assets.

8. During Association Board Meetings, a delinquency report is presented to the Board and we discuss the legal options authorized under the Master Deed and Bylaws that should be taken against delinquent homeowners.

9. During my time as a director of the Association, several liens and collections lawsuits have been filed against members, many of which resulted in the Association obtaining a personal judgment against the homeowner.

10. Pursuant to the Association Bylaws, the Association has the power to maintain, repair, replace and operate the common elements at Cambridge Lakes.

11. Pursuant to the Association Bylaws, the Association also has the power to retain legal counsel.

12. When the Board learned of certain construction defects to the common elements of Cambridge Lakes, we retained attorney John C. Hayes, IV to file a construction lawsuit on the Association's behalf.

13. The Association did not levy any special assessments against its members to pay for the lawsuit. No member's assessments were increased because of the construction lawsuit. Thus, the Association was not required to obtain approval from the members prior to filing the construction lawsuit.

14. All expenses associated with the construction lawsuit and paid by the Association were paid from an Association Reserves Account.

STATE OF SOUTH CAROLINA)
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COUNTY OF CHARLESTON)
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CAMBRIDGE LAKES HOA,)
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IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO. 2010-CP-10-9305

AFFIDAVIT OF ERIN K. BLEVINS

PERSONALLY APPEARED before me, Erin K. Blevins, who, being duly sworn, deposes and says as follows:

1. My name is Erin K. Blevins. I am over the age of 18 and am legally competent to declare the facts stated herein.
2. I own real property located at 1451 Cambridge Lakes Drive, Mount Pleasant, South Carolina.
3. I have been a director of the Association since approximately 2005 and have personal knowledge as to the business affairs of the Association and the account of Johnson D. Koola.
4. Whenever taking action as a director of the Association, I acted in my official capacity as a director and acted in the best interests of the Association.
5. Since November 2009, Mr. Koola failed to pay his monthly regime fee to the Association.
6. On August 10, 2010, the Association filed this lawsuit against Mr. Koola in the Charleston County Small Claims Court to collect unpaid monthly assessments.

EXH D5

7. The sole purpose of filing this lawsuit was to recover payment of delinquent assessments from Koola, an action the Association was authorized to take under the Master Deed and Bylaws and was required to take to preserve its assets.

8. During Association Board Meetings, a delinquency report is presented to the Board and we discuss the legal options authorized under the Master Deed and Bylaws that should be taken against delinquent homeowners.

9. During my time as a director of the Association, several liens and collections lawsuits have been filed against members, many of which resulted in the Association obtaining a personal judgment against the homeowner.

10. Pursuant to the Association Bylaws, the Association has the power to maintain, repair, replace and operate the common elements at Cambridge Lakes.

11. Pursuant to the Association Bylaws, the Association also has the power to retain legal counsel.

12. The Association retained attorney John C. Hayes, IV to file a construction lawsuit on its behalf immediately upon learning of construction defects to the Association's common elements.

13. The Association did not levy any special assessments against its members to pay for the lawsuit. No member's assessments were increased because of the construction lawsuit. Thus, the Association was not required to obtain approval from the members prior to filing the construction lawsuit.

14. All expenses associated with the construction lawsuit and paid by the Association were paid from an Association Reserves Account.