

4. In February 2004, I bought a condominium in Cambridge Lakes Subdivision in Mount Pleasant, South Carolina. Master Deed of the Cambridge Lakes Horizontal Property Regime categorically stated that the Master Deed complied with the provisions of South Carolina Horizontal Property Act. The Builder's Certification certified that the structural, health & safety repairs and remodeling have been completed.

5. I made 10% down payment at the time of purchase and made additional payments to the remaining principal balance. At the end of 2009, I had more than 25% equity in my condominium, which made me feel that I have a safe and secure place to live.

6. On few occasions, I questioned the members of the Board of Directors of the Homeowners Association ("HOA") on certain irregularities in the financial statements presented to the homeowners. These would show to the homeowners that there are no regime dues form any homeowners while during the annual meetings the Board members will announce that there are regime dues form several homeowners.

7. By the end of June 2008, HOA informed the homeowners through a letter that it has filed a lawsuit against the developers and sellers and other parties for construction defects, which later included Horizontal Property Act violations. The HOA asked the homeowners to join the lawsuit on the condition that they assign their rights and claims to the HOA, and agree to payment of unspecified amount of regular and special assessments with late fees when called for. For this reason, I did not join the lawsuit.

8. By 2008, my income was limited to Social Security benefits and decided to sell my condominium to pay off my mortgage related payments and move to a rental apartment. I could not sell it in 2008 because the ongoing construction defects lawsuit.

9. In March 2009, I filed for Chapter 7 Bankruptcy. After discharge form Bankruptcy, I tried to sell the condominium again, but could not sell it.

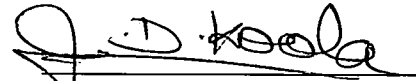
10. By the fourth quarter of 2009, I became insolvent.
11. When informed of my voluntary offer to pay off regime dues through short sale of my condominium, the HOA placed Lien on it in May 2010, which triggered a series of legal actions against me; one Lien, one Lis Pendens, HOA's civil action to collect dues and three foreclosure actions. I cancelled my short sale attempts in late 2010.
12. I have personal knowledge of the fact that in February/March 2010, the HOA allowed my neighbor (at 1583 Cambridge Lakes Dr) to sell his condominium through short sale, and that the HOA did not collect the unpaid regime dues from him.
13. I also have personal knowledge of the facts that the HOA did not collect any unpaid dues from three other neighbors at 1423, 1455 and 1491 Cambridge Lakes Dr. and allowed them to move out.
14. I also have personal knowledge of the facts that the HOA does not collect unpaid dues from insolvent homeowners after foreclosure. I learn from reading the financial statements of the HOA that the unpaid and uncollected share of the regime dues is deemed as Common Expense collectible from all remaining homeowners. On previous occasions, the HOA has collected unpaid dues of other insolvent homeowners from me through my monthly regime payments.
15. I also have personal knowledge of the fact the HOA has collected unpaid dues from homeowners who have income by way of wages and other assets and resources.
16. I receive only limited social Security income and have no other resources. My inability to sell my condominium during 2008-2009 because of the HOA's construction defects lawsuit rendered me insolvent. After foreclosure sale of my condominium, which is imminent, the Court will prorate the proceedings among my creditors when the HOA would receive their dues.

17. As part of my Affidavit, I attach the following documents to it: 1. "Notice of Condominium Conversion and Offer to Purchase", 2."May 2008 and June 2008 Minutes of the HOA Board meeting", 3."Cambridge Lakes HOA Registration Certificate", 4. "Certificate of Insurance for Liability Coverage", 5. "Copies of the HOA's Annual Budget for 2009 and 2013".

THE AFFIANT FURTHER SAYETH NOT.

Dated: August 19, 2015

Respectfully submitted,



Johnson Koola
1587 Cambridge Lakes Dr
Mt Pleasant, SC 29464
(843) 849-9241
Petitioner pro se



My Commission Expires June 22, 2022

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Cambridge Lakes

MOUNT PLEASANT

Cambridge Two, LLC
1930 Cambridge Lakes Drive
Mount Pleasant, SC 29406

Re: *Notice of Condominium Conversion and Offer to Purchase*

Dear Resident:

Please be advised that Cambridge Two, LLC ("Owner") is looking into the conversion of Cambridge Lakes, located at 1930 Cambridge Lakes Drive, Mount Pleasant, South Carolina, into a condominium regime. If the Owner proceeds with this conversion, the building in which the apartment you currently lease from the Owner is located, will be subdivided into separate condominium units pursuant to S.C. Code § 27-31-10 et seq. (the "Condominium Act") and the Master Deed of Cambridge Lakes Horizontal Property Regime.

Please be advised that pursuant to the Condominium Act you have the following rights:

(a) Owner may not require you to vacate your apartment until expiration of your lease or for one hundred twenty days (if you are age sixty or older) or ninety days (if you are under the age of sixty) following delivery of this letter, whichever is longer, and the terms of your tenancy may not be altered during that period. Your rights and obligations during any tenancy extended by the Condominium Act will remain the same as before the extension. Notwithstanding the foregoing, any notice which under the terms of your tenancy is required to be given to prevent the automatic renewal or extension of the term of your tenancy may be given by Owner during the foregoing period. In addition, the Condominium Act does not prevent termination of a lease according to law for violation of its terms. This letter serves as notice that the Owner will be terminating your lease, unless other arrangements have been made and put in writing by you and the property manager, effective on the earliest possible date permitted by your lease and the law and in accordance with the terms thereof.

(b) Owner is required to offer you the right to purchase the apartment you occupy at a specified price and upon specified terms. If you accept such offer, which is provided by Trademark Properties, please be advised that the Owner's obligation to sell the apartment to you will be conditioned on its decision, in its sole discretion, to proceed with the conversion. The price and terms offered to you are required to be at least as favorable as the price and terms offered to prospective purchasers who are not tenants in possession of apartments in the complex. You must be allowed sixty days



in which to accept such offer and, in the event you shall not have accepted the offer within the sixty days, Owner shall be prohibited for an additional fifty days (if you are age sixty or older) or fifteen days (if you are under the age of sixty) from making an offer to convey the apartment to any other person at a price or upon terms more favorable than those offered to you, unless such more favorable offer first shall have been extended to you for your exclusive consideration for a period of ten days. Acceptance of an offer by you must be in writing.

(c) In connection with the offer to purchase required to be extended to you by Owner, Owner is required to provide you with the written report of an independent registered architect or engineer describing the physical condition of the apartment building that has been converted, the general condition of all common elements, a good faith estimate of the remaining useful life of the items reported on, and a list of any notices of uncured violations of building codes or other county or municipal regulations, together with the estimated cost of curing those violations. Such a report will be forwarded to you in due course. Notwithstanding the time periods set forth in paragraph (b) above, you will not be required to accept the offer in paragraph (b) sooner than ten (10) days after this report is sent to you.

In accordance with your rights under the Condominium Act, Owner hereby offers to sell the apartment occupied by you at the price and upon the terms and conditions of the Purchase and Sale agreement provided by Trademark Properties. Therefore, if you are interested in executing a purchase and sale agreement, please contact Trademark Properties within sixty (60) days.

Our goal is to provide all of our residents with an affordable home ownership opportunity while undertaking improvements that will make you proud to call Cambridge Lakes your home.

Our Resident Manager, Roxanne Robbins can be reached at 881-1330 for lease-related questions. The Trademark Properties Real Estate Team is can be reached by telephone at (843) 762-0110

Thank you for making Cambridge Lakes your home. We look forward to serving you in the future.

Very truly yours,

CAMBRIDGE TWO LLC

By: 

Member

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5/27/2008 Cambridge Lakes HOA Board Meeting Minutes

The Cambridge Lakes Home Owner's Association Board met on May 27, 2008 at the Clubhouse in Mount Pleasant, South Carolina.

Members present: Blevins, Erin; Fischer, Steve; Henning, M. "Ann";
Martin, John ; Merriman, Jay

Management present: Moore, Joy

President Fischer called the meeting to order at 6:15 P.M.

Minutes The minutes were approved as read.

Reports

Property manager

Budget The budget was discussed.

Delinquent Two homeowners are delinquent in Regime fee payment. Four other home owners have been placed in the foreclosure procedure.

Unfinished Business

Project list

Dormer repair Ms. Moore to get other quotes.

Entrance sign The entrance sign was power washed. Repainting of sign deferred to Finance Committee.

Broken window Ms. Moore to get quotes for broken window pane (Bldg D), not total replacement of window.

Leaks Ms. Moore to get estimates.

Edging Placing of Edging around first floor porches and bay windows has been deferred. Ms. Moore will notify the Greenery to keep pine straw off buildings

Insurance Ms. Moore will get written explanation of unplanned \$10,000 increase in premium.

HVAC contract Ms. Moore will notify Climate Makers of cancellation of our contract. She will get 2 more quotes for the next meeting.

Copier Removal Ms. Moore has notified copier owner of cancellation. The HOA has to pay for insurance and removal of the copier back to Georgia.

Pg 2.

New business

Rental units Several units have been listed as rental units. Ms. Moore will notify these owners of the need to register them with her and the fee for non compliance. One owner is offering to let prospective owners/renters to stay in the unit. Ms. Moore will also notify that owner (1421) that the lease terms is 6 months - and he is subject to be fined.

Ms. Moore will send out an annual letter to all homeowners asking for a copy of the lease and names of lessees as well as fine amount for non-compliance.

Newsletter Board members will submit ideas, or topics to Ms. Moore for a summer newsletter. Mr. Merriman will help Ms. Moore to put the letter in a correct format.

H.O. request The Board denied a request to reimburse a home owner for the carpet in his secondary to poor maintenance of the air conditioning .

Boatyard Ms. Moore will send out an annual letter for owners who have registered their boats to send in the \$25 fee for this year.

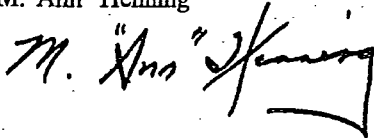
Mr. Merriman asked about Jet skis-which are permissible if properly registered (showing that they own the condo unit as well as the boat/jet skis). Trailers are not permitted.

CD rate Ms Moore reported that the rate of our CD is 3.35%

Adjournment Mr. Fischer adjourned the meeting at 7:50 P.M.

Next meeting June 24 at 6:00 P.M.

Secretary M."Ann" Henning

A handwritten signature in cursive script that reads "M. 'Ann' Henning". The signature is written in dark ink and is positioned below the typed name of the secretary.

6/24/2008 Cambridge Lakes HOA Meeting Minutes

The Cambridge Lakes Home Owner's Association Board met on June 24 2008 at the Clubhouse in Mount Pleasant, South Carolina.

Members present: Blevins, Erin; Fischer, Steve ; Henning, M."Ann";
Martin, John; Merriman, Jay
Management present: Moore, Joy

President Fischer called the meeting to order at 6:20 P.M.

Minutes The minutes of April 27, 2008 were approved as read.

Reports

Property manager

Budget The budget was discussed.

Delinquent Fees A discussion of those property owners who have not paid their Regime Fees were discussed. Three owners are in the foreclosure procedure.

Financial committee

Ms. Blevins gave the report (See Attached report).

MOTION

Insurance Ms. Blevins suggested that the Board accept the change suggested by the
Renewal Finance committee- to increase the amount of our deductible from \$5,000 to \$10,000. (this would lower our annual premium by \$7,107).

The motion was approved.

Insurance Quote An earlier discrepancy in the verbal versus the written quote has never been explained and decided to close the topic.

MOTION

Lagoons

Contract Ms. Blevins moved that Aquatics Management Services have their contract Renewed September 1-August, 2009 -for the same price.

The motion was approved.

Pg. 2

Unfinished business

(Project list / P. L. items included)

COMPLETED

Copier Leased Copier was returned to the owner. Ravenal replaced with a smaller copier.

Pool signs New and old signs now have hours 7A. -10 P and age 14 restriction

Broken Window Installment of plain glass for a broken door window is \$170.

Property manager Role of P.M. is not buying materials for HOA

CONTINUING -Ms. Moore to report actions taken

HVAC quotes Revisions should include two visits for maintenance in October and April

Rental units For noncompliant owners, the follow up letter should include \$100 fine.

Board needs a completed list of leases, etc.

Boatyard fee Letter to be sent out in July bill and include \$25 annual boatyard fee. For those paying later, the fee should be prorated by actual number of months used.

Summer News A copy of the final newsletter draft will be sent to Board for comments.

New Business

MOTION:

Elevator room Mr. Fischer requested that the safety lights required by the State in the elevator rooms in buildings B, C, D&E be installed at a cost of \$570 which includes labor and parts.

The motion was approved.

Mr Martin will accompany Mr. Dockworth for quality control issues.

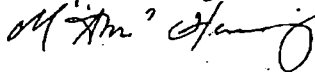
Patio spindles Ms. Moore will send letters advising of inspection of porch railings to non occupant owners. Board members will distribute door to door.

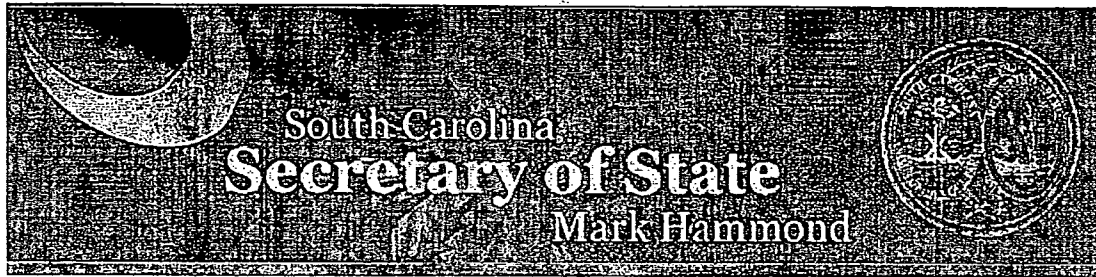
Board roles President Fischer passed out role expectations to members. The members discussed and agreed to the activities. See Attached.

Adjournment President Fischer adjourned the meeting at 7:35 P.M.

Next meeting July 30, 2008 at 6:00 P.M.

Secretary M. "Ann" Henning





CAMBRIDGE LAKES CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

*Note: This online database was last updated on 10/26/2010 6:01:27 PM.
See our Disclaimer.*

DOMESTIC / FOREIGN: Domestic
STATUS: Good Standing
STATE OF INCORPORATION / ORGANIZATION: SOUTH CAROLINA Non Profit

REGISTERED AGENT INFORMATION

REGISTERED AGENT NAME: EDWARD PRITCHARD III
ADDRESS: 1202-B PALM BLVD
CITY: ISLE OF PALMS
STATE: SC
ZIP: 29451
SECOND ADDRESS:

FILE DATE: 04/25/2003
EFFECTIVE DATE: 04/25/2003
DISSOLVED DATE: //

Corporation History Records

CODE	FILE DATE	COMMENT	Document
Agent	06/07/2010	CHANGED AGT/ADD FROM-ALBERT V ESTEE	
Eleemosynary Incorporation	04/25/2003	NONPROFIT INCORPORATION(P)	Image

Disclaimer: The South Carolina Secretary of State's Business Filings database is provided as a convenience to our customers to research information on business entities filed with our office. Updates are uploaded every 48 hours. Users are advised that the Secretary of State, the State of South Carolina or any agency, officer or employee of the State of South Carolina does not guarantee the accuracy, reliability or timeliness of such information, as it is the responsibility of the business entity to inform the Secretary of State of any updated information. While every effort is made to insure the reliability of this information, portions may be incorrect or not current. Any person or entity who relies on information obtained from this database does so at his own risk.



<http://www.scsos.com/index.asp?n=18&p=4&s=18&corporateid=101332>

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CERTIFICATE OF INSURANCE

This certifies that

- STATE FARM FIRE AND CASUALTY COMPANY, Bloomington, Illinois
- STATE FARM GENERAL INSURANCE COMPANY, Bloomington, Illinois
- STATE FARM FIRE AND CASUALTY COMPANY, Scarborough, Ontario
- STATE FARM FLORIDA INSURANCE COMPANY, Winter Haven, Florida
- STATE FARM LLOYDS, Dallas, Texas

Insures the following policyholder for the coverages indicated below:

Policyholder CAMBRIDGE LAKES HOMEOWNERS ASSOCIATION
 Address of policyholder PO BOX 406
ISLE OF PALMS SC 29451
 Location of operations MULTIPLE
 Description of operations CONDOMINIUM REGIME

The policies listed below have been issued to the policyholder for the policy periods shown. The insurance described in these policies is subject to all the terms exclusions, and conditions of those policies. The limits of liability shown may have been reduced by any paid claims.

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
99-C4-6606-3	Comprehensive Business Liability	04/01/2009	04/01/2010	BODILY INJURY AND PROPERTY DAMAGE
This insurance includes:				
<input type="checkbox"/> Products - Completed Operations <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Underground Hazard Coverage <input type="checkbox"/> Personal Injury <input type="checkbox"/> Advertising Injury <input type="checkbox"/> Explosion Hazard Coverage <input type="checkbox"/> Collapse Hazard Coverage <input checked="" type="checkbox"/> DIRECTORS AND OFFICERS COVERAGE <input checked="" type="checkbox"/>				Each Occurrence \$ 1,000,000 General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000
99-CR-0193-9	EXCESS LIABILITY <input checked="" type="checkbox"/> Umbrella <input type="checkbox"/> Other	05/23/08	05/23/09	BODILY INJURY AND PROPERTY DAMAGE (Combined Single Limit) Each Occurrence \$ 2,000,000 Aggregate \$
	Workers' Compensation and Employers Liability			Part 1 STATUTORY Part 2 BODILY INJURY Each Accident \$ Disease - Each Employee \$ Disease - Policy Limit \$

POLICY NUMBER	TYPE OF INSURANCE	POLICY PERIOD		LIMITS OF LIABILITY (at beginning of policy period)
		Effective Date	Expiration Date	
99-C4-6606-3	BUILDING COVERAG	04/01/09	04/01/10	21,438,500
99-C4-6606-3	CONTENTS COVERAG	04/01/09	04/01/10	228,400
99-C4-6606-3	AUXILIARY BUILDIN	04/01/09	04/01/10	1,306,100

THE CERTIFICATE OF INSURANCE IS NOT A CONTRACT OF INSURANCE AND NEITHER AFFIRMATIVELY NOR NEGATIVELY AMENDS, EXTENDS OR ALTERS THE COVERAGE APPROVED BY ANY POLICY DESCRIBED HEREIN.
 UNITOWNER:

JOHNSON D. KOOLA
 1587 CAMBRIDGE LAKES DR
 MT PLEASANT, SC 29464-7300

Name and Address of Certificate Holder

COUNTRYWIDE HOME LOANS
 INSURANCE DEPARTMENT FTWX-22
 PO BOX 961206
 FORT WORTH TX 76161-0206

LOAN # 52532740

APPROVED OPERATING BUDGET 2013

	2011	2012 8 Months Actual	2013
INCOME	Actuals	4 Month Forecasted	Approved
OPERATING:			
Regular Assessments	\$284,880.00	\$136,200.00	\$284,880.00
Late Fees	\$2,000.00	\$1,870.00	\$500.00
Comcast Royalties		\$3,590.00	\$4,400.00
Interest on Operating/Reserve	\$1,953.76	\$2.39	\$996.00
TOTAL OPER. REVENUE	\$288,833.76	\$141,662.39	\$290,776.00
RESERVE FUND CONTRIBUTIONS			
Capital Reserve	\$70,800.00	\$35,400.00	\$70,800.00
TOTAL RESERVE CONTRIBUTION	\$70,800.00	\$35,400.00	\$70,800.00
TOTAL HOA INCOME	\$359,633.76	\$177,062.39	\$361,576.00
EXPENSES			
Stationary & Office Supplies	\$1,122.36	\$396.00	\$1,100.00
Postage	\$564.47	\$259.00	\$500.00
Management Fee	\$20,904.00	\$13,936.00	\$20,904.00
Legal - Lien Fees	\$8,112.98	\$1,852.00	\$2,200.00
Federal Income Tax Expense	\$0.00	\$458.00	\$475.00
State Income Tax	\$0.00	\$252.00	\$265.00
Tax Preparation	\$500.00	\$525.00	\$525.00
Insurance Expense	\$97,942.45	\$68,703.00	\$112,708.00
Bad Debt Expense	\$12,255.29	\$19,403.00	\$25,000.00
Maintenance	\$8,387.37	\$4,262.00	\$9,000.00
Elevator Maintenance	\$14,894.44	\$5,963.00	\$9,800.00
HVAC Maintenance	\$705.05	\$2,276.00	\$3,000.00
Storm Water Fee	\$1,174.80	\$0.00	\$1,180.00
Electricity	\$33,421.78	\$21,533.00	\$32,000.00
Telephone	\$14,141.74	\$9,250.00	\$13,800.00
Pest Control	\$1,750.00	\$1,146.00	\$1,528.00
Termite Bond	\$0.00	\$822.00	\$822.00
Janitorial Contract	\$19,800.00	\$13,200.00	\$19,800.00
Refuse Collection	\$7,685.17	\$6,021.00	\$8,440.00
Fire Alarm Contract/Repairs	\$5,282.43	\$4,930.00	\$7,200.00
Pool Contract	\$8,700.00	\$7,900.00	\$7,800.00
Pool Expense	\$760.03	\$2,628.00	\$500.00
Water-Irrigation	\$2,628.01	\$1,154.00	\$1,500.00
Irrigation Maintenance	\$1,015.00	\$0.00	\$500.00
Landscape Maint. Contract	\$18,700.00	\$7,800.00	\$13,800.00
Pinestraw- Ground Cover	\$4,355.00	\$256.00	\$0.00
Pond/Lagoon Maintenance	\$3,344.67	\$1,600.00	\$3,000.00
Reserve Contribution	\$70,800.00	\$47,200.00	\$70,800.00
TOTAL	\$358,947.04	\$243,725.00	\$368,177.00
TOTAL MONTHLY FEE			

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