

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM JASPER COUNTY
Court of Common Pleas

Eugene C. Griffith, Jr., Circuit Court Judge

Case No. 2015-CP-27-00209

RECEIVED

MAY 26 2016

SC Court of Appeals

James Chisolm and
Beverly Ann Chisolm,

Respondents,

v.

America's Home Place, Inc.; PCF Contracting, LLC;
Underwood Mechanical, LLC; Blue Mesa Construction,
Inc.; Palmetto Residential Electric, LLC; Palmetto Heating
& Air of the Low Country, Inc.; and Above the Sky
Roofing, Inc.

Defendants,

of Whom America's Home Place, Inc. is the Appellant

Underwood Mechanical, LLC,

Third Party Plaintiff,

v.

J&J Plumbing a/k/a J&J Torres Plumbing a/k/a Torres
Plumbing,

Third Party Defendant.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA

COUNTY OF JASPER

JAMES CHISOLM and BEVERLY ANN
CHISOLM,

Plaintiffs,

vs.

AMERICA'S HOME PLACE, INC.; PCF
CONTRACTING, LLC; UNDERWOOD
MECHANICAL, LLC; BLUE MESA
CONSTRUCTION, INC.; PALMETTO
RESIDENTIAL ELECTRIC, LLC;
PALMETTO HEATING & AIR OF THE
LOW COUNTRY, INC.; and ABOVE THE
SKY ROOFING, INC.;

Defendants.

UNDERWOOD MECHANICAL, LLC,

Third Party Plaintiff,

vs.

J&J PLUMBING a/k/a J&J TORRES
PLUMBING a/k/a TORRES PLUMBING,

Third Party Defendant.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT

CASE NUMBER 2015-CP-27-209

ORDER DENYING DEFENDANT AMERICA'S
HOME PLACE, INC.'S MOTION TO STAY
PROCEEDINGS AND COMPEL ARBITRATION

FILED
2016 JAN 14 AM 8:31
KIMBERLY L. TORRES, CLERK
JASPER COUNTY SC

--- This matter came before the Court for hearing on October 29, 2015 on the Defendant ---

America's Home Place, Inc.'s ("AHP") Motion to Stay and to Compel Arbitration, as filed on November 16, 2015 in the above captioned matter. Present before the Court were Dean B. Bell, Esq. and Robert C. Dills, Esq. representing the Plaintiffs and Tawny D. Mack, Esq. representing the Defendant AHP. In support of the Motion, Defendant offered its Memorandum in Support, the exhibits thereto, and the pleadings in the matter. In opposition, the Plaintiffs offered their

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BY DATE

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APP 2

Memorandum in Opposition, the exhibits thereto, and the pleadings in the matter.

Plaintiffs are the owners of real property located in Jasper County, South Carolina. On November 1, 2011 the Plaintiffs contracted with the Defendant AHP for construction of a new home on their property (the "Agreement"). The various other Defendants are subcontractors of AHP used for construction of the new home. This case and the several causes of action herein arise from alleged defects in the construction of the home as well as negligent and fraudulent conduct on the part of the various Defendants, including AHP.

The Defendant AHP sought to stay proceedings and to compel arbitration of all causes of action in this matter. The Defendant argues that the claims asserted in Plaintiffs' Amended Complaint are subject to mandatory arbitration under an arbitration provision set forth in the Agreement. The Defendant relies on the South Carolina Courts' preference towards arbitration of disputes, and asserts that the claims raised by the Plaintiffs are within the scope of said arbitration provision. As the basis for this argument, the Defendant points to the underlying Agreement as one for the design and construction of a new home and the claims being alleged including among them certain construction defects.

In opposition of the Defendant's motion, the Plaintiffs refer to case law established in this State which limits the reach of arbitration provisions. The Plaintiffs argue that their claims are ~~beyond the scope of the arbitration provision. Their argument centers on the belief that an~~ ordinary homeowner would not have contemplated severe defects and fraudulent or negligent conduct related to the construction of their home. I find this argument compelling.

The South Carolina courts hold that broadly-worded arbitration clauses or agreements apply to disputes only in which a "significant relationship" exists between the claims and the contract. *Zabinski v. Bright Acres Assoc.*, 346 S.C. 580, 598, 553 S.E.2d 110, 119 (2001).

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However, "arbitration is a matter of contract, and a party cannot be required to submit to arbitration any dispute that he or she has not agreed to submit." *Faltaous v. Anderson Ocean Club Dev., LLC*, 338 S.C. 45, 48, 693 S.E.2d 434, 435 (Ct.App. 2010). The Supreme Court of South Carolina has established, as a definitive rule for determining whether a significant relationship exists, that "this court will refuse to interpret any arbitration agreement as applying to outrageous torts that are unforeseeable to a reasonable consumer in the context of normal business dealings." *Aiken v. World Finance Corp. of South Carolina*, 373 S.C. 144, 644 S.E.2d 705, 709 (2007). The Court further established an explicit exclusion from arbitration for "those outrageous torts, which although factually related to the performance of the contract, are legally distinct from the contractual relationship between the parties." *Id.* at 708 ("Applying what amounts to a "but-for" causation standard essentially includes every dispute imaginable between the parties, which greatly oversimplifies the parties' agreement to arbitrate claims between them. Such a result is illogical and unconscionable.").

The arbitration provision of the Agreement between the Plaintiffs and America's Home Place attempt to cover "all claims, disputes, and other matters or questions arising out of or related to this agreement, or the breach thereof..." This is the prime example of a broadly-defined arbitration provision and, therefore, will be interpreted to apply only to those claims ~~which hold a significant relationship to the Agreement. Although the performance of this~~ contract would have such a significant relationship, I find that insufficient under the facts and circumstances of this case. It would be impermissible and contrary to public policy to hold that a citizen would hire a homebuilder to build them a new home with the knowledge and contemplation that the builder might ignore the designs and applicable building codes or industry practices in the performance of such contract. Using a "but-for" analysis regarding the

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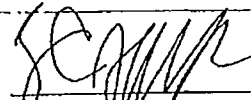
performance of a home construction would be overbroad and lead to the potential result of every imaginable dispute related to the construction being subject to arbitration, thereby forcing the homeowner to participate in arbitration when he could not possibly have contemplated such a result.

Moreover, the claims are so related as to preclude severance inasmuch as they are so interrelated that they could not be tried separately without duplicative expense and the potential of conflicting results in different forums, particularly in light of the fact that all of the various subcontractors could not be compelled into arbitration. Further, this would result in judicial inefficiency as witnesses, evidence, and resources would have to be duplicated. The issues involved in the various causes of action set forth in the Complaint are mutually dependent and interconnected based on the facts. As such, I find that the furtherance of justice and judicial economy further supports the finding and conclusion that all claims should be tried in the same forum.

THEREFORE, after a hearing on the matter and based on the foregoing, it is hereby **ORDERED** that the Defendant's Motion to Stay Proceedings and to Compel Arbitration is hereby denied.

IT IS SO ORDERED.

Newberry
Ridgeland, South Carolina
January 7th, 2016



Eugene G. Griffith, Jr.
Presiding Judge, Jasper County

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STATE OF SOUTH CAROLINA

COUNTY OF JASPER

JAMES CHISOLM and BEVERLY ANN
CHISOLM,

Plaintiff,

vs.

AMERICA'S HOME PLACE, INC.; PCF
CONTRACTING, LLC; UNDERWOOD
MECHANICAL, LLC; BLUE MESA
CONSTRUCTION, INC.; PALMETTO
RESIDENTIAL ELECTRIC, LLC;
PALMETTO HEATING & AIR OF THE
LOW COUNTRY, INC.; and ABOVE THE
SKY ROOFING, INC.;

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NUMBER 2015-CP-27-209

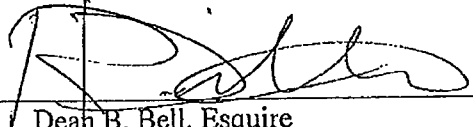
AMENDED SUMMONS

2015 MAY 28 AM 9:16
JASPER COUNTY SC

TO THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the allegations of the attached Amended Complaint in this action a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscriber at his office, 1 Corpus Christi Place, Ste 105, Hilton Head Island, South Carolina, 29928 within thirty (30) days after the service thereof, exclusive of the day of such service; and if you fail to reply to the Amended Complaint within the time aforesaid, a Default Judgment may be entered against you and the Plaintiff will apply to the Court for relief demanded in the Complaint.

THE LAW OFFICE OF DEAN B. BELL, LLC

By: 

Dean B. Bell, Esquire
Robert C. Dills, Esquire
1 Corpus Christi Place, Bldg. 105
Hilton Head Island, SC 29928
Tel: (843) 785-9772
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ATTORNEYS FOR PLAINTIFF

5/27, 2015
Hilton Head Island, SC

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

JAMES CHISOLM and BEVERLY ANN
CHISOLM,

Plaintiffs,

vs.

AMERICA'S HOME PLACE, INC.; PCF
CONTRACTING, LLC; UNDERWOOD
MECHANICAL, LLC; BLUE MESA
CONSTRUCTION, INC.; PALMETTO
RESIDENTIAL ELECTRIC, LLC;
PALMETTO HEATING & AIR OF THE
LOW COUNTRY, INC.; and ABOVE THE
SKY ROOFING, INC.;

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NUMBER 2015-CP-27-209

AMENDED COMPLAINT

(JURY TRIAL DEMANDED)

2015 NOV 29 PM 5:14
JASPER COUNTY, SC

The Plaintiffs, James Chisolm and Beverly Ann Chisolm (collectively, the "Plaintiffs"), complaining of the Defendants above named, would respectfully show unto this Honorable Court as follows:

PARTIES AND JURISDICTION

1. Plaintiffs are citizens and residents of Jasper County, South Carolina.
2. This matter involves the design and construction deficiencies existing at the Plaintiff's residence located at 2935 Langfordville Road, Ridgeland, Jasper County, South Carolina (hereinafter referred to as the "Subject Property").
3. Defendant, America's Home Place, Inc. ("America's Home") is, upon information and belief, a corporation incorporated and existing pursuant to the laws of a State other than South Carolina and qualified to do business in South Carolina, which was, at all times relevant hereto, conducting business in Jasper County, South Carolina.

4. Defendant PCF Contracting, LLC ("PCF") is, upon information and belief, a limited liability company organized and existing pursuant to the laws of a State other than South Carolina, which was, at all times relevant hereto, conducting business in Jasper County, South Carolina.

5. Defendant Underwood Mechanical, LLC ("Underwood") is, upon information and belief, a limited liability company organized and existing pursuant to the laws of a State other than South Carolina and qualified to do business in South Carolina, which was, at all times relevant hereto, conducting business in Jasper County, South Carolina.

6. Defendant Blue Mesa Construction, Inc. ("Blue Mesa") is, upon information and belief, a corporation organized and existing pursuant to the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Jasper County, South Carolina.

7. Defendant Palmetto Residential Electric, LLC ("Palmetto Electric") is, upon information and belief, a limited liability company organized and existing pursuant to the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Jasper County, South Carolina.

8. Defendant Palmetto Heating & Air Of The Low Country, Inc. ("Palmetto Heating & Air") is, upon information and belief, a corporation incorporated and existing pursuant to the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Jasper County, South Carolina.

9. Defendant Above the Sky Roofing, Inc. ("Above the Sky") is, upon information and belief, a corporation incorporated and existing pursuant to the laws of a State other than South Carolina and qualified to do business in South Carolina, which was, at all times relevant hereto, conducting business in Jasper County, South Carolina.

10. This Court has jurisdiction over the subject matter and the parties to this action.

FACTUAL ALLEGATIONS

1. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

2. On November 1, 2011, Plaintiffs and America's Home entered into an agreement for the construction of the Subject Property (hereinafter referred to as the "Agreement"). A copy of the Agreement is attached as Exhibit "A" and is incorporated by reference herein.

3. On February 8, 2012, America's Home generated a General Contractor and Sub-Contractor List (hereinafter referred to as the "Contractor List") as part of the building permit process. This list identified the remaining defendants either by name or by S.C. License Numbers as the contractors working on the Subject Property. A copy of the Contractor List is attached as Exhibit "B" and is incorporated by reference herein.

4. On February 9, 2012, a building permit was issued for the construction of the Subject Property listing America's Home Place as the general contractor (hereinafter referred to as the "Permit"). A copy of the approved permit is attached as Exhibit "C" and is incorporated by reference herein.

5. On July 9, 2012, a Certificate of Occupancy was issued for the Subject Property (hereinafter referred to as the "Certificate of Occupancy"). A copy of the Certificate of Occupancy is attached as Exhibit "D" and is incorporated by reference herein.

6. Upon information and belief, the Subject Property contains numerous design and construction defects including, but not limited to, the following:

- a. Failure to follow plans, specifications, and/or applicable building code and industry standards;

- b. Failure to properly install the water heater;
- c. Failure to properly install sheetrock;
- d. Failure to cut and seal vinyl flooring;
- e. Failure to remove unused drainage piping from initial water heater installation;
- f. Failure to properly install the required flashing behind brick veneer;
- g. Failure to properly support metal ducts in home's attic with appropriate support materials;
- h. Failure to properly install bathroom exhaust fans and terminating enclosures;
- i. Failure to properly install roof shingles;
- j. Failure to comply with the appropriate standard of care and applicable building code;
- k. Failure to properly inspect and/or monitor work of parties involved in designing and constructing the Subject Property;

7. Due to the design and construction deficiencies, continuous and repeated exposure to harmful conditions beginning from the date the Certificate of Occupancy was issued resulted in physical and consequential damages, including, but not limited to, mold damage and structural decay. Further, the Plaintiffs refuse to leave their power on at the house when they are gone due to safety concerns.

8. As a direct and proximate result, Plaintiffs have suffered injuries and continue to suffer injuries and are entitled to the recovery of damages in the amount of the cost to repair the Subject Property, reasonable attorney's fees, consequential damages, including loss of use and loss of value, punitive damages where applicable, plus costs and prejudgment and post judgment interest.

FOR A FIRST CAUSE OF ACTION
(Negligence/Gross Negligence - As to America's Home)

9. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

10. America's Home owed a duty to Plaintiffs to exercise that degree of skill necessary to develop, construct, supervise, and review the design and otherwise deliver the Subject Property free of construction defects and in conformity with customary and ordinary standards of the building and construction industry.

11. The deficiencies and defects referenced above which exist at the Subject Property are the proximate and direct result of the negligence, gross negligence, recklessness, willfulness, and/or wantonness of America's Home, as general contractor, in one or more of the following particulars:

- a. In failing to properly develop and construct the Subject Property by deviating from applicable building codes and the plans and specifications and by failing to employ practices and methods of construction conforming with accepted industry standards; and/or using defective materials; and/or installing materials not in accordance with the applicable building codes and the plans and specifications, or in violation of the manufacturer's instruction;
- b. In failing to properly supervise the subcontractors and/or other trades in order to ensure that all work proceeded in accordance with the applicable building codes and the plans and specifications and also in conformity with the customary and ordinary standards of the construction industry;
- c. In accepting non-conforming or defective materials;
- d. In accepting and performing deficient and/or defective workmanship and/or materials without proper inspection to ensure the work was correct and in conformity with industry standards and in accordance with the applicable building codes and the plans and specifications and the manufacturer's instructions;
- e. In constructing the Subject Property in violation of applicable building codes;

- f. In applying for the Certificate of Occupancy with knowledge of violations of applicable building codes;
- g. In knowingly providing false or misleading information to Jasper County inspectors in order to obtain the Certificate of Occupancy;
- h. In failing to construct the Subject Property in good and workmanlike manner; and
- i. In failing to act as a reasonable and prudent General Contractor would have acted under the circumstances then and there existing.

12. America's Home knew, or should have known, that their work was in breach of their duty owed to Plaintiffs.

13. As a direct and proximate result, Plaintiffs have suffered injuries and continue to suffer injuries and are entitled to the recovery of damages in the amount of the cost to repair the subject property; reasonable attorney's fees; consequential damages, including loss of use and loss of value; punitive damages where applicable; plus costs and prejudgment and post judgment interest.

FOR A SECOND CAUSE OF ACTION
(Breach of Contract - As to America's Home)

14. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

15. Plaintiffs have fully performed all covenants, conditions, and promises required in accordance with the terms and conditions of the Agreement.

16. During the course of performance of the Agreement, America's Home breached the Agreement by failing to properly construct Plaintiffs' home in accordance with the terms and conditions of the Agreement and all plans or specifications.

17. America's Home breached the Agreement by the following particulars, among others:

- a. In failing to properly construct the Subject Property by deviating from the plans and specifications and/or failing to employ practices and methods of construction conforming to the customary and ordinary standards of the construction industry;
- b. In using and/or supplying defective materials;
- c. In installing materials not in accordance with the plans and specifications;
- d. In installing materials in violation of manufacturer's instructions;
- e. In performing work which violated applicable building codes;
- f. In failing to properly supervise employees, agents, and subcontractors to assure that all work proceeded in accordance with the plans and specifications and in conformity with industry standards;
- g. In accepting defective and/or non-conforming materials and labor;
- h. In failing to construct the Subject Property in a good and workmanlike manner;
- i. In failing to correct or fix the defects upon notice by the Plaintiffs; and
- j. In providing deficient and/or defective workmanship and/or materials, without proper inspections to assure that the work was correct and in conformity with customary industry standards and in accordance with the plans and specifications and the manufacturer's instruction and applicable building codes.

18. During the course of performance the Plaintiffs provided numerous notices to America's Home of defects in the construction of their home and demanded the defects be cured pursuant to the terms of the Agreement. America's Home has failed or refused to cure said defects.

19. Plaintiffs are informed and believe that the construction defects caused by these breaches on the part of America's Home were intentional.

20. As a direct and proximate result of the breaches on the part of America's Home, Plaintiffs have been and continue to suffer damages.

21. Plaintiffs are informed and believes that they are entitled to judgment against America's Home in an amount to be determined at trial, together with attorney's fees and the costs of this action.

FOR A THIRD CAUSE OF ACTION

(Breach of Implied Warranty of Workmanship - As to America's Home)

22. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

23. America's Home impliedly warranted that the Subject Property would be constructed in accordance with all applicable building codes and standards in a careful, diligent, and workmanlike manner, free of construction defects, and that all materials and products utilized therein would be installed in accordance with manufacturer's instructions and in accordance with industry standards.

24. As set forth more fully above, America's Home breached the implied warranty of workmanship.

25. As a direct and proximate result, Plaintiffs have suffered injuries and continue to suffer injuries and are entitled to the recovery of damages in the amount of the cost to repair the subject property; reasonable attorney's fees; consequential damages, including loss of use and loss of value; punitive damages where applicable; plus costs and prejudgment and post judgment interest.

FOR A FOURTH CAUSE OF ACTION

(Breach of Express and Implied Warranties - As to America's Home)

26. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

27. Upon information and belief, America's Home acted as general contractor in connection with contracts to build the Subject Property, and made express warranties to the effect that the buildings would be free from construction defects.

28. America's Home made express warranties to the Plaintiffs in the Agreement, including, but not limited to, Sections 29 and 30.

29. America's Home further expressly warranted, under Section 46 of the Agreement, that it would repair or replace defects in its construction, defined as a failure to comply with reasonable industry standards.

30. America's Home also impliedly warranted that the Subject Property would be constructed in a careful, diligent, and workmanlike manner, free of construction deficiencies.

31. America's Home, as the builder of a new, residential home is further subject to the implied warranties of habitability and/or fitness for a particular purpose.

32. America's Home breached its express and implied warranties in the following particulars, among others:

- a. In failing to properly construct the Subject Property by deviating from the plans and specifications and/or failing to employ practices and methods of construction conforming to the customary and ordinary standards of the construction industry;
- b. In using and/or supplying defective materials;
- c. In installing materials not in accordance with the plans and specifications;
- d. In installing materials in violation of manufacturer's instructions;
- e. In performing work which violated applicable building codes;
- f. In failing to properly supervise employees, agents, and subcontractors to assure that all work proceeded in accordance with the plans and specifications and in conformity with industry standards;
- g. In accepting defective and/or non-conforming materials and labor;

- h. In failing to construct the Subject Property in a good and workmanlike manner;
- i. In failing to correct or fix the defects upon notice by the Plaintiffs; and
- j. In providing deficient and/or defective workmanship and/or materials, without proper inspections to assure that the work was correct and in conformity with customary industry standards and in accordance with the plans and specifications and the manufacturer's instruction and applicable building codes.

33. As a direct and proximate result, Plaintiffs have suffered injuries and continues to suffer injuries and is entitled to the recovery of damages in the amount of the cost to repair the subject property; reasonable attorney's fees; consequential damages, including loss of use and loss of value; punitive damages where applicable; plus costs and prejudgment and post judgment interest.

FOR A FIFTH CAUSE OF ACTION

(Negligence/Gross Negligence - As to PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky)

34. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

35. Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky each owed duties to the Plaintiffs to exercise that degree of skill necessary to construct, supervise the construction of, review the design of, and otherwise to deliver the Subject Property free of construction defects and built in conformity with the design and customary and ordinary standards of the building and construction industry and the applicable building codes and manufacturers' installation instructions.

36. The deficiencies and defects which exist at the Subject Property are the proximate and direct result of the negligence, gross negligence, recklessness, willfulness, and wantonness

of PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky in one or more of the following particulars:

- a. In failing to properly construct the Subject Property by deviating from the plans and specifications and/or failing to employ practices and methods of construction conforming to the customary and ordinary standards of the construction industry;
- b. In using and supplying defective material;
- c. By installing materials not in accordance with the plans and specifications;
- d. By installing materials in violation of manufacturer's instructions;
- e. In performing work which violated applicable building codes;
- f. In failing to properly supervise employees, agents, and subcontractors to ensure that all work proceeded in accordance with the plans and specifications and in conformity with industry standards;
- g. In accepting defective and/or non-conforming materials and labor;
- h. In providing deficient and/or defective workmanship and/or materials, without proper inspections to ensure that the work was correct and in conformity with industry standards and in accordance with the plans and specifications and the manufacturer's instructions;
- i. In failing to inform the architect and/or general contractor of the defects in the plans and specifications; and
- j. In failing to act as reasonable and prudent subcontractors would act under the circumstances then and there existing.

37. As a direct and proximate result and consequence of the negligence and gross negligence of PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky Plaintiffs have suffered injuries and continue to suffer injuries and are entitled to damages in the amounts equal to the extraordinary repair, maintenance, and reconstruction costs required and to be required over the expected life of the structure, loss of use and loss of value, design fees and costs, punitive damages, consequential damages, plus costs, prejudgment and post-judgment interest.

FOR A SIXTH CAUSE OF ACTION

(Breach of Implied Warranty of Workmanship - As to PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky)

38. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

39. PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky impliedly warranted that the Subject Property would be constructed in accordance with all applicable building codes and standards in a careful, diligent, and workmanlike manner, free of construction defects, and that all materials and products utilized therein would be installed in accordance with the manufacturers' instructions and in accordance with industry standards.

40. As set forth more fully above, PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky breached the implied warranty of workmanship.

41. As a direct and proximate result, Plaintiffs have suffered injuries and continue to suffer injuries and are entitled to the recovery of damages in the amount of the cost to repair the Subject Property, reasonable attorney's fees, consequential damages, including loss of use and loss of value, punitive damages where applicable, plus costs and prejudgment and post judgment interest.

FOR A SEVENTH CAUSE OF ACTION

(Breach of Express and Implied Warranties - As to PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky)

42. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

43. Upon information and belief, PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky, acted as subcontractors in connection with

contracts to build the Subject Property, made express warranties to the effect that the buildings would be free from construction defects.

44. PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky also impliedly warranted that the Subject Property would be constructed in a careful, diligent, and workmanlike manner, free of construction deficiencies.

45. PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky breached their expressed and implied warranties in the following particulars:

- a. In failing to properly construct the Subject Property by deviating from the plans and specifications and/or failing to employ practices and methods of construction conforming to the customary and ordinary standards of the construction industry;
- b. In using and/or supplying defective materials;
- c. In installing materials not in accordance with the plans and specifications;
- d. In installing materials in violation of manufacturer's instructions;
- e. In performing work which violated applicable building codes;
- f. In failing to properly supervise employees, agents, and subcontractors to assure that all work proceeded in accordance with the plans and specifications and in conformity with industry standards;
- g. In accepting defective and/or non-conforming materials and labor;
- h. In failing to construct the Project in a good and workmanlike manner;
- i. In providing deficient and/or defective workmanship and/or materials, without proper inspections to assure that the work was correct and in conformity with customary industry standards and in accordance with the plans and specifications and the manufacturer's instruction and applicable building codes.
- j. In failing to inform the architect and/or developer of the defects in the plans and specifications.

46. As a direct and proximate result and consequence of the breaches by PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky of their

individual express and implied warranties, Plaintiffs have suffered injuries and continue to suffer injuries and are entitled to the recovery of damages in the amount of the cost to repair the Subject Property, reasonable attorney's fees, consequential damages, including loss of use and loss of value, punitive damages where applicable, plus costs and prejudgment and post-judgment interest.

FOR A EIGHTH CAUSE OF ACTION

(Breach of Third Party Beneficiary Contract - As to PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky)

47. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

48. Upon information and belief, PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky each entered into written contracts with America's Home pursuant to which each of the defendants agreed to perform work at the Subject Property. These contracts were made for the benefit of the Plaintiffs.

49. PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air and Above the Sky breached said contracts by failing to perform their scope of work in a workmanlike manner and in adherence to industry standards and the plans and specifications.

50. As a direct and proximate result and consequence of the foregoing breaches by PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky of their individual third party beneficiary contracts, Plaintiffs have suffered injuries and continue to suffer injuries and are entitled to the recovery of damages in the amount of the cost to repair the Subject Property, reasonable attorney's fees, consequential damages, including loss of use and loss of value, punitive damages where applicable, plus costs and prejudgment and post-judgment interest.

FOR A NINTH CAUSE OF ACTION
(Negligent Misrepresentation - As to America's Home)

51. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

52. Upon information and belief, in connection with its actions its construction of the Property and in order to induce the Plaintiffs to make payments to America's home, America's Home negligently made misrepresentations concerning its performance and failed to disclose material facts. Those misrepresentations and nondisclosures of material fact include but are not limited to the following:

- a. America's Home represented full compliance with the contract and building designs for the Property while it was or should have been in full knowledge of failures of said compliance;
- b. America's Home represented full compliance with all applicable building codes and statutory and common laws regarding the design and construction of Plaintiff's home on the Property while, upon information and belief, America's Home was or should have been in full knowledge of the lack of such compliance;
- c. America's Home negligently misled and/or made misrepresentations to agents of the Jasper County Building Department in order to receive a Certificate of Occupancy so that it may be entitled to payment from the Plaintiff;
- d. America's Home did not disclose to Plaintiffs the various violations of building codes, statutory law, and the Agreement prior to Plaintiffs issuing payment to America's Home pursuant to the Agreement; and
- e. In such other and further particulars as the evidence at trial will show.

53. Upon information and belief, Defendant America's Home knew or should have known of the falsity of the representations and nondisclosures made and failed to disclose such to the Plaintiffs with the intention of inducing the Plaintiffs into accepting the home as it was constructed so that Plaintiffs would issue payment pursuant to the Agreement. The Plaintiffs had no reasonable grounds to believe these representations were false and of the failures on the part

of America's Home to disclose material facts. Instead, the Plaintiffs relied on America's Home's statements and actions and had the right to rely thereon.

54. Had the Plaintiffs known the truth, they would not have accepted the home as it was built and would have required America's Home to correct all errors and violations and bring the Property into full compliance with all applicable laws, codes, agreements, and plans.

55. As a direct and proximate result of the actions and omissions on the part of Defendant America's Home the Plaintiffs have been and continues to be damaged.

56. The Plaintiffs are informed and believe they are entitled to judgment against Defendant America's Home for actual and punitive damages in an amount to be determined at trial.

FOR A TENTH CAUSE OF ACTION
(Fraud - As to America's Home)

57. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

58. Upon information and belief, in connection with its actions concerning its construction of the Property and in order to induce the Plaintiffs to make payments to America's home, America's Home intentionally made misrepresentations concerning its performance and failed to disclose material facts. Those misrepresentations and nondisclosures of material fact include but are not limited to the following:

- f. America's Home represented full compliance with the contract and building designs for the Property while in full knowledge of failures of said compliance;
- g. America's Home represented full compliance with all applicable building codes and statutory and common laws regarding the design and construction of Plaintiffs' home on the Property while, upon information and belief, America's Home was in full knowledge of the lack of such compliance;

- h. America's Home knowingly and intentionally misled and/or made misrepresentations to agents of the Jasper County Building Department in order to fraudulently receive a Certificate of Occupancy so that it may be entitled to payment from the Plaintiff;
- i. America's Home did not disclose to Plaintiffs the various violations of building codes, statutory law, and the Agreement prior to Plaintiffs issuing payment to America's Home pursuant to the Agreement; and
- j. In such other and further particulars as the evidence at trial will show.

59. The Plaintiffs had no reasonable grounds for knowing the representations were false and of the failures on the part of America's Home to disclose material facts. Instead, the Plaintiffs relied on America's Home's statements and actions and had the right to rely thereon.

60. Had the Plaintiffs known the truth, they would not have accepted the home as-built and would have required America's Home to correct all errors and violations and bring the Property into full compliance with all applicable plans, laws, and codes. Moreover, upon information and belief, America's Home knew the falsity of the representations and nondisclosures made and failed to disclose such to the Plaintiffs with the intention of inducing the Plaintiffs into relying on such by accepting the home as it was constructed and issuing payment pursuant to the Agreement.

61. As a direct and proximate result of the actions and omissions on the part of America's Home the Plaintiffs have been and continue to be damaged.

62. The Plaintiffs are informed and believe they are entitled to judgment against America's Home for fraud for actual and punitive damages in an amount to be determined at trial.

FOR AN ELEVENTH CAUSE OF ACTION

(Negligent Misrepresentation - As to PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky)

63. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

64. Upon information and belief, in connection with their actions and the construction of the Property and Plaintiffs' home, and in order to induce the Plaintiffs to make payments to them, Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky negligently made misrepresentations concerning the performance of their duties and work and failed to disclose material facts concerning the same. Those misrepresentations and nondisclosures of material facts include but are not limited to the following:

- a. Defendants represented to the Plaintiffs that their work was conducted fully and to workmanlike standards;
- b. Defendants represented to the Plaintiffs that their work and the resulting construction was conducted in full compliance with all applicable building codes and statutory and common law of the State of South Carolina;
- c. Defendants represented to the Plaintiffs that all work orders and terms of the Agreement had been fully satisfied;
- d. Defendants, while making the above representations, knew or should have known that their respective work was not made in compliance with either applicable building codes, the laws of South Carolina, work orders, or terms of the Agreement;
- e. Defendants intentionally failed to disclose to the Plaintiffs any such violations or misrepresentations in order to induce the Plaintiffs to pay for inadequate or incomplete work; and
- f. In such other and further particulars as the evidence at trial will show.

65. Upon information and belief, Defendants knew or should have known of the falsity of the representations and nondisclosures made and failed to disclose such to the Plaintiffs with the intention of inducing the Plaintiffs to rely on the misrepresentations. The Plaintiffs had no reasonable grounds to believe these representations were false and of the failures on the part

of the Defendants to disclose material facts. Instead, the Plaintiffs relied on the Defendants' statements and actions and had the right to rely thereon.

66. Had the Plaintiffs known the truth, he would not have accepted the home as it was built and would have required the Defendants to correct all errors and violations and bring the Property into full compliance with all applicable laws, codes, agreements, and plans.

67. As a direct and proximate result of the actions and omissions on the part of Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky the Plaintiffs have been and continue to be damaged.

68. The Plaintiffs are informed and believes they are entitled to judgment against Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky for fraud for actual and punitive damages in an amount to be determined at trial.

FOR A TWELFTH CAUSE OF ACTION

(Fraud - As to PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky)

69. Plaintiffs repeat and reiterate the foregoing paragraphs as though fully set forth herein verbatim.

70. Upon information and belief, in connection with their actions and the construction of the Property and Plaintiffs' home, and in order to induce the Plaintiffs to make payments to them, Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky intentionally made misrepresentations concerning the performance of their duties and work and failed to disclose material facts concerning the same. Those misrepresentations and nondisclosures of material facts include but are not limited to the following:

- g. Defendants represented to the Plaintiffs that their work was conducted fully and to workmanlike standards;

- h. Defendants represented to the Plaintiffs that their work and the resulting construction was conducted in full compliance with all applicable building codes and statutory and common law of the State of South Carolina;
- i. Defendants represented to the Plaintiffs that all work orders and terms of the Agreement had been fully satisfied;
- j. Defendants, while making the above representations, knew that their respective work was not made in compliance with either applicable building codes, the laws of South Carolina, work orders, or terms of the Agreement;
- k. Defendants intentionally failed to disclose to the Plaintiffs any such violations or misrepresentations in order to induce the Plaintiffs to pay for inadequate or incomplete work; and
- l. In such other and further particulars as the evidence at trial will show.

71. As a direct and proximate result of the actions and omissions on the part of Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky the Plaintiffs have been and continue to be damaged.

72. The Plaintiffs are informed and believe they are entitled to judgment against Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky for fraud for actual and punitive damages in an amount to be determined at trial.

WHEREFORE, having fully set forth his claims against the Defendants, the Plaintiffs pray that the Court inquire into the matters set forth herein and issue its Order as follows:

- i) Granting judgment against Defendant America's Home for negligence and/or gross negligence for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;
- ii) Granting judgment against Defendant America's Home for breach of contract in an amount to be determined at trial, plus costs and reasonable attorney's fees;

iii) Granting judgment against Defendant America's Home for breach of the implied warranty of workmanship for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

iv) Granting judgment against Defendant America's Home for breach of express and implied warranties for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

v) Granting judgment against Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky for negligence and/or gross negligence for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

vi) Granting judgment against Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky for breach of the implied warranty of workmanship for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

vii) Granting judgment against Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky for breach of express and implied warranties for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

viii) Granting judgment against Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky for breach of third party beneficiary contracts for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

ix) Granting judgment against Defendant America's Home for negligent misrepresentations for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

x) Granting judgment against Defendant America's Home for fraud for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

xi) Granting judgment against Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky for negligent misrepresentations for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees;

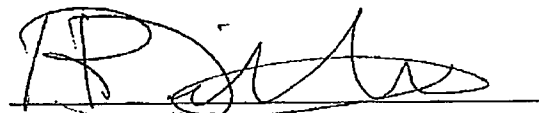
xii) Granting judgment against Defendants PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky for fraud for actual and punitive damages in an amount to be determined at trial, plus costs and reasonable attorney's fees; and

xiii) Granting such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED.

RESPECTFULLY SUBMITTED,

THE LAW OFFICE OF DEAN B. BELL, LLC



Dean B. Bell, Esq.

Robert C. Dills, Esq.

1 Corpus Christi Place, Ste. 105

PO Box 7401 (29938)

Hilton Head Island, SC 29928

p: 843-785-9772 / f: 843-785-9773

Attorneys for the Plaintiffs

5/27, 2015
Hilton Head Island, SC

AGREEMENT BETWEEN OWNER AND AMERICA'S HOME PLACE, INC.

THIS AGREEMENT is made and entered into this day of November 1, 2011
by and between James & Beverly Chisolm of Beaufort - SC (County - State), hereafter known as the Owner and
America's Home Place, Inc. hereinafter known as Contractor, Hall County, Gainesville, GA.

EXHIBIT**A****WITNESSETH:**

Contractor and Owner agree as follows:

**FOR ALL CONTRACTS EXECUTED IN SOUTH CAROLINA THIS CONTRACT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO S.C. CODE OF LAWS TITLE 15, CHAPTER 48.**

[Signature] Building Consultant [Signature] Owner
[Signature] Owner

1. Contractor shall furnish labor and materials for the construction of a home designated as the Dawson II according to the attached "Pricing Worksheet", "Plans", "Color Selection Agreement", "Description of Materials" and "By Owner Agreement(s)" in accordance with "America's Home Place" Construction Workmanship Standards & 1 Yr. Limited Warranty Agreement, hereby made a part of this agreement. The "Description of Materials" constitutes the materials to be used on home except as amended by the additions and/or deletions on the attached "Pricing Worksheet" # 1-7916A5 Rev 2. Redline changes in the plans are not final and are subject to change both in scope and pricing when the redline changes are actually drawn by Contractor's drafting department. Once notified of completion, owner shall review and approve all redline changes within 5 business days.

NOTE: Local codes may supersede floor plans, Pricing Worksheet & Description of Materials.

2. The home shall be constructed on Owner's property which is located at 2935 Lantonsville Road, Beaufort - SC
3. Owner warrants that Owner presently has or will have fee simple, marketable title to the above-described property prior to beginning of construction. Owner agrees to pay all costs incurred in clearing up any defects in the title.

Owner acknowledges that Contractor will not be responsible and Owner hereby disclaims and releases Contractor from any liability for the following.

1. Defects in the title to property owned or purchased by Owner.
2. Zoning of governmental regulations as to the use of the Owner's property
3. Any and all conditions that would prevent the building of a structure as contemplated in this agreement or under the building code in place.

Owner makes this release and accepts this Disclaimer from Contractor, even though Contractor may have referred Owner to third parties which Contractor has been advised have property for sale.

Contractor disclaims any liability regarding the purchase and sale of any lot by Owner.

4. Cash Only - Not Applicable

FINANCED HOMES

Name of Lender(s): Construction: _____ Permanent: _____

5a.

\$188,850.65 Total Contract Price

Amount Paid to Contractor at signing of Agreement (non-refundable \$500.00
\$500.00 minimum)

Prepared by Susan Gunyou on November 1, 2011

\$0.00 Down payment to be paid at Construction Loan Closing

\$168,350.65 Balance Due

- 5b. Contractor acknowledges receipt of \$500.00 nonrefundable Contractor fee to be applied to the price of home.
- 5c. In the event Owner's construction loan is not closed out within 30 days from contract date, Contractor shall have the right to adjust the contractual price to reflect any increase in the construction cost. If this adjusted price is not agreeable with Owner, the Owner shall have the right to terminate this Agreement. Owner shall not be entitled to any refund of the Initial Amount Paid or Down Payment. If Owner or Contractor is unable to secure septic tank permit, building permit or any neighborhood architectural approval for any reason within 60 days of date of construction loan closing, Contractor has the right to renegotiate the contract price or terminate this Agreement without cause and without any penalty. In the event of such termination for any reason, Owner's sole remedy for such termination is the return of Owner's Down Payment and the Initial Amount Paid and Owner shall not be entitled to any damages of any kind against Contractor.
- 5d. Contractor agrees to pay closing costs, discount points and construction loan interest not to exceed allowance amount shown on Pricing Worksheet.
- 5e. All bank draws shall be paid by the lender directly to Contractor. Before construction begins, Owner's lender shall sign a document agreeing to pay all draws directly to Contractor. Owner agrees to sign any documents required to allow draws to be paid directly to Contractor without co-signing of checks by Owner. All draws shall be paid in accordance with the lender's approved draw schedule.
- 5f. Failure to receive draw due on construction of home within three (3) days of request will result in Owner being responsible for interest at the current interest rate of the loan (APR) on the amount of draw that is delayed. In the event Contractor elects to advance funds for construction rather than draw funds from construction loan, Owner agrees to pay Contractor interest on any sums advanced by Contractor for construction at the same rate as provided for in construction loan.
- 5g. Owner agrees to be responsible to pay Contractor interest at the current interest rate of the loan (APR) on any remaining moneys not received by Contractor from construction loan funding. The interest charge shall begin accruing 3 days from date of completion as defined in paragraph 7 of this Agreement.
- 5h. **OWNER UNDERSTANDS THAT IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO PROVIDE FINANCING FOR SAID HOME - BOTH CONSTRUCTION AND PERMANENT FINANCING. OWNER FURTHER ACKNOWLEDGES THAT THEY ARE RESPONSIBLE FOR CHOOSING THE LENDER AND THAT ANY LENDERS SUGGESTED BY THE CONTRACTOR ARE ONLY SUGGESTIONS. OWNER FURTHER ACKNOWLEDGES THAT ALL RATES, INTEREST AND CLOSING COSTS ASSOCIATED WITH THE LOANS ARE THE RESPONSIBILITY OF THE OWNER AND OWNER DOES NOT HOLD CONTRACTOR RESPONSIBLE FOR RATES, INTEREST AND LOAN COSTS.**
6. Owner understands that due to weather conditions, land conditions, permitting, subcontractor availability, materials, and building inspections that there is no possible way to guarantee a construction completion time. Owner also understands that any time given to them in reference to a completion date is only a rough estimate. Contractor makes no guarantee for the length of time to complete the Home. Contractor assumes no responsibility for increased financing costs if Owner locks in their loan to close in a certain time period before the Home is completed. Any completion date given by an America's Home Place employee is only a rough estimate and not binding.
7. Owner shall not occupy the Home until after the Completion Date and Owner has paid all monies due at Final Settlement. The Completion Date shall be the earliest of Substantial Completion or the date the Certificate of Occupancy is issued. Substantial Completion is defined as that date that the Owner may make beneficial use and occupancy of the Home. **OWNER'S OCCUPANCY OF HOME CONSTITUTES ACCEPTANCE OF SUBSTANTIAL COMPLETION OF THE HOME BY OWNER.**
8. Owner understands and agrees that any money due Contractor at settlement will be deducted from, but not limited to, Owner's completion allowances.

9. Owner agrees to not perform any additional work on home unless authorized by Contractor through the execution of a "By Owner Agreement". Owner understands and agrees that all moneys in "Pricing Worksheet" for By Owner items and Completion Allowances will not be released until work is complete. Owner understands that any request for allowance money in "Pricing Worksheet" for any By Owner items must be submitted in writing to Contractor after work is complete. Owner further acknowledges that the Contractor will reimburse the Owner within 10 business days of receiving written request for money.
10. Owner understands and agrees that any moneys due Owner at settlement with Contractor will be paid to Owner after permanent loan closing (except Owner Completion Allowances).
11. Builder shall provide Builder's Risk Insurance during construction. Builder's Risk Insurance does not cover any personal items left in house including any damage or theft to these items.
12. Owner shall provide homeowner's Insurance paid in full for one year on said home at time of settlement with Contractor named as an additional insured (until Contractor is paid in full).
13. In order to prevent mistakes and delays in construction, Owner understands that it is critical to the production process that no changes whatsoever be made after the Building Agreement is signed. At this point in time, Contractor estimates home and sends out all the Purchase Orders to suppliers and subcontractors for the construction of the entire home. In the rare case that the Owner insists on making a change after signing the Building Agreement Owner agrees to pay a Change Order fee of \$200.00 plus the cost of the change and any restocking fees and/or drafting fee (\$50/hr) at the time Change Order is signed. **ONCE AGAIN, IT IS CRITICAL TO THE PRODUCTION PROCESS THAT NO CHANGES WHATSOEVER ARE MADE AFTER SIGNING THE BUILDING AGREEMENT.**
14. Owner shall have all weather roads, graveled as necessary to site, cleared and passable prior to beginning of construction unless specified on "Pricing Worksheet" for Contractor to perform such work. Any expense for a concrete pump or for equipment required for towing material delivery trucks on home site shall be at Owner's expense. In the event Owner doesn't have driveway to site passable for delivery trucks, upon written notice to Owner by Contractor, Owner shall have 3 days to complete a passable driveway or Contractor shall have the right at Owner's expense to do such work as is necessary to make driveway passable. Contractor is not responsible for damage to access road.
15. Contractor shall provide grading, hauling, purchasing of backfill dirt, backfilling of slabs, garage, carports or porches, outside clean-up, trash disposal, dumpster, toilet, hay and silt screen up to the allowance amount specified on the "Pricing Worksheet". Owner understands this is a rough grade, a tractor will be required to finish landscaping. Owner understands that any grading done by Contractor will be at a minimum of 4 hours per trip. Up to 1 of the 4 hours may be allotted toward travel time. Owner shall pay any amount over the allowance specified within 10 days of receipt of statement.
16. Contractor shall not be responsible for any damage to trees or access road during or after construction of home.
17. Owner agrees that any well and/or septic tank included on the Pricing Worksheet is priced at cost plus 23% administrative fee. Contractor agrees to oversee installation of well and/or septic tank (this may include, but is not limited to, a pump lift station) in accordance with County Health Department specifications. Contractor does not warrant against wells with poor water flow, quality of water, dry wells, dry holes or wells going dry for whatever reason. Contractor does not warrant septic tanks against poor percolation, additional field line needed due to soil conditions, or seepage due to lack of sufficient field lines or soil during or due to septic tank, power line, water line, gas line or well installation.
18. Owner agrees to furnish power during construction and have available prior to beginning of construction. Access to power shall be within 100 feet of location of home. In the event Owner does not have power available at time home is ready to frame, Owner agrees to pay generator rental fees at \$75 per day until such time as power is made available. Owner agrees to furnish water and/or cost of hauling water to install block, brick or stone.

19. If applicable, the price of a crawl space home is based on the foundation of the home being an average of not over 4 blocks height (3+cap). Owner shall pay for any additional height up to 15 blocks high at the current list price. Any blocks 16 to 24 blocks high shall be subject to special pricing. (Additional Cost covers the cost incurred for additional framing and scaffolding for roofing, siding, gutters, etc.). If Owner substitutes framed wall for blocks, the Owner agrees to pay for any height above 28 in. (3 + cap) at the current list price for said item. Owner understands that a crawl space foundation is not waterproofed, unless purchased as an option. If excessive height requires the use of steel posts in lieu of block piers, Owner agrees to pay cost plus 23% for labor and material to install steel posts.
20. If applicable, the price of a monolithic slab foundation is based on top of slab not exceeding 20" from bottom of footing. Any additional height will be paid by Owner at cost + 23%. Any slab preparation or backfill over this height shall be charged to Owner's grading allowance. The price does not include any pickets or handrails on porches.
21. If applicable, the price of a stem wall slab foundation home is based on the foundation of the home being not over 2 blocks in height (1 + header block). Owner shall pay for any additional block at the current list price. Any slab preparation or backfill over this height shall be charged to Owner's grading allowance. The price does not include any pickets or handrails on porches.
22. If applicable, deck or porch prices are based on the floor of these structures not exceeding 10 ft. above ground. Any deck or porches built above 10 ft will be subject to special pricing. Owner agrees to pay for any exterior stairs and pickets required by site conditions (4 wood steps are standard).
23. Owner agrees to pay for any extra foundation or footing expense created by rock, fill dirt or unstable soil.
24. Owner understands that water or seepage under home due to wet weather springs is considered a site condition and not covered by Contractor Workmanship Standards and/or 1 Yr. Limited Warranty Agreement.
25. Owner agrees to pay for any additional items not included in this agreement that are required by subdivision covenants.
26. Contractor agrees to pay Owner amount specified on Pricing Worksheet to furnish all labor & materials to complete the power application, underground power installation, septic tank permit, gas meter, line & deposit, sewer tap fee, water meter fee, water lines, well, septic tank/sewer lines, lot clearing, driveway pipe, gravel driveway, concrete driveway, landscaping, and other items as shown.
27. Basements - Not Applicable
28. Owner agrees that any removal and reinstallation of any Contractor installed items shall be Owner's responsibility.
29. No builder can build the 100% perfect home. If it could, no family could afford to buy it. The wide range of materials used in your new home is subject to some degree of slight damage through handling and installation. Minor scratches, dents or other imperfections in wood trim, sliding glass doors and other areas will occur and are unavoidable. Minor variations in wood finishes, caused by natural variations in the wood surfaces will also occur. Should they be of a magnitude to be readily and immediately apparent (use of artificial light to detect variations in sheetrock does not constitute readily and immediately apparent), Contractor will correct them. Minor and hard to see nicks, scratches, cuts, blemishes and finish variations are not covered by Contractor Warranty. Concrete is guaranteed to crack. Our aim is to build a new home you are proud to live in and to provide you with the best possible value in a new home.
30. Contractor shall build home according to and warrant material and workmanship in said dwelling in accordance with "America's Home Place Inc. One Year Limited Warranty and Workmanship Agreement" for a period of one (1) year from the earlier of the date of occupancy permit, final settlement with Contractor or the date Owner occupies home. Warranty requests, other than emergency items, should be made in writing and mailed to Contractor. Owner agrees that all claims for warranty on By Owner items shall be in accordance with "America's Home Place Inc. One Year Limited Warranty and Workmanship Agreement".
31. Owner agrees to pay for any items Owner requests Contractor to fix that are not covered under 1 yr. Limited Warranty and Workmanship Agreement.

32. Contractor reserves the right to use all allowance money as set forth in the "Pricing Worksheet" toward the completion of allowance items. Allowance items are only estimates. Therefore, the actual cost may exceed the allowance amount. All allowance amounts designated by an asterisk on the "Pricing Worksheet" are calculated as actual cost plus 23%. Exception: Brick, Brick Exterior & Rock Exterior are not calculated at cost + 23% but rather as defined elsewhere in this agreement. Owner agrees to pay all overages on allowance items within 10 days of receiving an invoice from Contractor.
33. Owner agrees that Contractor may terminate the contract due to newly discovered or changed site conditions or any other conditions, acts, or events beyond the Contractor's control. If the Contract is terminated, Contractor shall be paid for work performed to date and shall not be liable to the Owner for any other cost or damages of any kind.
34. If an allowance for brick is included on the "Pricing Worksheet" Contractor has priced the brick as an allowance item according to the exterior square footage of the home along with any gables that are bricked. Owner is being charged the current list price as referenced on the "Pricing Worksheet" for each brick used on the home. Price includes a credit for the standard vinyl siding and choice of brick chosen from the Contractor supplied selections.
35. If an allowance for exterior rock veneer is included on the "Pricing Worksheet" Contractor has priced the rock as an allowance item according to the exterior square footage of the home along with any gables that are rocked. Owner is to be charged the price shown on the Pricing Worksheet for each square foot of rock used on home. Price includes a credit for the standard vinyl.
36. Owner agrees to pay cost plus 23% for any items not covered by this contract or by Change Orders.

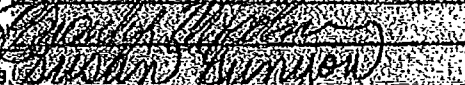
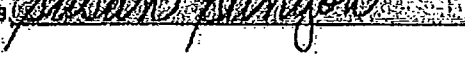
37. BINDING ARBITRATION AGREEMENT

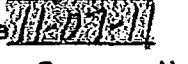
ALL CLAIMS, DISPUTES AND OTHER MATTERS OR QUESTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF AMERICAN ARBITRATION ASSOCIATION (AAA) AND/OR DEMARS & ASSOCIATES, LTD. (DMA), AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR OR ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES EXPRESSLY AGREE THAT THE ARBITRATOR OR ARBITRATORS SHALL HAVE THE POWER AND AUTHORITY TO GRANT REASONABLE ATTORNEY'S FEES AND COSTS IN RESOLUTION OF THE CLAIMS, DIFFERENCES AND/OR CONTROVERSIES ARISING FROM THIS AGREEMENT WHICH THE PARTIES HAVE AGREED TO SUBMIT TO BINDING ARBITRATION.

THE DEMAND FOR ARBITRATION SHALL BE IN WRITING AND DELIVERED TO THE OTHER PARTY TO THE AGREEMENT AND THE ARBITRATOR. THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER RELATING TO THIS AGREEMENT HAS ARISEN, AND IN NO EVENT SHALL BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM, DISPUTE OR OTHER MATTER WILL BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS.

THE COSTS OF THE ARBITRATOR WILL BE PAID BY THE PARTY WHO IS AT FAULT ON THE POINT BEING ARBITRATED. IN THE EVENT OF MULTIPLE POINTS BEING ARBITRATED, THE ARBITRATOR'S FEE WILL BE ALLOCATED ON A PRORATA BASIS BY THE ARBITRATOR. IF EITHER PARTY FAILS TO ATTEND THE ARBITRATION, SUCH PARTY SHALL PAY FOR THE COSTS OF THE ARBITRATOR, PLUS A \$1,000.00 PENALTY FOR LIQUIDATED DAMAGES FOR LOST TIME OF THE PARTY THAT ATTENDED THE ARBITRATION.

CONTRACTOR MAY SECURE ITS RIGHTS UNDER THE MECHANIC'S LIEN LAW, AND, SUBSEQUENT TO THE ARBITRATION AWARD, MAY ENFORCE SAID RIGHT AND OBTAIN A LIEN FORECLOSURE JUDGEMENT.

Owner: 
 Owner: 
 Building Contractor: 

Date: 
 Date: 
 Date: 

Prepared by Susan Gunyon on November 1, 2011

Manager _____

Date _____

Corp. Officer _____

Date _____

38. Owner understands that in order to receive the referral fee, the Owner must mail request to:
 America's Home Place Inc.
 Attn: Referral Department
 P.O. Box 1316
 Gainesville, GA 30503

Request must have the name of the person referred, office referred to, date of construction loan closing and Owner's mailing address. The request will be verified thru the office referred to. They will verify that the prospect had never visited any other Contractor location and that the construction loan has closed. Once verification has been complete a check will be mailed to Owner.

39. This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

40. RIGHT TO RESCIND. Buyer / Owner herein shall have a right to cancel this Agreement until midnight of the third business day after the day on which this Agreement is executed. Notice of cancellation shall be given to the Seller/Contractor at its place of business set forth in this Agreement by certified mail, return receipt requested, which shall be posted not later than 12:00 midnight on the third business day following execution of this Agreement. All rights and remedies available to the parties in reference to this right to cancel are more specifically set forth in O.C.G.A. Section 10-1-6 et.al. which is incorporated herein by reference.

41. Should any part or parts of this contract be invalid, it is mutually agreed that such part or parts of this contract shall not invalidate the remaining part or parts thereof.

42. Owner acknowledges that each paragraph of this contract has been explained and initials acceptance of same. Owner also acknowledges receipt of this agreement.

43. THIS AGREEMENT AND ANY CHANGE ORDERS ARE SUBJECT TO BEING ACCEPTED BY AN OFFICER OF CONTRACTOR.

44. Owner agrees to allow America's Home Place Inc. to use pictures of their home in any future advertising including newspaper, TV, etc.

45. Owner, by law, is not allowed to move into their new home until Certificate of Final Occupancy has been received from the local governing authority and a permanent loan has been obtained. If Owner moves in before this certification is obtained, they are in violation of the law and are subject to a fine.

46. MOLD NOTICE, DISCLOSURE AND DISCLAIMER

Mold: Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees F and 100 degrees F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of Mold: All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner can do: The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

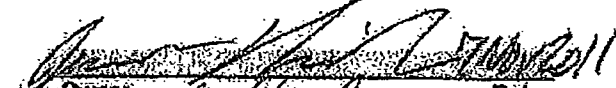
Disclaimer and Waiver

Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder is hereby limited to things that we can reasonably control within the scope of our work as contractor. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable industry standards of residential construction) for a period of one (1) year. Defects in construction does not include mold and we, the builder, will not be responsible for any damages caused by mold, or by some other similar agent, that may be associated with defects in our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use is hereby waived and disclaimed as they relate to mold or similar agents.

Customer: James & Beverly Chisolm

Contract # 1-7916A5 Rev. 2 Page 8

This agreement shall be binding on the parties thereto, their assigns successors, representatives or administrators, and in witness whereof, the parties hereto have set their hands and affixed their seals, the day and year written above.


Owner _____ Date _____

Owner _____ Date _____

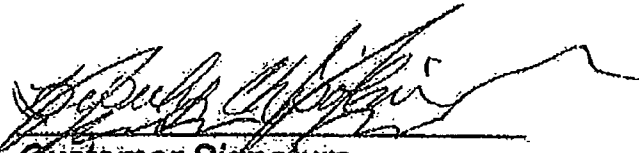
BY:  American Home Place, Inc.)
Building Consultant
BY: _____
Corporate Officer of Contractor
Title: _____

Prepared by Susan Gunyon on November 1, 2011

America's Home Place recognizes that you have had many conversations and have seen many selections that are available for your home. It is America's Home Place desire to deliver the home with the selections you expect in your new home.

America's Home Place will not be obligated to include in your home any available options/features that may be identified on the selection sheets which are not specifically outlined and indicated with appropriate pricing on your pricing work sheets portion of your purchase agreement.

Accordingly, there are NO Verbal Representations per the purchase agreement and you the Owner are claiming that none have been made to you.


Customer Signature

7 NOV 2011
Date


Building Consultant

11-07-11
Date

Homeowner To Do Checklist

We have made this checklist for your convenience. Please see that each item below that pertains to you is completed prior to the Site Meeting. If you have any questions please talk with your Building Consultant.

1. **TEMPORARY POWER** - Make application for Temporary and Permanent power. When you make application the Power Company will furnish you a meter base. Please bring this to your Site Meeting. If you are going to have underground power run to your home, please check with your Power Company for any special conditions that need to be met. At the Site Meeting inform the Building Superintendent of any special conditions.
2. **PROPERTY CORNERS** - Locate and mark all property corners. (Make sure house is located on the correct property) It is strongly suggested that a licensed surveyor locate your pins. If not Owner must sign a release of liability form.
3. **PROPERTY DETAILS** - Inform America's Home Place, in writing, of any and all easements, rights of way, deed restrictions, etc.
4. **SPECIFICATIONS** - Provide specification sheets on any and all owner furnished items.
5. **PERMITS** - Owner is to obtain zoning, building, septic and well permits. The Owner is to pay for any architectural review fees.
6. **SEPTIC TANK PERMIT** - Apply for your septic tank permit at the county Health Department. Each county has different requirements and time periods for approving applications. Ask your county Health Department officials for instructions and complete this process as soon as possible.
7. **WATER METER** - Make application and purchase your Water meter (if applies).
8. **SEWER TAP** - Make application and purchase your Sewer Tap (if applies).
9. **GAS METER** - Make application and purchase Gas Meter (if applies).
10. **SEPTIC TANK** - Locate and clearly mark the four (4) corners of your existing septic tank.
11. **WATER** - Secure temporary water source for block/brick mason.
12. **LOT CLEARING** - Arrange to have your lot cleared when your loan is approved.
13. **TRASH REMOVAL** - (If By Owner). Help to keep building lot and house clean. Should be hauled off every other week. Critical times are right after framing, roofing and drywall. America's Home Place will do everything possible to place trash in a single designated area.
14. **DRIVEWAY PIPE** - If the county is providing please arrange it with them. If not, when your site is cleared have the pipe delivered and installed at this time.
15. **GRAVEL DRIVEWAY** - Have gravel arranged to come out at the time that your lot is being cleared. The size of gravel to put down at this time is #4. Must be installed to within 5 feet of foundation and maintained throughout construction. An auxiliary drive may be required for homes with side load garages depending on weather. Large trucks need to be able to get within 5 feet of foundation throughout construction. If house is inaccessible, construction may be stopped (if this is a By-Owner item).
16. **DEHUMIDIFIER** (Homes with basement) - Homeowner should install and run a properly sized dehumidifier in basement to keep relative humidity less than 50%.

As you can see you play a vital role in seeing that your home is built in an efficient and timely manner. Please have these items that pertain to you, completed prior to your Site Meeting. It will assist you in the time it takes to build your new home.

James Chisolm
Owner
Date 7 Nov 2011

Beverly Chisolm
Owner
Date 7 Nov 2011

COLOR SELECTION AGREEMENT

(ALL SELECTIONS ON THIS FORM MUST BE FILLED IN BY OWNER)

ALL SELECTIONS MUST BE MADE BEFORE CONTRACT CAN BE SUBMITTED TO LENDER OR CORPORATE

CUSTOMER NAME: James & Beverly Chisolm DATE 11/1/2011
 MODEL NAME: Dawson II A
 SALES OFFICE: _____
 BUILD OFFICE: _____

AMERICA'S HOME PLACE DRAFTS AND ESTIMATES THE HOME BASED ON THIS COLOR SELECTION AGREEMENT THEN DISTRIBUTES PURCHASE ORDERS AND WORK ORDERS BEFORE CONSTRUCTION BEGINS. THEREFORE, IT IS CRITICAL IN OUR PRODUCTION PROCESS THAT NO CHANGES WHATSOEVER ARE MADE TO THIS COLOR SELECTION AGREEMENT ONCE IT HAS BEEN COMPLETED. ANY CHANGES TO THIS COLOR SELECTION AGREEMENT SHALL REQUIRE A CHANGE ORDER AND WILL INCURR A \$200.00 ADMINISTRATION AND PROCESSING FEE. OCCASIONALLY PRODUCTS ON THIS COLOR SELECTION AGREEMENT ARE DISCONTINUED OR NO LONGER AVAILABLE. AMERICA'S HOME PLACE, INC. RESERVES THE RIGHT TO CHANGE MANUFACTURERS AND PRODUCTS AND/OR MAKE SIMILAR PRODUCT SUBSTITUTIONS. OWNER AGREES TO AMEND THESE SELECTIONS AS NEEDED.

I HEREBY AGREE THAT THE FOLLOWING SELECTIONS ARE THE ONES TO BE USED ON OUR HOME BUILT BY AMERICA'S HOME PLACE, INC.

[Signature] 11/07/11 [Signature] 11/07/11
 OWNER DATE OWNER DATE

I VERIFY THAT AS OF 11-07-11 (DATE) THIS SELECTION SHEET IS 100% COMPLETE.AMERICA'S HOME PLACE REPRESENTATIVE: Susan Gunyon**EXTERIOR FINISH SELECTIONS**

	MANUFACTURER	COLOR		
SHINGLES	<u>ATLAS</u>	<u>BURNT SIENNA</u>		
VINYL SIDING	<u>NA</u>		☐ STRAIGHT LAP	☐ DUTCH LAP
SHUTTERS	<u>MID AMERICA</u>	<u>117 WHITE</u>	☐ RAISED PANEL	☒ LOUVERED
GUTTERS	☒ WHITE* ☐ OTHER			
OUTSIDE CORNERS	☒ WHITE* ☐ OTHER			
SOFFIT AND TRIM	☒ WHITE* ☐ OTHER			
GARAGE DOORS	☒ WHITE* ☐ OTHER		STYLE: _____	
WINDOWS	☒ WHITE* ☐ OTHER		☐ GRIDS	☒ NO GRIDS
EXTERIOR DOORS			☐ GRIDS	☒ NO GRIDS

* WHITE IS STANDARD UNLESS OTHERWISE INDICATED

OTHER EXTERIOR FINISH OPTIONS

VINYL _____ STYLE: _____
 VINYL _____ STYLE: _____
 BRICK RED RICHMOND
 STONE _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials [Signature]Owner Initials [Signature]

Prepared by Susan Gunyon on November 1, 2011

INTERIOR FINISHES**OUTLETS & SWITCH PLATES**☒ WHITE (STANDARD) ☐ OTHER _____**BATHROOM FIXTURES**

Tubs, Sinks, & Commodes: One Color to be used in all Bathrooms

☒ WHITE (STANDARD) ☐ BONE/BISQUE**BATHROOM FAUCETS**

One Color to be used in all Bathrooms

☒ CHROME ☐ STAINLESS ☐ BRONZE**KITCHEN FAUCETS**☒ CHROME ☐ STAINLESS ☐ BRONZE**LIGHT FIXTURES**

Please choose one color. (NOTE: All Exterior Light Fixtures are black.)

☒ BRUSHED NICKEL ☐ BRONZE**DOOR HARDWARE**

Hinges to match hardware

☒ BRUSHED NICKEL ☐ STAINLESS ☐ BRONZE**APPLIANCE COLOR**

Unless otherwise specified, refrigerator opening is 36" wide by 72" high.

☒ WHITE ☐ BLACK ☐ STAINLESS/BLACK COMBO

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

CABINET SELECTIONS**KITCHEN KNOB COLOR:**HP 106 - DOOR
HP 107 - DRAWER**BATHROOM KNOB COLOR:**SAME**CABINETS -****KITCHEN**Style Name: MERILLATColor Name: CLASSIC DELUXEColor Number: WHITE**HALF BATH**Style Name: N/AColor Name: N/AColor Number: WHITE**MASTER BATH**Style Name: SAME AS ABOVEColor Name: SAME AS ABOVEColor Number: WHITE**BATH # 2**Style Name: "Color Name: "Color Number: "**OTHER**

Style Name: _____

Color Name: _____

Color Number: _____

Note: Wood and Finish Variations - Since no two trees are identical, wood can be expected to differ, both in color and grain. The natural wood finish of fine furniture owes much of its charm to these variations in color tones and grain characteristics. In respect to the above, America's Home Place, Inc. cannot be responsible for variations in color tone and grain in the interior trim, interior doors, cabinets and vanities.

COUNTER TOPS -**KITCHEN**Type: LAMINATEColor Name: JEWELLED IVORYColor Number: 4868-52**HALF BATH**Type: N/AColor Name: N/A

Color Number: _____

MASTER BATHType: LAMINATEColor Name: CANYON BLACKColor Number: 1755-01**BATH # 2**Type: "Color Name: CANYON BLACKColor Number: 1755-01**OTHER**Type: BULLDOSE EDGE

Color Name: _____

Color Number: _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

PAINT SELECTIONS**ALL ROOMS MUST BE IDENTIFIED ON RED LINE PLANS**

NOTE: INTERIOR FLAT PAINT IS USED ON ALL WALLS.

NOTE: ALL CLOSETS WILL BE PAINTED THE SAME COLOR AS THE ROOM IT IS ATTACHED TO.

INTERIOR WALLS Color Name: EXTRA WHITE Color Number: SW7006
 Rooms: ALL

INTERIOR WALLS Color Name: _____ Color Number: _____
 Rooms: _____

INTERIOR WALLS Color Name: _____ Color Number: _____
 Rooms: _____

INTERIOR TRIM Color Name: WHITE Color Number: _____
 NOTE: TRIM AND INSIDE OF EXTERIOR DOORS ARE THE SAME COLOR THROUGHOUT

FRONT DOOR Color Name: WHITE Color Number: _____

NOTE: STAINED FRONT DOOR UP-CHARGE MUST BE NOTED ON PRICING WORKSHEET

OTHER EXTERIOR DOORS Color Name: WHITE Color Number: _____

FRONT PORCH POST & RAILS Color Name: N/A Color Number: _____

NOTE: RAILS NOT INCLUDED ON SLAB HOUSE PLANS

DECK POSTS & RAILS Color Name: N/A Color Number: _____

CEILING TEXTURE (STANDARD) SMOOTH (OPTIONAL) _____
 NOTE: OPTIONAL TEXTURE UP-CHARGE MUST BE NOTED ON PRICING WORKSHEET

INTERIOR CEILING Color Name: WHITE Color Number: _____

FOUNDATION Color Name: N/A Color Number: _____

FIBER CEMENT SIDING Color Name: N/A Color Number: _____

OTHER Color Name: N/A Color Number: _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

FLOOR COVERING SELECTIONS**ALL ROOMS MUST BE IDENTIFIED ON RED LINE PLANS**

NOTE: ALL CLOSETS WILL HAVE SAME FLOOR COVERING AS THE ROOM THE CLOSET IS ATTACHED TO UNLESS OTHERWISE NOTED ON PLANS.

Note - Carpet & Vinyl are standard floor covering types per floor plans.
Any upgrades to Wood, Laminate and/or Tile must be noted on Pricing Worksheet or will not be included in the home.

- ☐ CARPET
☒ VINYL
☐ TILE
☐ HARDWOOD
☐ CONCRETE
☐ LAMINATE

BRAND NAME:

TARKETT

STYLE:

COLOR
NAME:

WOODMARK

COLOR #:

33052

Rooms:

ALL WET AREAS, FOYER & HALL

- ☒ CARPET
☐ VINYL
☐ TILE
☐ HARDWOOD
☐ CONCRETE
☐ LAMINATE

BRAND NAME:

MOHAWK

STYLE:

TOP CARD

COLOR
NAME:

PARCHMENT

COLOR #:

722

Rooms:

BDRMS, LR, DR, FR

- ☐ CARPET
☐ VINYL
☐ TILE
☐ HARDWOOD
☐ CONCRETE
☐ LAMINATE

BRAND NAME:

STYLE:

COLOR
NAME:

COLOR #:

Rooms:

- ☐ CARPET
☐ VINYL
☐ TILE
☐ HARDWOOD
☐ CONCRETE
☐ LAMINATE

BRAND NAME:

STYLE:

COLOR
NAME:

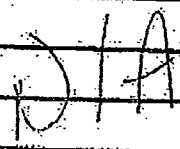
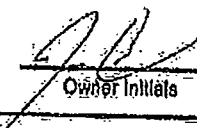
COLOR #:

Rooms:

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON
PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

FIREPLACE FACE (ONLY IF INCLUDED ON PRICING WORKSHEET)		
TYPE	COLOR NAME	MORTAR/GROUT
☐ SLATE		
☐ BRICK		
☐ STONE		
☐ OTHER		
MANTLE STYLE:		
STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.		
		
		
Owner Initials		Owner Initials

Description of Materials

SAVANNAH

Customer Name: James & Beverly Chisolm
Building Address: 2935 Langfordville Road
City, State Zip: Ridgeland, SC 29936

FOUNDATION

- Foundation: monolithic poured concrete floor with integrated footings

FLOOR SYSTEM

- Floor system: 1st floor - 4" concrete; 2nd floor - Engineered floor trusses
- Sub-Floor: 23/32" T & G oriented strand board, glued and nailed (on 2nd floor)

EXTERIOR WALLS

- Studs: 2 x 4 - 16" on center
- Plates: solid 2 x 4 bottom & double top plates
- Sheathing: 7/16" oriented strand board
- Vapor Barrier: house wrap

INTERIOR WALLS

- Studs: 2 x 4 - 16" on center
- Plates: 2 x 4 bottom & double top plates

ROOF SYSTEM

- Framing: engineered Trusses - 24" o.c.
- Sheathing: 7/16" oriented strand board
- Underlayment: 15 lb. roof felt
- Shingles: 30 year Architectural seal-tab
- Venting: continuous Ridge Vent

PLUMBING

- Water lines: PEX or CPVC
- Sewer lines: PVC
- Water Heater: 50 gallon electric
- Kitchen Sink: stainless steel

- Tubs/Shower: 1 Piece molded fiberglass
- Lavatories: 1 in each bath
- Commodore: elongated
- Specialty Hook-Up: clothes washer
- Outside water spigots: 2 Included
- Faucets: washer-less
- Miscellaneous hook-up: ice-maker

HEAT AND AIR SYSTEM

- Heat pump: energy efficient
- Thermostat: automatic control
- Supply Ducts: insulated
- Vents: clothes dryer

WIRING

- Service: 200 AMP panel on all homes
- Wiring: All copper except entrance cable
- Exterior receptacles: 2 Included
- Receptacles: Plenty in all rooms
- Specialty Outlet: Clothes dryer
- Accessory lights: all bedroom closets
- Service lights: Attic and crew space
- Flood lights: 2 double floods
- Recessed lights: 4 - 6 in kitchen per plan
- Phone or TV outlets: 8 total, type and location chosen by customer
- Ceiling Fans: 1 in great room
- Ceiling fan prep: Wire & brace for future ceiling fan in all bedrooms

INSULATION

- Heated Area - Ceiling: R-33 in flat areas or R-30 in sloped areas
- Heated Area - Exterior Walls: R-13
- Caulking/Sealing: doors, windows, and all building envelope penetrations

EXTERIOR FINISH

- Entry doors: insulated
 - Deadbolts: on entrance doors
 - Patio doors: insulated
 - Siding: Vinyl with a choice of styles
 - Gutters: Aluminum
 - Windows: Thermally improved insulated
- NOTE: Window sizes may vary in accordance to local codes and may result in changes to standard plan

INTERIOR FINISH

- Ceilings: 1/2" ceiling board or 5/8" sheetrock with smooth finish
- Walls: 1/2" sheetrock with textured finish
- Wall Heights: 9 ft. Main Floor, 8 ft. 2nd Floor
- Cabinets & Vanities: Raised Panel faces with furniture finish, Staggered upper cabinets with crown molding in kitchen
- Interior doors: 6 panel Hardboard (paint grade)
- Baseboard Trim: 5 1/4" tall
- Mirrors: above all vanities
- Shelving: wire shelves & shelf-rod

APPLIANCES

- Range: self-cleaning electric with lighted oven and timer
- Dishwasher: power miser setting and cycle for pots and pans
- Range Venting: Microwave/Ra-circulating vent hood
- Smoke Alarms: 110 volt w/ battery backup
- Garage door Opener (if applicable): 1/2 H.P. with 2 remotes

WARRANTY

- 1 year limited warranty

America's Home Place reserves the right to substitute materials of equal or better quality

Owner

Owner

Date

Date

Building Consultant

Date

Customer: James & Beverly Chisolm

Contract # 1-7916A6 Rev. 2 Page 18

**Quick Start Authorization and Agreement
Between Owner(s) and America's Home Place, Inc.**

Owner(s) grants permission to immediately begin work on Owner(s) property which is currently in
Owner(s) name located at:

2935 Langfordville Road , Ridgeland, SC, 29936

Owner(s) are not aware of any title issues or restrictive covenants that would restrict work from commencing.
America's Home Place, Inc. may also obtain permits and related items, when required.

Owner

Date

Owner

Date

America's Home Place, Inc.

By:

Date

Prepared by Susan Gunyou on November 1, 2011

APP 45

Concrete Estimate Worksheet

Driveway, Turn-Around, Patio and Walk-way

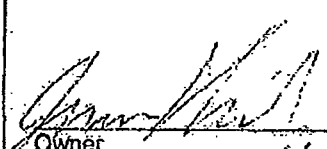
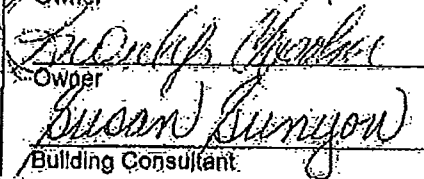
(This is a proposed sketch demonstrating size-shape)

Contract / Quote #

Date:

Rev. #

Concrete Allowance Estimate			
	Length	Width	
Turn-Around	_____	x _____	= _____ SF
Turn-Around	_____	x _____	= _____ SF
Driveway	_____	x _____	= _____ SF
Flair	_____	x _____	= _____ SF
Walk-way	_____	x _____	= _____ SF
Buffer	_____	x _____	= _____ SF
Total SF		= _____	SF
Allowance per SF		= _____	\$
Total Allowance		= _____	\$
(Add to Allowance Line Item on Quote)			
Patio	Length	Width	
(Slab Found. only)	_____	x _____	= _____ SF
(Add Patio to Quote in Standard Options - Areas)			

 *James Chisolm*
 Owner _____ Date *7 Nov 2011*
 *Susan Gunyou*
 Building Consultant _____ Date *11-07-11*

Price does not include grading - Actual price is cost + 23%

Actual size and shape is subject to change as a result of final house placement or unusual lot conditions. The amounts that are calculated on this sheet are only an estimate and will vary.

NOTE: Concrete is guaranteed to crack.

Prepared by Susan Gunyou on November 1, 2011

By Owner Agreement between Owner and America's Home Place

Georgia, Hall County

THIS AGREEMENT is made and entered into this day of _____ by and between _____ of _____ County, State, hereafter known as the Owner and America's Home Place, Inc., hereinafter known as Contractor, Hall County, Gainesville, Georgia.

WITNESSETH:

Contractor and Owner agree as follows:

1. This Agreement pertains to the house being built by Contractor for the Owner as described in the Building Agreement dated _____
2. Contractor agrees to pay Owner _____ dollars as shown on Pricing Worksheet to furnish all labor and material necessary to complete the following:
on the above mentioned home to acceptable quality standards.
3. All By Owner work must be done in compliance with local Building Codes and in accordance with AHP Construction Workmanship Standards & 1 year Limited Warranty Agreement and in accordance with acceptable industry standards. All workers and subcontractors performing By Owner work must be properly licensed to perform the work. All By Owner work must be accepted by Contractor before any money defined in paragraph 2 can be released.
4. Owner agrees to complete their portion of this Contract within _____ days of Owners start date. Contractor will determine Owners start date. Owner will be notified 1 week in advance of Owner start date. If Owner has not completed their portion of work within the allotted time Owner agrees to pay a penalty of \$25.00 per day. If Owner has not completed their work in _____ days after Owner's start date Contractor reserves the right to complete the Owner installed item at the Owner's expense.
5. If Owner elects to do own grading or backfilling Owner accepts full responsibility for any damage occurring as a result of such grading. If Owner elects to do his initial grading, it must be completed within 10 days of the time of construction loan closing. If Owner elects to do his own backfilling of foundation, garage, and porch, it must be completed within 3 days of being notified by Contractor that it is ready to be backfilled. If customer fails to complete the initial grading or backfilling within the allotted time Contractor reserves the right to complete the grading in accordance with paragraph 14 of Agreement Between Owner & Contractor.
6. Owner is responsible for Workman's Compensation & General Liability Insurance for all workers and subcontractors performing By Owner work. Failure to obtain Workman's Compensation & General Liability Insurance could result in owner being personally liable in the event of loss, damage, injury or death. Owner agrees to hold Contractor harmless and indemnify Contractor for any loss, damage, injury or death resulting from Owner supplied work, products and / or subcontractor labor, including Workman's Compensation claims.
7. Owner agrees and understands that all By Owner work is not covered by the 1 Year Limited Warranty Agreement Builders Warranty or any statutory warranty under the building agreement, builder's license and/or building permit. Any Owner supplied work, products and / or subcontracted labor shall not be warranted in any respect by Contractor.
8. Owner agrees to pay for any re-inspection fees due to Owner's part of this Contract failing local building inspection or bank inspection.
9. After Owner installed allowance items are completed and a written request for money is submitted, Owner agrees to allow 10 business days for receipt of money. This check will be sent to your local Contractor office and will not be released until a Contractor's representative verifies that the work has been completed.
10. An Officer of Contractor must accept this Agreement and any changes to this agreement.
11. Owner understands and agrees that Contractor does not warrant BY OWNER items for loss, theft, damage or vandalism in any way. Owner understands and agrees that any Owner supplied work, products and / or subcontracted labor supplied by Owner shall not be covered under Contractor's Builders Risk Policy.

This Agreement shall be binding on the parties thereto, their assigns, successors, representatives, or administrators, and in witness whereof, the parties hereto have hereunto set their hands and affixed their seals, the day and year written above.

Owner

Date

BY:

America's Home Place

Building Consultant

(SEAL)

BY:

Accepted for America's Home Place

Corporate Officer of Contractor
Title:

(SEAL)

Prepared by Susan Gunyon on November 1, 2011

APP 47

EXHIBIT**B****GENERAL CONTRACTOR AND SUB- CONTRACTOR LIST:**

This is a part of the building permit process and it must be filled out before we allow permanent power.

843-717-3650

Job address 2935 LANGFORDVILLE RD Date 2/28/12

Permit# _____ Contact# _____

Contractor	SC Lic. #	Address	Phone	Bus. Lic. #
✓ G/C	RBB 11154	P.O. Box 1316 GAINESVILLE GA 30503	(912) 756 - 6177	
✓ Foundation	RBS 36924	PCF Contracting	(912) 210 3950	
✓ Plumbing	M112004	Underwood Mechanical	(912) 547 1067	
✓ Framing	RBS 39139	Blue Mesa Construction	(843) 247 3648	
✓ Electrical	105397	Palmetto Residential Electric	(843) 767 4448	
✓ HVAC	M107345	Palmetto heating & air	(843) 784 3541	
✓ Roofing	51715	Above the SKY Roofing	(912) 826 3923	
Alarm				
Landscape				

America's Home Place
Savannah, GA
List of Emergency Numbers

America's Home Place 1108 E.HWY 80 STE 100 POOLER, GA 31322		(912)335-2669
---	--	---------------

Above the sky roofing	roofer	(912)429-4074
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Underwood Plumbing <i>Sonny</i>	plumber	(912)547-1067
------------------------------------	---------	---------------

Palmetto Heating & Air <i>Ronnie (Owner)</i>	HVAC	(843)784-3541
---	------	---------------

<i>Jamey (Technician)</i> Palmetto Residential Electric	electrician	(843)767-4448
--	-------------	---------------

**America's Home Place
Savannah, GA
List of Emergency Numbers**

America's Home Place
1108 E.HWY 80 STE100
POOLER, GA 31322

(912) 335-2669

Above the Sky Roofing, Inc. Roofer

(912) 429-4074

Underwood Mechanical Plumber

(912) 547-1067

BEG (Indoor Climate Experts) HVAC

(912) 663-8777

C & A Electric

Electrician

(912) 657-6579



Tande 912-341-4194

No 20534

BUILDING PERMIT APPLICATION

JASPER COUNTY

Applicant to complete numbered spaces only.

JOB ADDRESS 2935 Langfordville Rd			
1 LEGAL DESCR.	LOT NO.	BLK	TRACT
OWNER James + Beverly Chisolm		MAIL ADDRESS SAME	ZIP 29936
CONTRACTOR Americas Home Place Builders		MAIL ADDRESS PO Box 1316 Gainesville GA	PHONE 912 756-6177
ARCHITECT OR DESIGNER		MAIL ADDRESS	LICENSE NO. 11154
ENGINEER		MAIL ADDRESS	LICENSE NO.
PROPERTY OWNED BY		PHONE new Tel map #050-00-02-077	
USE OF BUILDING Residence / NEW deck map # to be assigned		MAP NO. FROM 050-00-02-038	
8 Class of work: ☐ NEW ☐ ADDITION ☐ ALTERATION ☐ REPAIR ☐ MOVE ☐ REMOVE			
9 Describe work: Construct NEW Home 2389 sq heated 868 sq porch + Garage on existing site			
10 Change of use from			
Change of use to			

11 Valuation of work: \$ 278,235,619.04		PLAN CHECK FEE		PERMIT FEE 1767.14	
SPECIAL CONDITIONS: Follow Codes IRC 2006, Flood zone C, follow setbacks		Type of Const. VB	Occupancy Group R3	Division	
		Size of Bldg. (Total) Sq. Ft.	No. of Stories	Max. Occ. Load	
APPLICATION ACCEPTED BY: PC		PLANS CHECKED BY:	APPROVED FOR ISSUANCE BY: PC	Fire Zone	Use Zone
				Fire Sprinklers Required ☐ Yes ☐ No	
				OFFSTREET PARKING SPACES:	
				Covered	Uncovered
		No. Baths 3	Type of Heat		
		No. Bedrooms 4	Estimated Date of Completion		
		No. Fireplaces			
		Special Approvals	Required	Received	Not Required
		ZONING	☒	☒	☐
		HEALTH DEPT.	☐	☐	☐
		FIRE DEPT.	☐	☐	☐
		SOIL REPORT	☐	☐	☐
		OTHER (Specify)	☐	☐	☐
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT [Signature]		(DATE) 9 Feb 2012			
SIGNATURE OF OWNER (IF OWNER BUILDER)		(DATE)			

WHEN PROPERLY VALIDATED (IN THIS SPACE) THIS IS YOUR PERMIT

PERMIT VALIDATION

CK.

M.O.

CASH

#3397



(843) 717-3630

Jasper County Building Department

P.O. Box 1659, 358 Third Avenue Ridgeland, SC 29936

**Certificate of Occupancy**The Construction Located at:2935 Langfordville RoadRidgeland SC 29936OWNER: James and Beverly ChisolmADDRESS: 2935 Langfordville Rd.CITY/STATE: Ridgeland S.C.ZIP: 29936

Has been inspected by the Jasper County Building Department and has been found to be completed in conformance with the applicable construction codes and ordinance of this jurisdiction. As such, the Jasper County Building Department hereby grants occupancy for the stated use as described with the Building Permit, effective this day of:

July 09, 20 12A handwritten signature in dark ink, appearing to read "Douglas", is written over a horizontal line.
Building Official, Jasper County, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

JAMES CHISOLM and BEVERLY
ANN CHISOLM,

Plaintiffs,

v.

AMERICAN'S HOME PLACE, INC.;
CONTRACTING, LLC; UNDERWOOD
MECHANICAL, LLC; BLUE MESA
CONSTRUCTION, INC., PALMETTO
RESIDENTIAL ELECTRIC, LLC;
PALMETTO HEATING & AIR OF THE
LOW COUNTRY, INC.; and ABOVE
THE SKY ROOFING, INC.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NUMBER 2015-CP-27-209

America's Home Place, Inc.'s Answer to
Plaintiffs' Amended Complaint

2015 JUN 23 PM 3:02
CLERK OF COURT
JASPER COUNTY

TO: Dean B. Bell, Esq. and Robert C. Dills, Esq., Attorneys for Plaintiffs:

Reserving all rights to amend this Answer within thirty (30) days pursuant to Rule 15(a) of the South Carolina Rules of Civil Procedure, and reserving all rights to include in the Answer any defenses and/or objections under Rule 12 of the South Carolina Rules of Civil Procedure, and reserving all rights to make any motions under Rule 12 of the South Carolina Rules of Civil Procedure, the Defendant, AMERICAN'S HOME PLACE, INC. (hereinafter "Defendant"), answers the Amended Complaint of the Plaintiffs as follows:

PARTIES AND JURISDICTION

1. Defendant has insufficient information with which to admit or deny said paragraph, therefore, Defendant denies the same and demand strict proof hereof.
2. Defendant admits paragraph 2 of Plaintiffs' Amended Complaint.
3. Defendant admits paragraph 3 of Plaintiffs' Amended Complaint.

POSTED
BY MC DATE 6/25/15

4. Paragraph 4 does not apply to Defendant. To the extent that paragraph 4 purports to state an allegation against Defendant the same is denied.
5. Paragraph 5 does not apply to Defendant. To the extent that paragraph 5 purports to state an allegation against Defendant the same is denied.
6. Paragraph 6 does not apply to Defendant. To the extent that paragraph 6 purports to state an allegation against Defendant the same is denied.
7. Paragraph 7 does not apply to Defendant. To the extent that paragraph 7 purports to state an allegation against Defendant the same is denied.
8. Paragraph 8 does not apply to Defendant. To the extent that paragraph 8 purports to state an allegation against Defendant the same is denied.
9. Paragraph 9 does not apply to Defendant. To the extent that paragraph 9 purports to state an allegation against Defendant the same is denied.
10. Defendant admits paragraph 10 of Plaintiffs' Amended Complaint.

FACTUAL ALLEGATIONS

1. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.
2. Defendant admits paragraph 2 of Plaintiffs' Amended Complaint.
3. Defendant admits paragraph 3 of Plaintiffs' Amended Complaint.
4. Defendant admits paragraph 4 of Plaintiffs' Amended Complaint.
5. Defendant admits paragraph 5 of Plaintiffs' Amended Complaint.
6. Defendant denies paragraph 6 of Plaintiffs' Amended Complaint.
7. Defendant denies paragraph 7 of Plaintiffs' Amended Complaint.
8. Defendant denies paragraph 8 of Plaintiffs' Amended Complaint.

FOR A FIRST CAUSE OF ACTION

9. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.
10. Defendant admits paragraph 10 of Plaintiffs' Amended Complaint.
11. Defendant denies paragraph 11 of Plaintiffs' Amended Complaint.
12. Defendant denies paragraph 12 of Plaintiffs' Amended Complaint.
13. Defendant denies paragraph 13 of Plaintiffs' Amended Complaint.

FOR SECOND CAUSE OF ACTION
(Breach of Contract – as to America's Home)

14. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.
15. Defendant denies paragraph 15 of Plaintiffs' Amended Complaint.
16. Defendant denies paragraph 16 of Plaintiffs' Amended Complaint.
17. Defendant denies paragraph 17 of Plaintiffs' Amended Complaint.
18. Defendant denies paragraph 18 of Plaintiffs' Amended Complaint.
19. Defendant denies paragraph 19 of Plaintiffs' Amended Complaint.
20. Defendant denies paragraph 20 of Plaintiffs' Amended Complaint.
21. Defendant denies paragraph 21 of Plaintiffs' Amended Complaint.

FOR A THIRD CAUSE OF ACTION
(Breach of Implied Warranty of Workmanship – As to America's Home)

22. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.
23. Defendant denies paragraph 23 of Plaintiffs' Amended Complaint.
24. Defendant denies paragraph 24 of Plaintiffs' Amended Complaint.

25. Defendant denies paragraph 25 of Plaintiffs' Amended Complaint.

FOR A FOURTH CAUSE OF ACTION
(Breach of Express and Implied Warranties (As to America's Home))

26. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.

27. Defendant admits paragraph 27 of Plaintiffs' Amended Complaint.

28. Defendant admits paragraph 28 of Plaintiffs' Amended Complaint.

29. Defendant admits paragraph 29 of Plaintiffs' Amended Complaint.

30. Defendant denies paragraph 30 of Plaintiffs' Amended Complaint.

31. Defendant denies paragraph 31 of Plaintiffs' Amended Complaint.

32. Defendant denies paragraph 32 of Plaintiffs' Amended Complaint.

33. Defendant denies paragraph 33 of Plaintiffs' Amended Complaint.

FOR A FIFTH CAUSE OF ACTION
(Negligence/Gross Negligence – and Above the Sky)

34. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.

35. Paragraph 35 does not apply to Defendant. To the extent that paragraph 35 purports to state an allegation against Defendant the same is denied.

36. Paragraph 36 does not apply to Defendant. To the extent that paragraph 36 purports to state an allegation against Defendant the same is denied.

37. Paragraph 37 does not apply to Defendant. To the extent that paragraph 37 purports to state an allegation against Defendant the same is denied.

FOR A SIXTH CAUSE OF ACTION
**(Breach of Implied Warranty of Workmanship – As to PCF, Underwood, Blue Mesa,
Palmetto Electric, Palmetto Heating & Air, and Above the Sky)**

38. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.

39. Paragraph 39 does not apply to Defendant. To the extent that paragraph 39 purports to state an allegation against Defendant the same is denied.

40. Paragraph 40 does not apply to Defendant. To the extent that paragraph 40 purports to state an allegation against Defendant the same is denied.

41. Paragraph 41 does not apply to Defendant. To the extent that paragraph 41 purports to state an allegation against Defendant the same is denied.

FOR A SEVENTH CAUSE OF ACTION

(Breach of Express and Implied Warranty— As to PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky)

42. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.

43. Paragraph 43 does not apply to Defendant. To the extent that paragraph 43 purports to state an allegation against Defendant the same is denied.

44. Paragraph 44 does not apply to Defendant. To the extent that paragraph 44 purports to state an allegation against Defendant the same is denied.

45. Paragraph 45 does not apply to Defendant. To the extent that paragraph 45 purports to state an allegation against Defendant the same is denied.

46. Paragraph 46 does not apply to Defendant. To the extent that paragraph 46 purports to state an allegation against Defendant the same is denied.

FOR A EIGHTH CAUSE OF ACTION

(Breach of Third Party Beneficiary Contract – As to PCF, Underwood, Blue Mesa, Palmetto Electric, Palmetto Heating & Air, and Above the Sky)

47. Defendant reasserts and realleges their responses to the foregoing paragraphs as if

restated verbatim herein.

48. Paragraph 48 does not apply to Defendant. To the extent that paragraph 48 purports to state an allegation against Defendant the same is denied.

49. Paragraph 49 does not apply to Defendant. To the extent that paragraph 49 purports to state an allegation against Defendant the same is denied.

50. Paragraph 50 does not apply to Defendant. To the extent that paragraph 50 purports to state an allegation against Defendant the same is denied.

FOR NINTH CAUSE OF ACTION
(Negligent Misrepresentation – As to America's Home)

51. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.

52. Defendant denies paragraph 52 of Plaintiffs' Amended Complaint.

53. Defendant denies paragraph 53 of Plaintiffs' Amended Complaint.

54. Defendant has insufficient information with which to admit or deny said paragraph, therefore, Defendant denies the same and demand strict proof hereof.

55. Defendant denies paragraph 55 of Plaintiffs' Amended Complaint.

56. Defendant denies paragraph 56 of Plaintiffs' Amended Complaint.

FOR A TENTH CAUSE OF ACTION
(Fraud – As to America's Home)

57. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.

58. Defendant denies paragraph 58 of Plaintiffs' Amended Complaint.

59. Defendant has insufficient information with which to admit or deny said paragraph, therefore, Defendant denies the same and demand strict proof hereof.

60. Defendant denies paragraph 60 of Plaintiffs' Amended Complaint.
61. Defendant denies paragraph 61 of Plaintiffs' Amended Complaint.
62. Defendant denies paragraph 62 of Plaintiffs' Amended Complaint.

FOR AN ELEVENTH CAUSE OF ACTION
(Negligent Misrepresentation – and Above the Sky)

63. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.
64. Paragraph 64 does not apply to Defendant. To the extent that paragraph 64 purports to state an allegation against Defendant the same is denied.
65. Paragraph 65 does not apply to Defendant. To the extent that paragraph 65 purports to state an allegation against Defendant the same is denied.
66. Paragraph 66 does not apply to Defendant. To the extent that paragraph 66 purports to state an allegation against Defendant the same is denied.
67. Paragraph 67 does not apply to Defendant. To the extent that paragraph 67 purports to state an allegation against Defendant the same is denied.
68. Paragraph 68 does not apply to Defendant. To the extent that paragraph 68 purports to state an allegation against Defendant the same is denied.

FOR A TWELFTH CAUSE OF ACTION
(Fraud – and Above the Sky)

69. Defendant reasserts and realleges their responses to the foregoing paragraphs as if restated verbatim herein.
70. Paragraph 70 does not apply to Defendant. To the extent that paragraph 70 purports to state an allegation against Defendant the same is denied.
71. Paragraph 71 does not apply to Defendant. To the extent that paragraph 71 purports to

state an allegation against Defendant the same is denied.

72. Paragraph 72 does not apply to Defendant. To the extent that paragraph 72 purports to state an allegation against Defendant the same is denied.

ADDITIONAL DEFENSES

Although Defendant has not yet had the opportunity to fully investigate or conduct discovery regarding these claims, Defendant believes there may be facts establishing the availability of certain affirmative defenses. In order to preserve those defenses, Defendant alleges the following:

FOR SECOND DEFENSE

73. Plaintiffs' First Amended Complaint, and causes of action contained therein, fails to state a claim upon which relief can be granted against these Defendant and therefore should be dismissed under South Carolina Rule of Civil Procedure 12(b)(6).

FOR A THIRD DEFENSE

74. Defendant alleges, upon information and belief, that any injury and damage sustained by the Plaintiffs, if any, was due to and caused by the sole negligence, gross negligence, willfulness, and/or recklessness of some person or persons other than Defendant over whom Defendant had no authority or control. The aforesaid negligence, gross negligence, willfulness, and/or recklessness on the part of such third parties were the intervening, superseding, direct and efficient cause of Plaintiffs' alleged damages, if any, and for that reason, Defendant is not liable for said damages.

FOR A FOURTH DEFENSE

75. Plaintiffs are not entitled to recover in tort for purely economic loss.

FOR A FIFTH DEFENSE

76. Plaintiffs' claims are barred by the doctrine of acceptance of work.

FOR A SIXTH DEFENSE

77. The claims in this action are barred by the statute of limitations or statute of repose.

FOR A SEVENTH DEFENSE

78. Any claims of Plaintiffs are barred or substantially reduced pursuant to the doctrine of failure to mitigate damages.

FOR AN EIGHTH DEFENSE

79. Plaintiffs' actions are barred under the doctrine of discharge.

FOR A NINTH DEFENSE

80. Plaintiffs' First Amended Complaint files to join as parties persons in whose absence complete relief cannot be afforded among those already parties, and/or persons who have an interest relating to the subject matter of this action and are so situated that the disposition of action in their absence may as a practical matter impair or impede their ability to protect that interest or leave the person already parties subject to a substantial risk of incurring double, multiple or inconsistent obligations. The joinder of said persons is required under South Carolina Rule of Civil Procedure 19, and therefore, this action should be dismissed unless said person are joined.

FOR A TENTH DEFENSE

81. The damages complained of by Plaintiffs in the Third Amended Complaint were the direct and proximate result of Plaintiffs' own negligence, gross negligence, willfulness, and/or recklessness in failing to properly inspect, maintain, and/or repair the units. All of the foregoing constitutes contributory and comparative negligence, gross negligence, willfulness, and/or

recklessness on the part of the Plaintiffs, which bars this action, in whole or in part.

FOR AN ELEVENTH DEFENSE

82. The comparative negligence, gross negligence, willfulness, and/or recklessness of the Plaintiffs, as specified above, was greater than any negligence, gross negligence, willfulness, and/or recklessness of Defendants, which is denied, and therefore is a complete bar to this action.

FOR A TWELFTH DEFENSE

83. If it is determined that the comparative negligence, gross negligence, willfulness and/or recklessness of Plaintiffs, as specified above, was not greater than any negligence, gross negligence, willfulness, and/or recklessness of Defendants, which is denied, then any amount of recovery awarded to the Plaintiffs for their alleged injuries and damages shall be reduced by the Court based on the percentage of negligence, gross negligence, willfulness, and/or recklessness attributed to the Plaintiffs.

FOR A THIRTEENTH DEFENSE

84. To the extent the damages and risks of injury, if any, were open, obvious and apparent, or where known to, or should have been known to, the Plaintiffs through a reasonable inspection of the premises, the Plaintiffs knowingly and voluntarily assumed the risks of the injuries and damages.

FOR A FOURTEENTH DEFENSE

85. Any warranties, whether express or implied (though denied), have expired according to their terms or because of the elapse of the period of the warranty, and therefore, the Plaintiffs' claims for breach of warranty should be dismissed.

FOR A FIFTEENTH DEFENSE

86. With regard to any claim for punitive damages, Defendants assert that the law of South

Carolina fails to provide adequate procedural and substantive safeguards required by constitutional standards of due process to protect Defendant from the threat of punitive damage awards that are unreasonable, arbitrary, irrational, or excessive and therefore in violation of Constitutional guarantees against deprivation of property without due process of law. Therefore, the Plaintiffs' claim for punitive damages should be dismissed.

FOR A SIXTEENTH DEFENSE

87. Defendants assert South Carolina Code § 40-59-830 as an affirmative defense in this matter to the extent the Plaintiffs filed this action before complying with the requirements of the Code Section. Based upon the Plaintiff's failure to comply with the South Carolina Code § 40-59-830, Defendants move for this matter to be dismissed, or in the alternative, stayed until such time as the Plaintiffs have properly complied with South Carolina Code § 40-59-830.

FOR AN SEVENTEENTH DEFENSE

88. If the Plaintiffs are entitled to recover any amount from Defendant, which Defendant denies, any such amount should be offset or reduced by the appropriate sum under the doctrine of betterment.

FOR A EIGHTEENTH DEFENSE

89. Without prejudicing and without waiving is defenses herein set forth, and assuming that the allegations of Plaintiffs' First Amended Complaint are true, which allegations are expressly denied, Defendant asserts that the damages of which the Plaintiffs complain resulted from the design and/or construction of the Project in compliance with contracts and with persons or entities other than Defendants, including but not limited to contractors, architects, subcontractors, and suppliers of labor and materials, which contracts incorporated specifications which were complied with and were established by persons or entities other than Defendant,

including but not limited to agencies, agents, and departments or the United States, the State of South Carolina, Beaufort County and/or the City of Bluffton, South Carolina.

FOR A NINETEENTH DEFENSE

90. The building materials incorporated into the project that is the subject of the Plaintiffs' First Amended Complaint were, upon information and belief, in accordance with the then current customary practices within the industry and in conformity with the then existing state of the art, and such constitutes a complete defense to Plaintiff's claims.

FOR A TWENTIETH DEFENSE

91. Plaintiffs' claims may be barred by the doctrines of waiver, estoppel, laches, unclean hands, misrepresentation, and/or mistake.

FOR A TWENTY-FIRST DEFENSE

92. Defendant alleges that if Defendant was negligent in any respect, which is specifically denied, then its negligence was at most passive and inactive, and the negligence of others was the real, active and primary cause of the alleged damages complained of in the First Amended Complaint. This superseding, initiating, and intervening negligence is pleaded in bar of recovery by Plaintiffs.

FOR A TWENTY-SECOND DEFENSE

93. Defendant reserves any additional and further defenses as may be revealed by additional information through the course of discovery and investigation in a manner that is consistent with the South Carolina Rules of Civil Procedure.

FOR A TWENTY-THIRD DEFENSE

94. Defendant asserts that this action may be barred, in whole or in part, by S.C. Code Ann. §15-73-20 and §15-73-30.

FOR A TWENTY-FOURTH DEFENSE

95. Any claim advanced as a warranty claim for the claimant is barred by Plaintiffs' failure to give Defendants timely and reasonable notice as required by law.

FOR A TWENTY-FIFTH

96. Plaintiffs' claims may be barred by the doctrine of spoliation of evidence to the extent they altered the buildings or disposed of materials prior to giving Defendant notice of problems and a reasonable opportunity to inspect.

FOR A TWENTY-SIXTH DEFENSE

97. Plaintiffs' have agreed to arbitrate all of the purported claims asserted in Plaintiffs' First Amended Complaint, which violates said agreement to arbitrate, and, therefore, the First Amended Complaint should be dismissed and/or stayed and Plaintiffs should be compelled to arbitrate.

RESERVATION AND NON-WAIVER

Defendant hereby gives notice that they intend to rely upon any other defenses that may become available or appear during the discovery proceedings in this case and hereby reserve their right to amend their Answer to assert any such defenses. Defendant further gives notice that they intend to rely upon any other affirmative defenses pled by any other Defendant and not pled by Defendant in this case to the extent that they do not conflict with Defendant's affirmative defenses.

WHEREFORE, having replied to Plaintiffs' Amended Complaint, defendant America's Home Place, Inc. prays as follows:

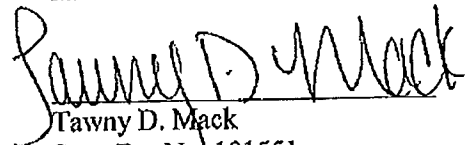
- (a) for judgment in their favor on all of Plaintiffs' claims and dismissal of the

Amended Complaint with prejudice; and

(b) for costs and disbursements of this action along with such other and further relief as the Court deems just and proper.

Respectfully submitted,

MCCORKLE & JOHNSON, LLP



Tawny D. Mack
State Bar No. 101551
Attorney for Defendant
America's Home Place, Inc.
319 Tattnall Street
Savannah, Georgia 31406
Phone: (912) 232-6000
(912) 232-4080
tdm@mccorklejohnson.com

Q:\DATA\WPDATA\7609\7630-01 answer.docx

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

JAMES CHISOLM and BEVERLY
ANN CHISOLM,

Plaintiffs,

v.

AMERICAN'S HOME PLACE, INC.;
PCF CONTRACTING, LLC;
UNDERWOOD MECHANICAL, LLC;
BLUE MESA CONSTRUCTION, INC.;
PALMETTO RESIDENTIAL ELECTRIC,
LLC; PALMETTO HEATING & AIR
OF THE LOW COUNTRY, INC.;
and ABOVE THE SKY ROOFING, INC.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NUMBER 2015-CP-27-209

America's Home Place, Inc.'s Notice of
Motion and Motion to Stay and to Compel
Arbitration

FILED
CLERK OF COURT
JASPER COUNTY
SOUTH CAROLINA
2015 OCT 24 PM 4:23

Please take notice that Defendant America's Home Place ("AHP"), a Georgia Corporation authorized to do business within South Carolina, hereby moves to stay this action and to compel the Plaintiffs to pursue their claims in arbitration.

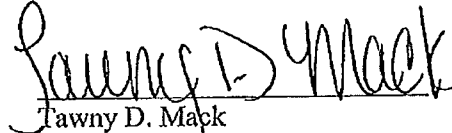
The basis of this motion is that the claims asserted in Plaintiffs' Amended Complaint are subject to mandatory arbitration under the terms of the Agreement between Owner and America's Home Place, Inc. dated November 1, 2011 (the "Agreement").

Therefore, AHP respectfully requests that this Court stay the action pending arbitration and compel Plaintiffs to arbitrate all claims related to the subject property in accordance with the Agreement. This motion is supported by the pleadings, the accompanying memorandum of law, and any additional documents required by the Court.

(signature on following page)

Respectfully submitted this 21st day of August, 2015.

MCCORKLE & JOHNSON, LLP

A handwritten signature in black ink, appearing to read "Tawny D. Mack". The signature is written in a cursive, flowing style with a horizontal line underneath the name.

Tawny D. Mack

State Bar No. 101551

Attorney for Defendant

America's Home Place, Inc.

319 Tattnall Street

Savannah, Georgia 31406

Phone: (912) 232-6000

(912) 232-4080

tdm@mccorklejohnson.com

STATE OF SOUTH CAROLINA
COUNTY OF JASPER
JAMES CHISOLM and BEVERLY
ANN CHISOLM,

Plaintiffs,

v.

AMERICAN'S HOME PLACE, INC.;
PCF CONTRACTING, LLC;
UNDERWOOD MECHANICAL, LLC;
BLUE MESA CONSTRUCTION, INC.;
PALMETTO RESIDENTIAL ELECTRIC,
LLC; PALMETTO HEATING & AIR
OF THE LOW COUNTRY, INC.;
and ABOVE THE SKY ROOFING, INC.,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NUMBER 2015-CP-27-209

America's Home Place, Inc.'s Memorandum
In Support of its Motion to Stay and Compel
Arbitration

I. Introduction

The present action was initiated by the filing of a Complaint for an alleged breach of contract and related claims for breach of express and implied warranties, negligent construction, negligent misrepresentation, and fraud by James and Beverly Chisolm against, among others, America's Home Place, Inc. ("AHP"). The Chisolms' claims arise from a November 1, 2011, agreement entered into between AHP and the Chisolms (the "Agreement"). A true and correct copy of the Agreement is attached as Exhibit "A" to Plaintiffs' Amended Complaint and, for convenience of the Court, is attached hereto as Exhibit "A." Pursuant to the Agreement, AHP agreed to design and construct a residence upon certain real property commonly referred to as 2935 Langfordville Road, Ridgeland, South Carolina (the "Home").

In essence, the present action is a suit for alleged construction defects. Specifically, each of the Chisolms' claims against AHP relate to AHP's performance of its obligations under the Agreement. The Complaint alleges 1) that AHP was negligent in carrying out its duties as general contractor; 2) that AHP breached the Agreement; 3) that AHP breached certain express and implied warranties regarding the Home; 4) that AHP negligently made representations regarding its performance of the Agreement; and 5) that AHP intentionally made material representations of fact concerning its construction of the Home in order to induce the Chisolms to make payments to AHP. (Complaint, ¶¶ 9-33; 51-62).

The first page of the Agreement states explicitly **"FOR ALL CONTRACTS EXECUTED IN SOUTH CAROLINA THIS CONTRACT IS SUBJECT TO BINDING ARBITRATION PURSUANT TO S.C. CODE OF LAWS TITLE 15 CHAPTER 48."** (Ex. A). In addition, Paragraph 37 of the Agreement sets forth a more detailed arbitration provision which states, in relevant part, that all claims, disputes and other matters or questions arising out of or relating to this agreement, or the breach thereof, shall be settled by binding arbitration. (Ex. A). The text of Paragraph 37 is set forth in capital letters in bold font and was specifically initialed by the Chisolms. (Ex. A).

On July 30, 2015, counsel for AHP invoked Paragraph 37 of the Agreement by demanding arbitration via letter. A true and correct copy of this letter is attached hereto as Exhibit "B." By letters dated August 5, 2015, and August 11, 2015, counsel for the Chisolms denied AHP's demand for arbitration, arguing that the Chisolms' claim for fraud is not subject to arbitration. This motion followed.

II. Argument and Citation to Authority

a. *Legal Standard*

Whether brought under the Federal Arbitration Act, 9 U.S.C. § 1 *et seq.*, or the South Carolina Uniform Arbitration Act, S.C. Code Ann. § 15-48-10 *et seq.*, federal and South Carolina courts clearly favor the arbitration of disputes. *Heffner v. Destiny, Inc.*, 321 S.C. 536, 537, 471 S.E.2d 135, 136 (1995). When determining whether a claim is subject to arbitration, a court must determine whether the factual allegations underlying the claim are within the scope of the arbitration clause, regardless of the label assigned to the claim. *S. Carolina Pub. Serv. Auth. v. Great W. Coal (Kentucky), Inc.*, 312 S.C. 559, 563, 437 S.E.2d 22, 25 (1993). A strong presumption is made in favor of arbitration because of the strong policy of favoring arbitration. *Towles v. United HealthCare Corp.*, 338 S.C. 29, 37, 524 S.E.2d 839, 844 (Ct. App. 1999). Unless the court can say with positive assurance that the arbitration clause is not susceptible of an interpretation that covers the dispute, arbitration should be ordered. *S. Carolina Pub. Serv. Auth.* At 563.

b. *A Significant Relationship Exists between the Chisolms' Claims and the Agreement*

The arbitration provision here provides for arbitration of all claims arising out of or relating to the Agreement. (Ex. A). An arbitration provision such as the one within the Agreement is construed broadly. *Landers v. FDIC*, 402 S.C. 100, 109, 739 S.E.2d 209 (2013) (“A clause which provides for arbitration of all disputes arising out of or relating to the contract is construed broadly.”). “A claim is within the scope of an arbitration clause that purports to cover all related disputes, so long as a significant relationship exists between the claim and the contract containing the arbitration agreement.” *York v. Dodgeland of Columbia, Inc.*, 406 S.C. 67, 95, 749 S.E.2d 139, 154 (Ct. App. 2013).

Each of the Chisolms claims against AHP relate to AHP's performance of its obligations under the Agreement, i.e. the construction of the Home. The Chisolms allege that the Home contains numerous design and construction defects that are the direct and proximate result of AHP's alleged negligent construction and that said defects constitute breaches of the Agreement and certain express and implied warranties. (Complaint, ¶¶ 9-33). The Chisolms further state claims for negligent misrepresentation and fraud which allege that AHP, in an effort to induce the Chisolms to make payments to AHP, negligently or intentionally made false representations of fact regarding AHP's compliance with the Agreement and applicable construction rules and statutes. (Complaint, ¶¶ 51-62). As such, each of the Chisolms' claims against AHP are significantly related to the Agreement and, thus, fall within Paragraph 37 of the Agreement, which plainly states that all claims arising out of or relating to the Agreement or the breach of the Agreement shall be settled by binding arbitration. (Ex. A).

The Chisolms' refusal to submit the entirety of their claims to arbitration appears to rest upon the exception to arbitration announced by the South Carolina Supreme Court in *Aiken v. World Finance Corp. of South Carolina*, 373 S.C. 144, 644 S.E.2d 705 (2007). (Ex. C). In *Aiken*, the South Carolina Supreme Court held that an arbitration agreement will not apply to outrageous torts that are unforeseeable to a reasonable consumer in the context of normal business dealings. *Id.* at 151. The *Aiken* Court, however, explicitly stated that not all intentional torts are excluded from the scope of arbitration and only outrageous torts that are legally distinct from the parties' contract should be distinguished. *Id.* at 152. When setting forth an example of the type of intentional torts that should not be excluded from arbitration, the *Aiken* Court noted that the parties stipulated that a tort claim which essentially alleges a breach of the underlying contract would be within the contemplation of the parties in agreeing to arbitrate. *Id.*

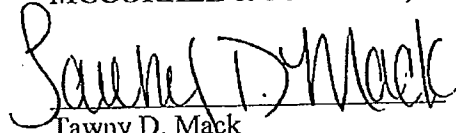
The Chisolms' fraud and negligent misrepresentation claims are not legally distinct from the Agreement. Rather, each of these claims alleges that AHP made negligent or fraudulent misrepresentations regarding the performance of its obligations under the Agreement. (Complaint, ¶¶ 51-62). As such, these claims essentially allege a breach of the Agreement and, thus, were within the contemplation of the parties at the time they entered into the Agreement. Because all of the Chisolms' claims are within the scope of the Agreement's arbitration provision, the Chisolms are required to arbitrate their dispute.

III. Conclusion

The Agreement contains a binding arbitration provision which clearly covers the claims asserted by the Chisolms against AHP. Therefore, AHP respectfully requests that his Court grant its motion to stay this action and compel arbitration.

Respectfully submitted this ^{21st} day of August, 2015.

MCCORKLE & JOHNSON, LLP



Tawny D. Mack
State Bar No. 101551
Attorney for Defendant
America's Home Place, Inc.
319 Tattnall Street
Savannah, Georgia 31406
Phone: (912) 232-6000
(912) 232-4080
tdm@mccorklejohnson.com

EXHIBIT “A”

AGREEMENT BETWEEN OWNER AND AMERICA'S HOME PLACE, INC.

THIS AGREEMENT is made and entered into this day of November 1, 2011
by and between James & Beverly Chisolm of Beaufort - SC (County - State), hereafter known as the Owner and
America's Home Place, Inc. hereinafter known as Contractor, Hall County, Gainesville, GA.

EXHIBIT

A

WITNESSETH:

Contractor and Owner agree as follows:

**FOR ALL CONTRACTS EXECUTED IN SOUTH CAROLINA THIS CONTRACT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO S.C. CODE OF LAWS TITLE 15, CHAPTER 48.**

509 Building Consultant

Owner

Owner

1. Contractor shall furnish labor and materials for the construction of a home designated as the Dawson II A according to the attached "Pricing Worksheet", "Plans", "Color Selection Agreement", "Description of Materials" and "By Owner Agreement(s)" in accordance with "America's Home Place" Construction Workmanship Standards & 1 Yr. Limited Warranty Agreement, hereby made a part of this agreement. The "Description of Materials" constitutes the materials to be used on home except as amended by the additions and/or deletions on the attached "Pricing Worksheet" # 1-7916A5 Rev 2. Redline changes in the plans are not final and are subject to change both in scope and pricing when the redline changes are actually drawn by Contractor's drafting department. Once notified of completion, owner shall review and approve all redline changes within 5 business days.

NOTE: Local codes may supersede floor plans, Pricing Worksheet & Description of Materials.

2. The home shall be constructed on Owner's property which is located at 2935 Lenoirville Road, Beaufort - SC
3. Owner warrants that Owner presently has or will have fee simple, marketable title to the above-described property prior to beginning of construction. Owner agrees to pay all costs incurred in clearing up any defects in the title.

Owner acknowledges that Contractor will not be responsible and Owner hereby disclaims and releases Contractor from any liability for the following.

1. Defects in the title to property owned or purchased by Owner.
2. Zoning of governmental regulations as to the use of the Owner's property
3. Any and all conditions that would prevent the building of a structure as contemplated in this agreement or under the building code in place.

Owner makes this release and accepts this Disclaimer from Contractor, even though Contractor may have referred Owner to third parties which Contractor has been advised have property for sale.

Contractor disclaims any liability regarding the purchase and sale of any lot by Owner.

4. Cash Only - Not Applicable

FINANCED HOMES

Name of Lender(s): Construction: _____ Permanent: _____

5a.

\$168,850.55 Total Contract Price

Amount Paid to Contractor at signing of Agreement (non-refundable \$500.00

\$500.00 minimum)

Prepared by Susan Gunyou on November 1, 2011

\$0.00 Down payment to be paid at Construction Loan Closing

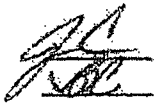
\$168,350.55 Balance Due

- 5b. Contractor acknowledges receipt of \$500.00 nonrefundable Contractor fee to be applied to the price of home.
- 5c. In the event Owner's construction loan is not closed out within 30 days from contract date, Contractor shall have the right to adjust the contractual price to reflect any increase in the construction cost. If this adjusted price is not agreeable with Owner, the Owner shall have the right to terminate this Agreement. Owner shall not be entitled to any refund of the Initial Amount Paid or Down Payment. If Owner or Contractor is unable to secure septic tank permit, building permit or any neighborhood architectural approval for any reason within 60 days of date of construction loan closing, Contractor has the right to renegotiate the contract price or terminate this Agreement without cause and without any penalty. In the event of such termination for any reason, Owner's sole remedy for such termination is the return of Owner's Down Payment and the Initial Amount Paid and Owner shall not be entitled to any damages of any kind against Contractor.
- 5d. Contractor agrees to pay closing costs, discount points and construction loan interest not to exceed allowance amount shown on Pricing Worksheet.
- 5e. All bank draws shall be paid by the lender directly to Contractor. Before construction begins, Owner's lender shall sign a document agreeing to pay all draws directly to Contractor. Owner agrees to sign any documents required to allow draws to be paid directly to Contractor without co-signing of checks by Owner. All draws shall be paid in accordance with the lender's approved draw schedule.
- 5f. Failure to receive draw due on construction of home within three (3) days of request will result in Owner being responsible for interest at the current interest rate of the loan (APR) on the amount of draw that is delayed. In the event Contractor elects to advance funds for construction rather than draw funds from construction loan, Owner agrees to pay Contractor interest on any sums advanced by Contractor for construction at the same rate as provided for in construction loan.
- 5g. Owner agrees to be responsible to pay Contractor interest at the current interest rate of the loan (APR) on any remaining moneys not received by Contractor from construction loan funding. The interest charge shall begin accruing 3 days from date of completion as defined in paragraph 7 of this Agreement.
- 5h. **OWNER UNDERSTANDS THAT IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO PROVIDE FINANCING FOR SAID HOME - BOTH CONSTRUCTION AND PERMANENT FINANCING. OWNER FURTHER ACKNOWLEDGES THAT THEY ARE RESPONSIBLE FOR CHOOSING THE LENDER AND THAT ANY LENDERS SUGGESTED BY THE CONTRACTOR ARE ONLY SUGGESTIONS. OWNER FURTHER ACKNOWLEDGES THAT ALL RATES, INTEREST AND CLOSING COSTS ASSOCIATED WITH THE LOANS ARE THE RESPONSIBILITY OF THE OWNER AND OWNER DOES NOT HOLD CONTRACTOR RESPONSIBLE FOR RATES, INTEREST AND LOAN COSTS.**
6. Owner understands that due to weather conditions, land conditions, permitting, subcontractor availability, materials, and building inspections that there is no possible way to guarantee a construction completion time. Owner also understands that any time given to them in reference to a completion date is only a rough estimate. Contractor makes no guarantee for the length of time to complete the Home. Contractor assumes no responsibility for increased financing costs if Owner locks in their loan to close in a certain time period before the Home is completed. Any completion date given by an America's Home Place employee is only a rough estimate and not binding.
7. Owner shall not occupy the Home until after the Completion Date and Owner has paid all monies due at Final Settlement. The Completion Date shall be the earliest of Substantial Completion or the date the Certificate of Occupancy is issued. Substantial Completion is defined as that date that the Owner may make beneficial use and occupancy of the Home. **OWNER'S OCCUPANCY OF HOME CONSTITUTES ACCEPTANCE OF SUBSTANTIAL COMPLETION OF THE HOME BY OWNER.**
8. Owner understands and agrees that any money due Contractor at settlement will be deducted from, but not limited to, Owner's completion allowances.

9. Owner agrees to not perform any additional work on home unless authorized by Contractor through the execution of a "By Owner Agreement". Owner understands and agrees that all moneys in "Pricing Worksheet" for By Owner items and Completion Allowances will not be released until work is complete. Owner understands that any request for allowance money in "Pricing Worksheet" for any By Owner items must be submitted in writing to Contractor after work is complete. Owner further acknowledges that the Contractor will reimburse the Owner within 10 business days of receiving written request for money.
10. Owner understands and agrees that any moneys due Owner at settlement with Contractor will be paid to Owner after permanent loan closing (except Owner Completion Allowances).
11. Builder shall provide Builder's Risk Insurance during construction. Builder's Risk Insurance does not cover any personal items left in house including any damage or theft to these items.
12. Owner shall provide homeowner's Insurance paid in full for one year on said home at time of settlement with Contractor named as an additional insured (until Contractor is paid in full).
13. In order to prevent mistakes and delays in construction, Owner understands that it is critical to the production process that no changes whatsoever be made after the Building Agreement is signed. At this point in time, Contractor estimates home and sends out all the Purchase Orders to suppliers and subcontractors for the construction of the entire home. In the rare case that the Owner insists on making a change after signing the Building Agreement Owner agrees to pay a Change Order fee of \$200.00 plus the cost of the change and any restocking fees and/or drafting fee (\$50/hr) at the time Change Order is signed. **ONCE AGAIN, IT IS CRITICAL TO THE PRODUCTION PROCESS THAT NO CHANGES WHATSOEVER ARE MADE AFTER SIGNING THE BUILDING AGREEMENT.**
14. Owner shall have all weather roads, graveled as necessary to site, cleared and passable prior to beginning of construction unless specified on "Pricing Worksheet" for Contractor to perform such work. Any expense for a concrete pump or for equipment required for towing material delivery trucks on home site shall be at Owner's expense. In the event Owner doesn't have driveway to site passable for delivery trucks, upon written notice to Owner by Contractor, Owner shall have 3 days to complete a passable driveway or Contractor shall have the right at Owner's expense to do such work as is necessary to make driveway passable. Contractor is not responsible for damage to access road.
15. Contractor shall provide grading, hauling, purchasing of backfill dirt, backfilling of slabs, garage, carports or porches, outside clean-up, trash disposal, dumpster, toilet, hay and silt screen up to the allowance amount specified on the "Pricing Worksheet". Owner understands this is a rough grade, a tractor will be required to finish landscaping. Owner understands that any grading done by Contractor will be at a minimum of 4 hours per trip. Up to 1 of the 4 hours may be allotted toward travel time. Owner shall pay any amount over the allowance specified within 10 days of receipt of statement.
16. Contractor shall not be responsible for any damage to trees or access road during or after construction of home.
17. Owner agrees that any well and/or septic tank included on the Pricing Worksheet is priced at cost plus 23% administrative fee. Contractor agrees to oversee installation of well and/or septic tank (this may include, but is not limited to, a pump lift station) in accordance with County Health Department specifications. Contractor does not warrant against wells with poor water flow, quality of water, dry wells, dry holes or wells going dry for whatever reason. Contractor does not warrant septic tanks against poor percolation, additional field line needed due to soil conditions, or seepage due to lack of sufficient field lines or soil during or due to septic tank, power line, water line, gas line or well installation.
18. Owner agrees to furnish power during construction and have available prior to beginning of construction. Access to power shall be within 100 feet of location of home. In the event Owner does not have power available at time home is ready to frame, Owner agrees to pay generator rental fees at \$75 per day until such time as power is made available. Owner agrees to furnish water and/or cost of hauling water to install block, brick or stone.

19. If applicable, the price of a crawl space home is based on the foundation of the home being an average of not over 4 blocks height (3+cap). Owner shall pay for any additional height up to 15 blocks high at the current list price. Any blocks 16 to 24 blocks high shall be subject to special pricing. (Additional Cost covers the cost incurred for additional framing and scaffolding for roofing, siding, gutters, etc.). If Owner substitutes framed wall for blocks, the Owner agrees to pay for any height above 26 in. (3 + cap) at the current list price for said item. Owner understands that a crawl space foundation is not waterproofed, unless purchased as an option. If excessive height requires the use of steel posts in lieu of block piers, Owner agrees to pay cost plus 23% for labor and material to install steel posts.
20. If applicable, the price of a monolithic slab foundation is based on top of slab not exceeding 20" from bottom of footing. Any additional height will be paid by Owner at cost + 23%. Any slab preparation or backfill over this height shall be charged to Owner's grading allowance. The price does not include any pickets or handrails on porches.
21. If applicable, the price of a stem wall slab foundation home is based on the foundation of the home being not over 2 blocks in height (1 + header block). Owner shall pay for any additional block at the current list price. Any slab preparation or backfill over this height shall be charged to Owner's grading allowance. The price does not include any pickets or handrails on porches.
22. If applicable, deck or porch prices are based on the floor of these structures not exceeding 10 ft. above ground. Any deck or porches built above 10 ft will be subject to special pricing. Owner agrees to pay for any exterior stairs and pickets required by site conditions (4 wood steps are standard).
23. Owner agrees to pay for any extra foundation or footing expense created by rock, fill dirt or unstable soil.
24. Owner understands that water or seepage under home due to wet weather springs is considered a site condition and not covered by Contractor Workmanship Standards and/or 1 Yr. Limited Warranty Agreement.
25. Owner agrees to pay for any additional items not included in this agreement that are required by subdivision covenants.
26. Contractor agrees to pay Owner amount specified on Pricing Worksheet to furnish all labor & materials to complete the power application, underground power installation, septic tank permit, gas meter, line & deposit, sewer tap fee, water meter fee, water lines, well, septic tank/sewer lines, lot clearing, driveway pipe, gravel driveway, concrete driveway, landscaping, and other items as shown.
27. Basements - Not Applicable
28. Owner agrees that any removal and reinstallation of any Contractor installed items shall be Owner's responsibility.
29. No builder can build the 100% perfect home. If it could, no family could afford to buy it. The wide range of materials used in your new home is subject to some degree of slight damage through handling and installation. Minor scratches, dents or other imperfections in wood trim, sliding glass doors and other areas will occur and are unavoidable. Minor variations in wood finishes, caused by natural variations in the wood surfaces will also occur. Should they be of a magnitude to be readily and immediately apparent (use of artificial light to detect variations in sheetrock does not constitute readily and immediately apparent), Contractor will correct them. Minor and hard to see nicks, scratches, cuts, blemishes and finish variations are not covered by Contractor Warranty. Concrete is guaranteed to crack. Our aim is to build a new home you are proud to live in and to provide you with the best possible value in a new home.
30. Contractor shall build home according to and warrant material and workmanship in said dwelling in accordance with "America's Home Place Inc. One Year Limited Warranty and Workmanship Agreement" for a period of one (1) year from the earlier of the date of occupancy permit, final settlement with Contractor or the date Owner occupies home. Warranty requests, other than emergency items, should be made in writing and mailed to Contractor. Owner agrees that all claims for warranty on By Owner items shall be in accordance with "America's Home Place Inc. One Year Limited Warranty and Workmanship Agreement".
31. Owner agrees to pay for any items Owner requests Contractor to fix that are not covered under 1 yr. Limited Warranty and Workmanship Agreement.

Prepared by Susan Gunyou on November 1, 2011



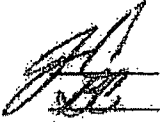
32. Contractor reserves the right to use all allowance money as set forth in the "Pricing Worksheet" toward the completion of allowance items. Allowance items are only estimates. Therefore, the actual cost may exceed the allowance amount. All allowance amounts designated by an asterisk on the "Pricing Worksheet" are calculated as actual cost plus 23%. Exception: Brick, Brick Exterior & Rock Exterior are not calculated at cost + 23% but rather as defined elsewhere in this agreement. Owner agrees to pay all overages on allowance items within 10 days of receiving an invoice from Contractor.



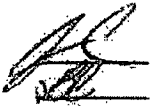
33. Owner agrees that Contractor may terminate the contract due to newly discovered or changed site conditions or any other conditions, acts, or events beyond the Contractor's control. If the Contract is terminated, Contractor shall be paid for work performed to date and shall not be liable to the Owner for any other cost or damages of any kind.



34. If an allowance for brick is included on the "Pricing Worksheet" Contractor has priced the brick as an allowance item according to the exterior square footage of the home along with any gables that are bricked. Owner is being charged the current list price as referenced on the "Pricing Worksheet" for each brick used on the home. Price includes a credit for the standard vinyl siding and choice of brick chosen from the Contractor supplied selections.



35. If an allowance for exterior rock veneer is included on the "Pricing Worksheet" Contractor has priced the rock as an allowance item according to the exterior square footage of the home along with any gables that are rocked. Owner is to be charged the price shown on the Pricing Worksheet for each square foot of rock used on home. Price includes a credit for the standard vinyl.



36. Owner agrees to pay cost plus 23% for any items not covered by this contract or by Change Orders.



37. **BINDING ARBITRATION AGREEMENT**

ALL CLAIMS, DISPUTES AND OTHER MATTERS OR QUESTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF AMERICAN ARBITRATION ASSOCIATION (AAA) AND/OR DEMARS & ASSOCIATES, LTD. (DMA), AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR OR ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES EXPRESSLY AGREE THAT THE ARBITRATOR OR ARBITRATORS SHALL HAVE THE POWER AND AUTHORITY TO GRANT REASONABLE ATTORNEY'S FEES AND COSTS IN RESOLUTION OF THE CLAIMS, DIFFERENCES AND/OR CONTROVERSIES ARISING FROM THIS AGREEMENT WHICH THE PARTIES HAVE AGREED TO SUBMIT TO BINDING ARBITRATION.

THE DEMAND FOR ARBITRATION SHALL BE IN WRITING AND DELIVERED TO THE OTHER PARTY TO THE AGREEMENT AND THE ARBITRATOR. THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER RELATING TO THIS AGREEMENT HAS ARISEN, AND IN NO EVENT SHALL BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM, DISPUTE OR OTHER MATTER WILL BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS.

THE COSTS OF THE ARBITRATOR WILL BE PAID BY THE PARTY WHO IS AT FAULT ON THE POINT BEING ARBITRATED. IN THE EVENT OF MULTIPLE POINTS BEING ARBITRATED, THE ARBITRATOR'S FEE WILL BE ALLOCATED ON A PRORATA BASIS BY THE ARBITRATOR. IF EITHER PARTY FAILS TO ATTEND THE ARBITRATION, SUCH PARTY SHALL PAY FOR THE COSTS OF THE ARBITRATOR, PLUS A \$1,000.00 PENALTY FOR LIQUIDATED DAMAGES FOR LOST TIME OF THE PARTY THAT ATTENDED THE ARBITRATION.

CONTRACTOR MAY SECURE ITS RIGHTS UNDER THE MECHANIC'S LIEN LAW, AND, SUBSEQUENT TO THE ARBITRATION AWARD, MAY ENFORCE SAID RIGHT AND OBTAIN A LIEN FORECLOSURE JUDGEMENT.

Owner

Owner

Building Cons.

Date

Date

Date

Prepared by Susan Gunyon on November 1, 2011

Manager: _____

Date: _____

Corp. Officer: _____

Date: _____

38. Owner understands that in order to receive the referral fee, the Owner must mail request to:
America's Home Place Inc.
Attn: Referral Department
P.O. Box 1316
Gainesville, GA 30503

Request must have the name of the person referred, office referred to, date of construction loan closing and Owner's mailing address. The request will be verified thru the office referred to. They will verify that the prospect had never visited any other Contractor location and that the construction loan has closed. Once verification has been complete a check will be mailed to Owner.

39. This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

40. **RIGHT TO RESCIND.** Buyer / Owner herein shall have a right to cancel this Agreement until midnight of the third business day after the day on which this Agreement is executed. Notice of cancellation shall be given to the Seller/Contractor at its place of business set forth in this Agreement by certified mail, return receipt requested, which shall be posted not later than 12:00 midnight on the third business day following execution of this Agreement. All rights and remedies available to the parties in reference to this right to cancel are more specifically set forth in O.C.G.A. Section 10-1-6 et.al. which is incorporated herein by reference.

41. Should any part or parts of this contract be invalid, it is mutually agreed that such part or parts of this contract shall not invalidate the remaining part or parts thereof.

42. Owner acknowledges that each paragraph of this contract has been explained and initials acceptance of same. Owner also acknowledges receipt of this agreement.

43. **THIS AGREEMENT AND ANY CHANGE ORDERS ARE SUBJECT TO BEING ACCEPTED BY AN OFFICER OF CONTRACTOR.**

44. Owner agrees to allow America's Home Place Inc. to use pictures of their home in any future advertising including newspaper, TV, etc.

45. Owner, by law, is not allowed to move into their new home until Certificate of Final Occupancy has been received from the local governing authority and a permanent loan has been obtained. If Owner moves in before this certification is obtained, they are in violation of the law and are subject to a fine.

46. **MOLD NOTICE, DISCLOSURE AND DISCLAIMER**

Mold: Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees F and 100 degrees F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of Mold: All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

What the Homeowner can do: The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

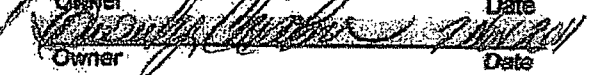
Disclaimer and Waiver

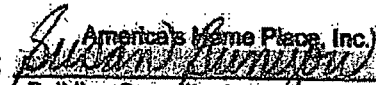
Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder is hereby limited to things that we can reasonably control within the scope of our work as contractor. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable industry standards of residential construction) for a period of one (1) year. Defects in construction does not include mold and we, the builder, will not be responsible for any damages caused by mold, or by some other similar agent, that may be associated with defects in our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use is hereby waived and disclaimed as they relate to mold or similar agents.

Customer: James & Beverly Chisolm

Contract # 1-7916A5 Rev. 2 Page 8

This agreement shall be binding on the parties thereto, their assigns successors, representatives or administrators, and in witness whereof, the parties hereto have set their hands and affixed their seals, the day and year written above.


Owner _____ Date _____

Owner _____ Date _____

BY:  America's Home Place, Inc.)
Building Consultant
BY: _____
Corporate Officer of Contractor
Title: _____

Prepared by Susan Ganyou on November 1, 2011

America's Home Place recognizes that you have had many conversations and have seen many selections that are available for your home. It is America's Home Place desire to deliver the home with the selections you expect in your new home.

America's Home Place will not be obligated to include in your home any available options/features that may be identified on the selection sheets which are not specifically outlined and indicated with appropriate pricing on your pricing work sheets portion of your purchase agreement.

Accordingly, there are NO Verbal Representations per the purchase agreement and you the Owner are claiming that none have been made to you.


Customer Signature

7 NOV 2011
Date


Building Consultant

11-07-11
Date

Homeowner To Do Checklist

We have made this checklist for your convenience. Please see that each item below that pertains to you is completed prior to the Site Meeting. If you have any questions please talk with your Building Consultant.

1. **TEMPORARY POWER** - Make application for Temporary and Permanent power. When you make application the Power Company will furnish you a meter base. Please bring this to your Site Meeting. If you are going to have underground power run to your home, please check with your Power Company for any special conditions that need to be met. At the Site Meeting inform the Building Superintendent of any special conditions.
2. **PROPERTY CORNERS** - Locate and mark all property corners. (Make sure house is located on the correct property) It is strongly suggested that a licensed surveyor locate your pins. If not Owner must sign a release of liability form.
3. **PROPERTY DETAILS** - Inform America's Home Place, in writing, of any and all easements, rights of way, deed restrictions, etc.
4. **SPECIFICATIONS** - Provide specification sheets on any and all owner furnished items.
5. **PERMITS** - Owner is to obtain zoning, building, septic and well permits. The Owner is to pay for any architectural review fees.
6. **SEPTIC TANK PERMIT** - Apply for your septic tank permit at the county Health Department. Each county has different requirements and time periods for approving applications. Ask your county Health Department officials for instructions and complete this process as soon as possible.
7. **WATER METER** - Make application and purchase your Water meter (if applies).
8. **SEWER TAP** - Make application and purchase your Sewer Tap (if applies).
9. **GAS METER** - Make application and purchase Gas Meter (if applies).
10. **SEPTIC TANK** - Locate and clearly mark the four (4) corners of your existing septic tank.
11. **WATER** - Secure temporary water source for block/brick mason.
12. **LOT CLEARING** - Arrange to have your lot cleared when your loan is approved.
13. **TRASH REMOVAL** - (If By Owner). Help to keep building lot and house clean. Should be hauled off every other week. Critical times are right after framing, roofing and drywall. America's Home Place will do everything possible to place trash in a single designated area.
14. **DRIVEWAY PIPE** - If the county is providing please arrange it with them. If not, when your site is cleared have the pipe delivered and installed at this time.
15. **GRAVEL DRIVEWAY** - Have gravel arranged to come out at the time that your lot is being cleared. The size of gravel to put down at this time is #4. Must be installed to within 5 feet of foundation and maintained throughout construction. An auxiliary drive may be required for homes with side load garages depending on weather. Large trucks need to be able to get within 5 feet of foundation throughout construction. If house is inaccessible, construction may be stopped (if this is a By-Owner item).
16. **DEHUMIDIFIER** (Homes with basement) - Homeowner should install and run a properly sized dehumidifier in basement to keep relative humidity less than 50%.

As you can see you play a vital role in seeing that your home is built in an efficient and timely manner. Please have these items that pertain to you, completed prior to your Site Meeting. It will assist you in the time it takes to build your new home.

Owner

Date

Owner

Date

Prepared by Susan Gurney on November 1, 2011

COLOR SELECTION AGREEMENT

(ALL SELECTIONS ON THIS FORM MUST BE FILLED IN BY OWNER)

ALL SELECTIONS MUST BE MADE BEFORE CONTRACT CAN BE SUBMITTED TO LENDER OR CORPORATE

CUSTOMER NAME: James & Beverly Chisolm DATE 11/1/2011
 MODEL NAME: Dawson II A
 SALES OFFICE: _____
 BUILD OFFICE: _____

AMERICA'S HOME PLACE DRAFTS AND ESTIMATES THE HOME BASED ON THIS COLOR SELECTION AGREEMENT THEN DISTRIBUTES PURCHASE ORDERS AND WORK ORDERS BEFORE CONSTRUCTION BEGINS. THEREFORE, IT IS CRITICAL IN OUR PRODUCTION PROCESS THAT NO CHANGES WHATSOEVER ARE MADE TO THIS COLOR SELECTION AGREEMENT ONCE IT HAS BEEN COMPLETED. ANY CHANGES TO THIS COLOR SELECTION AGREEMENT SHALL REQUIRE A CHANGE ORDER AND WILL INCURR A \$200.00 ADMINISTRATION AND PROCESSING FEE. OCCASIONALLY PRODUCTS ON THIS COLOR SELECTION AGREEMENT ARE DISCONTINUED OR NO LONGER AVAILABLE. AMERICA'S HOME PLACE, INC. RESERVES THE RIGHT TO CHANGE MANUFACTURERS AND PRODUCTS AND/OR MAKE SIMILAR PRODUCT SUBSTITUTIONS. OWNER AGREES TO AMEND THESE SELECTIONS AS NEEDED.

I HEREBY AGREE THAT THE FOLLOWING SELECTIONS ARE THE ONES TO BE USED ON OUR HOME BUILT BY AMERICA'S HOME PLACE, INC.

James & Beverly Chisolm 11-07-11 Beverly Chisolm 11 Nov 2011
 OWNER DATE OWNER DATE

I VERIFY THAT AS OF 11-07-11 (DATE) THIS SELECTION SHEET IS 100% COMPLETE.AMERICA'S HOME PLACE REPRESENTATIVE: Susan Gunyon**EXTERIOR FINISH SELECTIONS**

	MANUFACTURER	COLOR		
SHINGLES	<u>ATLAS</u>	<u>BURNT SIENNA</u>		
VINYL SIDING	<u>N/A</u>		☐ STRAIGHT LAP	☐ DUTCH LAP
SHUTTERS	<u>MID AMERICA</u>	<u>LT WHITE</u>	☐ RAISED PANEL	☒ LOUVERED
GUTTERS	☒ WHITE* ☐ OTHER			
OUTSIDE CORNERS	☒ WHITE* ☐ OTHER			
SOFFIT AND TRIM	☒ WHITE* ☐ OTHER			
GARAGE DOORS	☒ WHITE* ☐ OTHER		STYLE: _____	
WINDOWS	☒ WHITE* ☐ OTHER		☐ GRIDS	☒ NO GRIDS
EXTERIOR DOORS			☐ GRIDS	☒ NO GRIDS

* WHITE IS STANDARD UNLESS OTHERWISE INDICATED

OTHER EXTERIOR FINISH OPTIONS

VINYL _____ STYLE: _____
 VINYL _____ STYLE: _____
 BRICK RED RICHMOND
 STONE _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials JCOwner Initials BP

Prepared by Susan Gunyon on November 1, 2011

INTERIOR FINISHES**OUTLETS & SWITCH PLATES**☒ WHITE (STANDARD) ☐ OTHER _____**BATHROOM FIXTURES**

Tubs, Sinks, & Commodes: One Color to be used in all Bathrooms

☒ WHITE (STANDARD) ☐ BONE/BISQUE**BATHROOM FAUCETS**

One Color to be used in all Bathrooms

☒ CHROME ☐ STAINLESS ☐ BRONZE**KITCHEN FAUCETS**☒ CHROME ☐ STAINLESS ☐ BRONZE**LIGHT FIXTURES**

Please choose one color. (NOTE: All Exterior Light Fixtures are black.)

☒ BRUSHED NICKEL ☐ BRONZE**DOOR HARDWARE**

Hinges to match hardware

☒ BRUSHED NICKEL ☐ STAINLESS ☐ BRONZE**APPLIANCE COLOR**

Unless otherwise specified, refrigerator opening is 36" wide by 72" high.

☒ WHITE ☐ BLACK ☐ STAINLESS/BLACK COMBO

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

CABINET SELECTIONS**KITCHEN KNOB COLOR:**HP106-DOOR
HP107-DRAWER**BATHROOM KNOB COLOR:**SAME**CABINETS -****KITCHEN**Style Name: MERILLAT Color Name: ARBOR FALLS CLASSIC DELUXE Color Number: WHITE**HALF BATH**Style Name: N/A Color Name: N/A Color Number: _____**MASTER BATH**Style Name: SAME AS ABOVE Color Name: SAME AS ABOVE Color Number: WHITE**BATH # 2**Style Name: " Color Name: " Color Number: "**OTHER**

Style Name: _____ Color Name: _____ Color Number: _____

Note: Wood and Finish Variations - Since no two trees are identical, wood can be expected to differ, both in color and grain. The natural wood finish of fine furniture owes much of its charm to these variations in color tones and grain characteristics. In respect to the above, America's Home Place, Inc. cannot be responsible for variations in color tone and grain in the interior trim, interior doors, cabinets and vanities.

COUNTER TOPS -**KITCHEN**Type: LAMINATE Color Name: JEWELLED IVORY Color Number: 4868-52**HALF BATH**Type: N/A Color Name: N/A Color Number: _____**MASTER BATH**Type: LAMINATE Color Name: CANYON BLACK Color Number: 1755-01**BATH # 2**Type: " Color Name: CANYON BLACK Color Number: 1755-01**OTHER**Type: BULLDOGE EDGE Color Name: _____ Color Number: _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

PAINT SELECTIONS**ALL ROOMS MUST BE IDENTIFIED ON RED LINE PLANS**

NOTE: INTERIOR FLAT PAINT IS USED ON ALL WALLS.

NOTE: ALL CLOSETS WILL BE PAINTED THE SAME COLOR AS THE ROOM IT IS ATTACHED TO.

INTERIOR WALLS Color Name: EXTRA WHITE Color Number: SW7006Rooms: ALL

INTERIOR WALLS Color Name: _____ Color Number: _____

Rooms: _____

INTERIOR WALLS Color Name: _____ Color Number: _____

Rooms: _____

INTERIOR TRIM Color Name: WHITE Color Number: _____

NOTE: TRIM AND INSIDE OF EXTERIOR DOORS ARE THE SAME COLOR THROUGHOUT

FRONT DOOR Color Name: WHITE Color Number: _____

NOTE: STAINED FRONT DOOR UP-CHARGE MUST BE NOTED ON PRICING WORKSHEET

OTHER EXTERIOR DOORS Color Name: WHITE Color Number: _____FRONT PORCH POST & RAILS Color Name: N/A Color Number: _____

NOTE: RAILS NOT INCLUDED ON SLAB HOUSE PLANS

DECK POSTS & RAILS Color Name: N/A Color Number: _____CEILING TEXTURE (STANDARD) SMOOTH (OPTIONAL) _____

NOTE: OPTIONAL TEXTURE UP-CHARGE MUST BE NOTED ON PRICING WORKSHEET

INTERIOR CEILING Color Name: WHITE Color Number: _____FOUNDATION Color Name: N/A Color Number: _____FIBER CEMENT SIDING Color Name: N/A Color Number: _____OTHER Color Name: N/A Color Number: _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

FLOOR COVERING SELECTIONS**ALL ROOMS MUST BE IDENTIFIED ON RED LINE PLANS**

NOTE: ALL CLOSETS WILL HAVE SAME FLOOR COVERING AS THE ROOM THE CLOSET IS ATTACHED TO UNLESS OTHERWISE NOTED ON PLANS.

Note - Carpet & Vinyl are standard floor covering types per floor plans.
Any upgrades to Wood, Laminate and/or Tile must be noted on Pricing Worksheet or will not be included in the home.☐ CARPET☒ VINYL☐ TILE☐ HARDWOOD☐ CONCRETE☐ LAMINATE

BRAND NAME:

TARKETT

STYLE:

COLOR

NAME:

WOODMARK

COLOR #:

33052

Rooms:

ALL WET AREAS, FOYER & HALL

☒ CARPET☐ VINYL☐ TILE☐ HARDWOOD☐ CONCRETE☐ LAMINATE

BRAND NAME:

MOHAWK

STYLE:

TOP CARD

COLOR

NAME:

PARCHMENT

COLOR #:

722

Rooms:

BDRMS, LR, DR, FR

☐ CARPET☐ VINYL☐ TILE☐ HARDWOOD☐ CONCRETE☐ LAMINATE

BRAND NAME:

STYLE:

COLOR

NAME:

COLOR #:

Rooms:

☐ CARPET☐ VINYL☐ TILE☐ HARDWOOD☐ CONCRETE☐ LAMINATE

BRAND NAME:

STYLE:

COLOR

NAME:

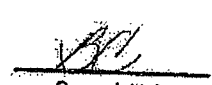
COLOR #:

Rooms:

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON
PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

FIREPLACE FACE		
(ONLY IF INCLUDED ON PRICING WORKSHEET)		
TYPE	COLOR NAME	MORTAR/GROUT
☐ SLATE		
☐ BRICK		
☐ STONE		
☐ OTHER		
MANTLE STYLE:		
STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.		
 Owner Initials		 Owner Initials

Description of Materials

SAVANNAH

Customer Name: James & Beverly Chisolm
Building Address: 2935 Langfordville Road
City, State Zip: Ridgeland, SC 29936

FOUNDATION

- Foundation: monolithic poured concrete floor with integrated footings

FLOOR SYSTEM

- Floor system: 1st floor - 4" concrete; 2nd floor - Engineered floor trusses
- Sub-Floor: 23/32" T & G oriented strand board, glued and nailed (on 2nd floor)

EXTERIOR WALLS

- Studs: 2 x 4 - 16" on center
- Plates: solid 2 x 4 bottom & double top plates
- Sheathing: 7/16" oriented strand board
- Vapor Barrier: house wrap

INTERIOR WALLS

- Studs: 2 x 4 - 16" on center
- Plates: 2 x 4 bottom & double top plates

ROOF SYSTEM

- Framing: engineered Trusses - 24" o.c.
- Sheathing: 7/16" oriented strand board
- Underlayment: 15 lb. roof felt
- Shingles: 30 year Architectural seal-tab
- Venting: continuous Ridge Vent

PLUMBING

- Water lines: PEX or CPVC
- Sewer lines: PVC
- Water Heater: 50 gallon electric
- Kitchen Sink: stainless steel

- Tubs/Showers: 1 Piece molded fiberglass
- Lavatories: 1 in each bath
- Commodos: elongated
- Specialty Hook-Up: clothes washer
- Outside water spigots: 2 included
- Faucets: washer-less
- Miscellaneous hook-up: Ice-maker

HEAT AND AIR SYSTEM

- Heat pump: energy efficient
- Thermostat: automatic control
- Supply Ducts: insulated
- Vents: clothes dryer

WIRING

- Service: 200 AMP panel on all homes
- Wiring: All copper except entrance cable
- Exterior receptacles: 2 included
- Receptacles: Plenty in all rooms
- Specialty Outlet: Clothes dryer
- Accessory lights: all bedroom closets
- Service lights: Attic and crawl space
- Flood lights: 2 double floods
- Recessed lights: 4 - 6 in kitchen per plan
- Phone or TV outlets: 8 total, type and location chosen by customer
- Ceiling Fans: 1 in great room
- Ceiling fan prep: Wire & brace for future ceiling fan in all bedrooms

INSULATION

- Heated Area - Ceiling: R-33 in flat areas or R-30 in sloped areas
- Heated Area - Exterior Walls: R-13
- Caulking/Sealing: doors, windows, and all building envelope penetrations

EXTERIOR FINISH

- Entry doors: insulated
 - Deadbolts: on entrance doors
 - Patio doors: insulated
 - Siding: Vinyl with a choice of styles
 - Gutters: Aluminum
 - Windows: Thermally improved insulated
- NOTE: Window sizes may vary in accordance to local codes and may result in changes to standard plan

INTERIOR FINISH

- Ceilings: 1/2" ceiling board or 5/8" sheetrock with smooth finish
- Walls: 1/2" sheetrock with textured finish
- Wall Heights: 9 ft. Main Floor, 8 ft. 2nd Floor
- Cabinets & Vanities: Raised Panel faces with furniture finish, Staggered upper cabinets with crown molding in kitchen
- Interior doors: 6 panel Hardboard (paint grade)
- Baseboard Trim: 5 1/4" tall
- Mirrors: above all vanities
- Shelving: wire shelves & shelf-rods

APPLIANCES

- Range: self-cleaning electric with lighted oven and timer
- Dishwasher: power miser setting and cycle for pots and pans
- Range Venting: Microwave/Re-circulating vent hood
- Smoke Alarms: 110 volt w/ battery backup
- Garage door Opener (if applicable): 1/2 H.P. with 2 remotes

WARRANTY

- 1 year limited warranty

America's Home Place reserves the right to substitute materials of equal or better quality

Owner

Date

Owner

Date

Building Consultant

Date

Prepared by Susan Gunyou on November 1, 2011

**Quick Start Authorization and Agreement
Between Owner(s) and America's Home Place, Inc.**

Owner(s) grants permission to immediately begin work on Owner(s) property which is currently in
Owner(s) name located at:

2935 Langfordville Road , Ridgeland, SC, 29936

Owner(s) are not aware of any title issues or restrictive covenants that would restrict work from commencing.
America's Home Place, Inc. may also obtain permits and related items, when required.

Owner

Date

Owner

Date

America's Home Place, Inc.

By:

Date

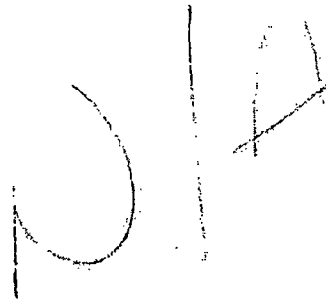
Concrete Estimate Worksheet

Driveway, Turn-Around, Patio and Walk-way

(This is a proposed sketch demonstrating size-shape)

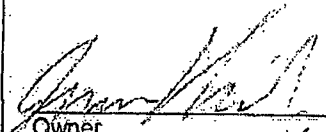
Contract / Quote #
Rev. #

Date:



Concrete Allowance Estimate				
	Length		Width	
Turn-Around	_____	x	_____	= _____ SF
Turn-Around	_____	x	_____	= _____ SF
Driveway	_____	x	_____	= _____ SF
Flair	_____	x	_____	= _____ SF
Walk-way	_____	x	_____	= _____ SF
Buffer	_____		_____	= _____ SF
Total SF				= _____ SF
Allowance per SF				= _____ \$
Total Allowance				= _____ \$
(Add to Allowance Line Item on Quote)				

Patio	Length	Width	
(Slab Found. only)	_____	x	= _____ SF
(Add Patio to Quote in Standard Options - Areas)			

 7/10/2011
 Owner Date
 11-07-11
 Owner Date
 Susan Gunyou 11-07-11
 Building Consultant Date

Price does not include grading - Actual price is cost + 23%

Actual size and shape is subject to change as a result of final house placement or unusual lot conditions. The amounts that are calculated on this sheet are only an estimate and will vary.

NOTE: Concrete is guaranteed to crack.

Prepared by Susan Gunyou on November 1, 2011

By Owner Agreement between Owner and America's Home Place

Georgia, Hall County

THIS AGREEMENT is made and entered into this day of _____ by and between _____ of _____ County, State, hereafter known as the Owner and America's Home Place, Inc., hereinafter known as Contractor, Hall County, Gainesville, Georgia.

WITNESSETH:

Contractor and Owner agree as follows:

1. This Agreement pertains to the house being built by Contractor for the Owner as described in the Building Agreement dated _____
2. Contractor agrees to pay Owner _____ dollars as shown on Pricing Worksheet to furnish all labor and material necessary to complete the following:
on the above mentioned home to acceptable quality standards.
3. All By Owner work must be done in compliance with local Building Codes and in accordance with AHP Construction Workmanship Standards & 1 year Limited Warranty Agreement and in accordance with acceptable industry standards. All workers and subcontractors performing By Owner work must be properly licensed to perform the work. All By Owner work must be accepted by Contractor before any money defined in paragraph 2 can be released.
4. Owner agrees to complete their portion of this Contract within _____ days of Owners start date. Contractor will determine Owners' start date. Owner will be notified 1 week in advance of Owner start date. If Owner has not completed their portion of work within the allotted time Owner agrees to pay a penalty of \$25.00 per day. If Owner has not completed their work in _____ days after Owner's start date Contractor reserves the right to complete the Owner installed item at the Owner's expense.
5. If Owner elects to do own grading or backfilling Owner accepts full responsibility for any damage occurring as a result of such grading. If Owner elects to do his initial grading, it must be completed within 10 days of the time of construction loan closing. If Owner elects to do his own backfilling of foundation, garage, and porch, it must be completed within 3 days of being notified by Contractor that it is ready to be backfilled. If customer fails to complete the initial grading or backfilling within the allotted time Contractor reserves the right to complete the grading in accordance with paragraph 14 of Agreement Between Owner & Contractor.
6. Owner is responsible for Workman's Compensation & General Liability Insurance for all workers and subcontractors performing By Owner work. Failure to obtain Workman's Compensation & General Liability Insurance could result in owner being personally liable in the event of loss, damage, injury or death. Owner agrees to hold Contractor harmless and indemnify Contractor for any loss, damage, injury or death resulting from Owner-supplied work, products and / or subcontractor labor, including Workman's Compensation claims.
7. Owner agrees and understands that all By Owner work is not covered by the 1 Year Limited Warranty Agreement Builders Warranty or any statutory warranty under the building agreement, builder's license and/or building permit. Any Owner supplied work, products and / or subcontracted labor shall not be warranted in any respect by Contractor.
8. Owner agrees to pay for any re-inspection fees due to Owner's part of this Contract failing local building inspection or bank inspection.
9. After Owner installed allowance items are completed and a written request for money is submitted, Owner agrees to allow 10 business days for receipt of money. This check will be sent to your local Contractor office and will not be released until a Contractor's representative verifies that the work has been completed.
10. An Officer of Contractor must accept this Agreement and any changes to this agreement.
11. Owner understands and agrees that Contractor does not warrant BY OWNER items for loss, theft, damage or vandalism in any way. Owner understands and agrees that any Owner supplied work, products and / or subcontracted labor supplied by Owner shall not be covered under Contractor's Builders Risk Policy.

This Agreement shall be binding on the parties their to, their assigns, successors, representatives, or administrators, and in witness whereof, the parties hereto have hereunto set their hands and affixed their seals, the day and year written above.

Owner

Date

BY:

America's Home Place

Building Consultant

(SEAL)

BY:

Accepted for America's Home Place

Corporate Officer of Contractor
Title:

(SEAL)

Prepared by Susan Gunyou on November 1, 2011

EXHIBIT “B”

McCORKLE & JOHNSON, LLP

Attorneys At Law
319 Tattnall Street • Savannah, Georgia 31401
Phone: (912) 232-6000 • Fax: (912) 232-7060
tdm@mccorklejohnson.com

July 30, 2015
Via Email and United States Mail

Dean B. Bell, Esq.
1 Corpus Christi Place
Building 105, Executive Center
Hilton Head Island, South Carolina 29928

RE: Chisolm v. America's Home Place, Inc., et al.
Jasper County Court of Common Pleas
Civil Action # 2015-CP-27-209

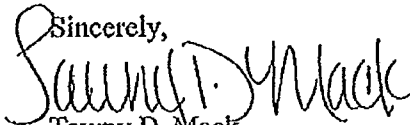
Dear Dean:

As you are aware, my firm represents America's Home Place, Inc. ("AHP") in the above-referenced civil action. I am writing to follow-up to our June 5, 2015, phone conference, during which we discussed the possibility of participating in an informal mediation prior to my client seeking to enforce the arbitration provision of the November 7, 2011, contract entered into between the Chisolms and AHP (the "Agreement"). I have not, however, received any additional correspondence from you regarding this discussion.

Please consider this letter a formal demand for arbitration in accordance with Paragraph 37 of the Agreement. Paragraph 37 of the Agreement mandates arbitration of "[a]ll claims, disputes and other matters or questions arising out of or relating to" the Agreement. The entirety of the Chisolms' civil action against AHP arises out of or relates to the Agreement and, as such, must be submitted to binding arbitration. Paragraph 37 also dictates that arbitration is to be conducted in accordance with the rules of the American Arbitration Association ("AAA") and/or Demars & Associates, LTD ("DMA"). AHP prefers DMA over AAA; however, we are certainly willing to work with you and the Chisolms to select an arbitrator that is agreeable to all parties regardless of whether said arbitrator is with DMA or AAA.

Please let me know within seven (7) days of the date of this letter whether the Chisolms prefer DMA or AAA so that arbitration may be initiated without further delay.

Sincerely,



Tawny D. Mack
Attorney at Law

cc: Robert C. Dills, Esq. -- via email
America's Home Place, Inc.

Q:\DATA\WPDATA\7600\7630-01 arbitration demand ltr.docx

PHILLIP R. McCORKLE • DAVID H. JOHNSON • MATHEW M. MCCOY (GA & SC) • ROBERT L. McCORKLE, III (GA & SC)
CATHERINE M. BOLGER (GA & SC) • COLBY B. LONGLEY (GA & SC) • TAWNY D. MACK (GA & SC) • RUARI J. O'SULLIVAN (GA & SC)
WWW.McCORKLEJOHNSON.COM

APP 95

EXHIBIT “C”

The Law Office of Dean B. Bell, LLC

Dean B. Bell *
Robert C. Dills
* Certified Circuit Court Mediator

1 Corpus Christi Place
Bldg. 105, Executive Center
Post Office Box 7401(29938)
Hilton Head Island, SC 29928

Telephone ♦ (843) 785-9772
Fax ♦ (843) 785-9773
Website: www.deanbell-law.com

August 5, 2015

VIA EMAIL and U. S. POSTAL SERVICE
FIRST CLASS POSTAGE PREPAID

Tawny D. Mack
McCorkle & Johnson, LLP
319 Tattnall St.
Savannah, GA 31401

Re: James Chisolm and Beverly Ann Chisolm v. America's Home Place, Inc., et al.
Case No.: 2015-CP-27-209

Dear Tawny:

We received your letter demanding arbitration in this matter. As was discussed during our June 5 phone call, we are currently awaiting completion of the inspections and the corresponding report from our experts on the property. We would not be able to mediate or arbitrate this matter until we have that report and have a complete understanding of all defects present and potential damages. Attempting to mediate without having a full understanding of the facts would be a waste of time and expense for us, you, and our respective clients.

We did agree to participate in an informal mediation prior to any potential arbitration or hearing on the matter, and we are still willing to go ahead with attempting to mediate this dispute. I apologize for not being in contact since that phone call. Finally, we have not consented to any arbitration on this matter and there is doubt that at least some of our claims against AHP would be subject to Paragraph 37 of the November 7, 2011 contract.

Please let me know within seven (7) days of receipt of this letter whether AHP is willing to proceed with nonbinding mediation on this matter

With kind regards, I am

Sincerely yours,



Robert C. Dills

RCD

The Law Office of Dean B. Bell, LLC

Dean B. Bell *
Robert C. Dills
*Certified Circuit Court Mediator

1 Corpus Christi Place
Bldg. 105, Executive Center
Post Office Box 7401(29938)
Hilton Head Island, SC 29928

Telephone • (843) 785-9772
Fax • (843) 785-9773
Website: www.deanbell-law.com

August 11, 2015

VIA EMAIL and U. S. POSTAL SERVICE
FIRST CLASS POSTAGE PREPAID

Tawny D. Mack
McCorkle & Johnson, LLP
319 Tattnall St.
Savannah, GA 31401

Re: James Chisolm and Beverly Ann Chisolm v. America's Home Place, Inc., et al.
Case No.: 2015-CP-27-209

Dear Tawny:

I am writing you to follow up on my August 5, 2015 letter to you and in further response to your July 30, 2015 demand for arbitration. We deny that all claims in our Amended Complaint are subject to the arbitration agreement as detailed in Paragraph 37 of the contract between America's Home Place, Inc. ("AHP") and the Chisolms (the "Agreement"). Without acknowledgment of any specific claims being subject to the arbitration clause, we specifically deny that claims of fraud committed by the defendants, including AHP, would be subject to arbitration. "Arbitration is a matter of contract, and a party cannot be required to submit to arbitration any dispute that he or she has not agreed to submit. Because arbitration rests on the agreement of the parties, the range of issues that can be arbitrated is restricted by the terms of the agreement." *Faltaous v. Anderson Ocean Club Dev., LLC*, 388 S.C. 45, 48, 693 S.E.2d 434, 435 (Ct. App. 2010).

South Carolina and Federal law, in interpreting the FAA and contracts, has made it clear that fraudulent conduct is not subject to broadly-defined arbitration agreements. "Because even the most broadly-worded arbitration agreements still have limits founded in general principles of contract law, this [c]ourt will refuse to interpret any arbitration agreement as applying to outrageous torts that are unforeseeable to a reasonable consumer in the context of normal business dealings." *Aiken v. World Fin. Corp. of S.C.*, 373 S.C. 144, 151-152, 644 S.E.2D 705, 709 (2007) (While not specifically excluding all torts from arbitration, it did clearly exclude "those outrageous torts, which although factually related to the performance of the contract, are legally distinct from the contractual relationship between the parties."). Our clients, when entering the Agreement, certainly never contemplated any potential fraudulent activity being committed by AHP or its agents.

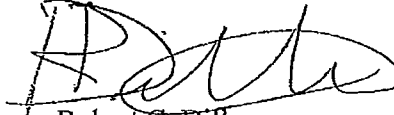
Ms. Tawny Mack
Page 2 of 2
August 11, 2015

During our June 5, 2015 phone conversation, you had presented the option that your client is willing to proceed with non-binding mediation before any further litigation or arbitration in this case. We are fully committed to proceeding with the mediation. At this time, we are completing the full inspection and report of the subject property so that we may fully determine all applicable defects.

Please let me know within seven (7) days of receipt of this letter whether AHP is willing to proceed with nonbinding mediation on this matter.

With kind regards, I am

Sincerely yours,



Robert C. Dills

RCD

STATE OF SOUTH CAROLINA

COUNTY OF JASPER

JAMES CHISOLM and BEVERLY ANN
CHISOLM,

Plaintiffs,

vs.

AMERICA'S HOME PLACE, INC.; PCF
CONTRACTING, LLC; UNDERWOOD
MECHANICAL, LLC; BLUE MESA
CONSTRUCTION, INC.; PALMETTO
RESIDENTIAL ELECTRIC, LLC;
PALMETTO HEATING & AIR OF THE
LOW COUNTRY, INC.; and ABOVE THE
SKY ROOFING, INC.;

Defendants.

IN THE COURT OF COMMON PLEAS
FOR THE FOURTEENTH JUDICIAL CIRCUIT

CASE NUMBER 2015-CP-27-209

PLAINTIFFS' MEMORANDUM IN
OPPOSITION OF AMERICA'S HOME PLACE,
INC.'S MOTION TO STAY AND COMPEL
ARBITRATION

This Memorandum of Facts and Law is hereby submitted in opposition to the Defendant America's Home Place, Inc.'s ("APH") Motion to Stay and Compel Arbitration (the "Motion").

I. INTRODUCTION

This case was brought by the Plaintiffs to address certain construction defects and related claims of breach of contract, breach of express and implied warranties, negligence, negligent misrepresentation, and fraud performed by the various Defendants, including APH. The claims arise from the construction of the Plaintiffs' new home upon real property located at 2935 Langfordville Road, Ridgeland, South Carolina (the "Home"). In regards to the construction, APH served as the general contractor, with the remaining defendants having been hired as subcontractors by APH.

On November 1, 2011 the Plaintiffs entered into an agreement with APH for the construction of their new Home, a copy of which is attached hereto as Exhibit "A" (the

"Agreement"). Pursuant to this Agreement, AHP agreed to design and construct the Plaintiffs' Home. During the course of performance of the Agreement, AHP refused or failed to follow industry standards and applicable building codes. These actions led to numerous defects in the Home's construction. These deficiencies include, but are not limited to, improper sanding/finishing of sheetrock, improper installation of pipes, metal ductwork in attic being insufficiently supported, improper termination of bathroom exhaust fans, and improper insulation.

II. LAW/ANALYSIS

A. LEGAL ANALYSIS

Federal and South Carolina courts favor arbitration of disputes except where the arbitration clause cannot be interpreted to cover the dispute. However, "arbitration is a matter of contract, and a party cannot be required to submit to arbitration any dispute that he or she has not agreed to submit." *Faltaous v. Anderson Ocean Club Dev., LLC*, 338 S.C. 45, 48, 693 S.E.2d 434, 435 (Ct.App. 2010) ("The range of issues that can be arbitrated is restricted by terms of the agreement."). South Carolina courts generally hold that broadly-worded arbitration clauses or agreements apply to disputes only in which a "significant relationship" exists between the claims and the contract. *Zabinski v. Bright Acres Assoc.*, 346 S.C. 580, 598, 553 S.E.2d 110, 119 (2001).

The Supreme Court of South Carolina, in *Aiken*, established a definitive rule for determining whether a significant relationship exists, holding that "this court will refuse to interpret any arbitration agreement as applying to outrageous torts that are unforeseeable to a reasonable consumer in the context of normal business dealings." *Aiken*, 644 S.E.2d 705, 709 (2007). Although the Court pointed out that not all torts are excluded from arbitration, it did create an exclusion for "those outrageous torts, which although factually related to the

performance of the contract, are legally distinct from the contractual relationship between the parties." *Id.* at 708 ("Applying what amounts to a "but-for" causation standard essentially includes every dispute imaginable between the parties, which greatly oversimplifies the parties' agreement to arbitrate claims between them. Such a result is illogical and unconscionable.").

The Court held that the Plaintiff in that matter could not possibly have been agreeing to provide a particular forum for settling claims arising from the tortious conduct of the Defendant when they signed the arbitration agreement. "To interpret an arbitration agreement to apply to actions completely outside the expectations of the parties would be inconsistent with" the goal of commercially reasonable arbitration. *Id.* at 710, *see Partain v. Upstate Automotive Group*, 689 S.E.2d 602, 386 S.C. 488 (SC 2010) ("[Plaintiff] cannot be held to have contemplated that, in signing the arbitration clause, he was agreeing to arbitrate claims arising from allegedly fraudulent conduct.").

B. APPLICATION

In its Motion, APH asserts that all of the Plaintiffs' claims are subject to the arbitration provision of the Agreement. A preliminary paragraph of the Agreement states "For all contracts executed in South Carolina, this contract is subject to binding arbitration pursuant to S.C. Code of Laws Title 15, Chapter 48. Additionally, Section 37 of the Agreement states, in part, that "All claims, disputes, and other matters or questions arising out of or relating to this agreement, or the breach thereof, shall be settled by binding arbitration in accordance with the rules of American Arbitration Association (AAA) ..." These two arbitration provisions are clearly broadly-defined and thus must be interpreted to apply to disputes only in which a "significant relationship" exists between the claims and the contract.

Plaintiffs' Complaint included several claims towards APH: (1) Negligence/Gross

Negligence, (2) Breach of Contract, (3) Breach of Implied Warranty of Habitability, (4) Breach of Express and Implied Warranties, (5) Negligent Misrepresentation, and (6) Fraud. Plaintiffs admit that some of the claims, such as the Breach of Contract, may be within the scope of the arbitration provisions. However, Plaintiff specifically asserts that the claims for Negligent Misrepresentation and Fraud are beyond the scope of arbitration as they do not hold a significant relationship with the contract.

The Plaintiffs in the present action should not be held to have been agreeing to arbitrate claims arising from extraordinary torts such as negligent misrepresentation and fraud. A part of the Plaintiffs' claims for negligent misrepresentation and fraud includes the Defendant's failure to adhere to industry standards, statutory law, and/or applicable building codes. It would be illogical to hold that fraudulent conduct is foreseeable in the course of normal business dealings. Therefore, the Plaintiffs cannot be held to have foreseen that APH would disregard statutory laws and building codes in constructing the Home. Moreover, the Plaintiffs cannot be held to have contemplated that, in signing the arbitration clause, they were agreeing to arbitrate claims arising from allegedly fraudulent conduct.

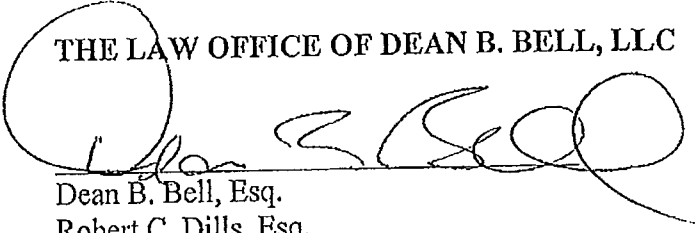
III. CONCLUSION

The Agreement between the Plaintiffs and APH contains a broadly-defined arbitration provision. The Plaintiffs' claims of Negligent Misrepresentation and Fraud, among others, though factually related to the Agreement, should not be held to be within the scope of the arbitration agreement. The alleged conduct of the Defendant was not foreseeable by the Plaintiffs at the time they signed the Agreement. The Plaintiffs did not, and could not have, anticipated the allegedly fraudulent conduct of the Defendant when they signed the Agreement. Based upon the

foregoing reasons, Defendant America's Home Place, Inc.'s motion to stay and compel arbitration should be denied.

Respectfully submitted,

THE LAW OFFICE OF DEAN B. BELL, LLC



Dean B. Bell, Esq.
Robert C. Dills, Esq.
Executive Center, Bldg. 105
1 Corpus Christi Place
Hilton Head Island, SC 29938
843/785-9772 Fax: 843/785-9773
Attorneys for the Plaintiffs

10/19, 2015
Hilton Head Island, SC

AGREEMENT BETWEEN OWNER AND AMERICA'S HOME PLACE, INC.

THIS AGREEMENT is made and entered into this day of November 1, 2011
by and between James & Beverly Chiscolm of Beaufort - SC (County - State), hereafter known as the Owner and
America's Home Place, Inc. hereinafter known as Contractor, Hall County, Gainesville, GA.

**WITNESSETH:**

Contractor and Owner agree as follows:

**FOR ALL CONTRACTS EXECUTED IN SOUTH CAROLINA THIS CONTRACT IS SUBJECT TO BINDING
ARBITRATION PURSUANT TO S.C. CODE OF LAWS TITLE 15, CHAPTER 48.**

[Signature] Building Consultant [Signature] Owner
[Signature] Owner

1. Contractor shall furnish labor and materials for the construction of a home designated as the Dawson II A according to the attached "Pricing Worksheet", "Plans", "Color Selection Agreement", "Description of Materials" and "By Owner Agreement(s)" in accordance with "America's Home Place" Construction Workmanship Standards & 1 Yr. Limited Warranty Agreement, hereby made a part of this agreement. The "Description of Materials" constitutes the materials to be used on home except as amended by the additions and/or deletions on the attached "Pricing Worksheet" # 1-7918A5 Rev 2. Redline changes in the plans are not final and are subject to change both in scope and pricing when the redline changes are actually drawn by Contractor's drafting department. Once notified of completion, owner shall review and approve all redline changes within 5 business days.

NOTE: Local codes may supersede floor plans, Pricing Worksheet & Description of Materials.

2. The home shall be constructed on Owner's property which is located at 2935 Langfordville Road, Beaufort - SC.
3. Owner warrants that Owner presently has or will have fee simple, marketable title to the above-described property prior to beginning of construction. Owner agrees to pay all costs incurred in clearing up any defects in the title.

Owner acknowledges that Contractor will not be responsible and Owner hereby disclaims and releases Contractor from any liability for the following.

1. Defects in the title to property owned or purchased by Owner.
2. Zoning or governmental regulations as to the use of the Owner's property
3. Any and all conditions that would prevent the building of a structure as contemplated in this agreement or under the building code in place.

Owner makes this release and accepts this Disclaimer from Contractor, even though Contractor may have referred Owner to third parties which Contractor has been advised have property for sale.

Contractor disclaims any liability regarding the purchase and sale of any lot by Owner.

4. Cash Only - Not Applicable

FINANCED HOMES

Name of Lender(s): Construction: _____ Permanent: _____

5a.

\$168,850.55 Total Contract Price

Amount Paid to Contractor at signing of Agreement (non-refundable \$500.00

\$500.00 minimum)

Prepared by Susan Gunyou on November 1, 2011

\$0.00 Down payment to be paid at Construction Loan Closing

\$168,350.55 Balance Due

- 5b. Contractor acknowledges receipt of \$500.00 nonrefundable Contractor fee to be applied to the price of home.
- 5c. In the event Owner's construction loan is not closed out within 30 days from contract date, Contractor shall have the right to adjust the contractual price to reflect any increase in the construction cost. If this adjusted price is not agreeable with Owner, the Owner shall have the right to terminate this Agreement. Owner shall not be entitled to any refund of the Initial Amount Paid or Down Payment. If Owner or Contractor is unable to secure septic tank permit, building permit or any neighborhood architectural approval for any reason within 60 days of date of construction loan closing, Contractor has the right to renegotiate the contract price or terminate this Agreement without cause and without any penalty. In the event of such termination for any reason, Owner's sole remedy for such termination is the return of Owner's Down Payment and the Initial Amount Paid and Owner shall not be entitled to any damages of any kind against Contractor.
- 5d. Contractor agrees to pay closing costs, discount points and construction loan interest not to exceed allowance amount shown on Pricing Worksheet.
- 5e. All bank draws shall be paid by the lender directly to Contractor. Before construction begins, Owner's lender shall sign a document agreeing to pay all draws directly to Contractor. Owner agrees to sign any documents required to allow draws to be paid directly to Contractor without co-signing of checks by Owner. All draws shall be paid in accordance with the lender's approved draw schedule.
- 5f. Failure to receive draw due on construction of home within three (3) days of request will result in Owner being responsible for interest at the current interest rate of the loan (APR) on the amount of draw that is delayed. In the event Contractor elects to advance funds for construction rather than draw funds from construction loan, Owner agrees to pay Contractor interest on any sums advanced by Contractor for construction at the same rate as provided for in construction loan.
- 5g. Owner agrees to be responsible to pay Contractor interest at the current interest rate of the loan (APR) on any remaining moneys not received by Contractor from construction loan funding. The interest charge shall begin accruing 3 days from date of completion as defined in paragraph 7 of this Agreement.
- 5h. **OWNER UNDERSTANDS THAT IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO PROVIDE FINANCING FOR SAID HOME - BOTH CONSTRUCTION AND PERMANENT FINANCING. OWNER FURTHER ACKNOWLEDGES THAT THEY ARE RESPONSIBLE FOR CHOOSING THE LENDER AND THAT ANY LENDERS SUGGESTED BY THE CONTRACTOR ARE ONLY SUGGESTIONS. OWNER FURTHER ACKNOWLEDGES THAT ALL RATES, INTEREST AND CLOSING COSTS ASSOCIATED WITH THE LOANS ARE THE RESPONSIBILITY OF THE OWNER AND OWNER DOES NOT HOLD CONTRACTOR RESPONSIBLE FOR RATES, INTEREST AND LOAN COSTS.**
6. Owner understands that due to weather conditions, land conditions, permitting, subcontractor availability, materials, and building inspections that there is no possible way to guarantee a construction completion time. Owner also understands that any time given to them in reference to a completion date is only a rough estimate. Contractor makes no guarantee for the length of time to complete the Home. Contractor assumes no responsibility for increased financing costs if Owner locks in their loan to close in a certain time period before the Home is completed. Any completion date given by an America's Home Place employee is only a rough estimate and not binding.
7. Owner shall not occupy the Home until after the Completion Date and Owner has paid all monies due at Final Settlement. The Completion Date shall be the earliest of Substantial Completion or the date the Certificate of Occupancy is issued. Substantial Completion is defined as that date that the Owner may make beneficial use and occupancy of the Home. **OWNER'S OCCUPANCY OF HOME CONSTITUTES ACCEPTANCE OF SUBSTANTIAL COMPLETION OF THE HOME BY OWNER.**
8. Owner understands and agrees that any money due Contractor at settlement will be deducted from, but not limited to, Owner's completion allowances.

9. Owner agrees to not perform any additional work on home unless authorized by Contractor through the execution of a "By Owner Agreement". Owner understands and agrees that all moneys in "Pricing Worksheet" for By Owner items and Completion Allowances will not be released until work is complete. Owner understands that any request for allowance money in "Pricing Worksheet" for any By Owner items must be submitted in writing to Contractor after work is complete. Owner further acknowledges that the Contractor will reimburse the Owner within 10 business days of receiving written request for money.
10. Owner understands and agrees that any moneys due Owner at settlement with Contractor will be paid to Owner after permanent loan closing (except Owner Completion Allowances).
11. Builder shall provide Builder's Risk Insurance during construction. Builder's Risk Insurance does not cover any personal items left in house including any damage or theft to these items.
12. Owner shall provide homeowner's Insurance paid in full for one year on said home at time of settlement with Contractor named as an additional insured (until Contractor is paid in full).
13. In order to prevent mistakes and delays in construction, Owner understands that it is critical to the production process that no changes whatsoever be made after the Building Agreement is signed. At this point in time, Contractor estimates home and sends out all the Purchase Orders to suppliers and subcontractors for the construction of the entire home. In the rare case that the Owner insists on making a change after signing the Building Agreement Owner agrees to pay a Change Order fee of \$200.00 plus the cost of the change and any restocking fees and/or drafting fee (\$50/hr) at the time Change Order is signed. **ONCE AGAIN, IT IS CRITICAL TO THE PRODUCTION PROCESS THAT NO CHANGES WHATSOEVER ARE MADE AFTER SIGNING THE BUILDING AGREEMENT.**
14. Owner shall have all weather roads, graveled as necessary to site, cleared and passable prior to beginning of construction unless specified on "Pricing Worksheet" for Contractor to perform such work. Any expense for a concrete pump or for equipment required for towing material delivery trucks on home site shall be at Owner's expense. In the event Owner doesn't have driveway to site passable for delivery trucks, upon written notice to Owner by Contractor, Owner shall have 3 days to complete a passable driveway or Contractor shall have the right at Owner's expense to do such work as is necessary to make driveway passable. Contractor is not responsible for damage to access road.
15. Contractor shall provide grading, hauling, purchasing of backfill dirt, backfilling of slabs, garage, carports or porches, outside clean-up, trash disposal, dumpster, toilet, hay and silt screen up to the allowance amount specified on the "Pricing Worksheet". Owner understands this is a rough grade, a tractor will be required to finish landscaping. Owner understands that any grading done by Contractor will be at a minimum of 4 hours per trip. Up to 1 of the 4 hours may be allotted toward travel time. Owner shall pay any amount over the allowance specified within 10 days of receipt of statement.
16. Contractor shall not be responsible for any damage to trees or access road during or after construction of home.
17. Owner agrees that any well and/or septic tank included on the Pricing Worksheet is priced at cost plus 23% administrative fee. Contractor agrees to oversee installation of well and/or septic tank (this may include, but is not limited to, a pump lift station) in accordance with County Health Department specifications. Contractor does not warrant against wells with poor water flow, quality of water, dry wells, dry holes or wells going dry for whatever reason. Contractor does not warrant septic tanks against poor percolation, additional field line needed due to soil conditions, or seepage due to lack of sufficient field lines or soil during or due to septic tank, power line, water line, gas line or well installation.
18. Owner agrees to furnish power during construction and have available prior to beginning of construction. Access to power shall be within 100 feet of location of home. In the event Owner does not have power available at time home is ready to frame, Owner agrees to pay generator rental fees at \$75 per day until such time as power is made available. Owner agrees to furnish water and/or cost of hauling water to install block, brick or stone.

19. If applicable, the price of a crawl space home is based on the foundation of the home being an average of not over 4 blocks height (3+cap). Owner shall pay for any additional height up to 16 blocks high at the current list price. Any blocks 16 to 24 blocks high shall be subject to special pricing. (Additional Cost covers the cost incurred for additional framing and scaffolding for roofing, siding, gutters, etc.). If Owner substitutes framed wall for blocks, the Owner agrees to pay for any height above 28 in. (3 + cap) at the current list price for said item. Owner understands that a crawl space foundation is not waterproofed, unless purchased as an option. If excessive height requires the use of steel posts in lieu of block piers, Owner agrees to pay cost plus 23% for labor and material to install steel posts.
20. If applicable, the price of a monolithic slab foundation is based on top of slab not exceeding 20" from bottom of footing. Any additional height will be paid by Owner at cost + 23%. Any slab preparation or backfill over this height shall be charged to Owner's grading allowance. The price does not include any pickets or handrails on porches.
21. If applicable, the price of a stem wall slab foundation home is based on the foundation of the home being not over 2 blocks in height (1 + header block). Owner shall pay for any additional block at the current list price. Any slab preparation or backfill over this height shall be charged to Owner's grading allowance. The price does not include any pickets or handrails on porches.
22. If applicable, deck or porch prices are based on the floor of these structures not exceeding 10 ft. above ground. Any deck or porches built above 10 ft will be subject to special pricing. Owner agrees to pay for any exterior stairs and pickets required by site conditions (4 wood steps are standard).
23. Owner agrees to pay for any extra foundation or footing expense created by rock, fill dirt or unstable soil.
24. Owner understands that water or seepage under home due to wet weather springs is considered a site condition and not covered by Contractor Workmanship Standards and/or 1 Yr. Limited Warranty Agreement.
25. Owner agrees to pay for any additional items not included in this agreement that are required by subdivision covenants.
26. Contractor agrees to pay Owner amount specified on Pricing Worksheet to furnish all labor & materials to complete the power application, underground power installation, septic tank permit, gas meter, line & deposit, sewer tap fee, water meter fee, water lines, well, septic tank/sewer lines, lot clearing, driveway pipe, gravel driveway, concrete driveway, landscaping, and other items as shown.
27. Basements - Not Applicable
28. Owner agrees that any removal and reinstallation of any Contractor installed items shall be Owner's responsibility.
29. No builder can build the 100% perfect home. If it could, no family could afford to buy it. The wide range of materials used in your new home is subject to some degree of slight damage through handling and installation. Minor scratches, dents or other imperfections in wood trim, sliding glass doors and other areas will occur and are unavoidable. Minor variations in wood finishes, caused by natural variations in the wood surfaces will also occur. Should they be of a magnitude to be readily and immediately apparent (use of artificial light to detect variations in sheetrock does not constitute readily and immediately apparent), Contractor will correct them. Minor and hard to see nicks, scratches, cuts, blemishes and finish variations are not covered by Contractor Warranty. Concrete is guaranteed to crack. Our aim is to build a new home you are proud to live in and to provide you with the best possible value in a new home.
30. Contractor shall build home according to and warrant material and workmanship in said dwelling in accordance with "America's Home Place Inc. One Year Limited Warranty and Workmanship Agreement" for a period of one (1) year from the earlier of the date of occupancy permit, final settlement with Contractor or the date Owner occupies home. Warranty requests, other than emergency items, should be made in writing and mailed to Contractor. Owner agrees that all claims for warranty on By Owner items shall be in accordance with "America's Home Place Inc. One Year Limited Warranty and Workmanship Agreement".
31. Owner agrees to pay for any items Owner requests Contractor to fix that are not covered under 1 yr. Limited Warranty and Workmanship Agreement.

32. Contractor reserves the right to use all allowance money as set forth in the "Pricing Worksheet" toward the completion of allowance items. Allowance items are only estimates. Therefore, the actual cost may exceed the allowance amount. All allowance amounts designated by an asterisk on the "Pricing Worksheet" are calculated as actual cost plus 23%. Exception: Block, Brick Exterior & Rock Exterior are not calculated at cost + 23% but rather as defined elsewhere in this agreement. Owner agrees to pay all overages on allowance items within 10 days of receiving an invoice from Contractor.
33. Owner agrees that Contractor may terminate the contract due to newly discovered or changed site conditions or any other conditions, acts, or events beyond the Contractor's control. If the Contract is terminated, Contractor shall be paid for work performed to date and shall not be liable to the Owner for any other cost or damages of any kind.
34. If an allowance for brick is included on the "Pricing Worksheet" Contractor has priced the brick as an allowance item according to the exterior square footage of the home along with any gables that are bricked. Owner is being charged the current list price as referenced on the "Pricing Worksheet" for each brick used on the home. Price includes a credit for the standard vinyl siding and choice of brick chosen from the Contractor supplied selections.
35. If an allowance for exterior rock veneer is included on the "Pricing Worksheet" Contractor has priced the rock as an allowance item according to the exterior square footage of the home along with any gables that are rocked. Owner is to be charged the price shown on the Pricing Worksheet for each square foot of rock used on home. Price includes a credit for the standard vinyl.
36. Owner agrees to pay cost plus 23% for any items not covered by this contract or by Change Orders.
37. **BINDING ARBITRATION AGREEMENT**

ALL CLAIMS, DISPUTES AND OTHER MATTERS OR QUESTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF AMERICAN ARBITRATION ASSOCIATION (AAA) AND/OR DEMARS & ASSOCIATES, LTD. (DMA), AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR OR ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE PARTIES EXPRESSLY AGREE THAT THE ARBITRATOR OR ARBITRATORS SHALL HAVE THE POWER AND AUTHORITY TO GRANT REASONABLE ATTORNEY'S FEES AND COSTS IN RESOLUTION OF THE CLAIMS, DIFFERENCES AND/OR CONTROVERSIES ARISING FROM THIS AGREEMENT WHICH THE PARTIES HAVE AGREED TO SUBMIT TO BINDING ARBITRATION.

THE DEMAND FOR ARBITRATION SHALL BE IN WRITING AND DELIVERED TO THE OTHER PARTY TO THE AGREEMENT AND THE ARBITRATOR. THE DEMAND FOR ARBITRATION SHALL BE MADE WITHIN A REASONABLE TIME AFTER THE CLAIM, DISPUTE OR OTHER MATTER RELATING TO THIS AGREEMENT HAS ARISEN, AND IN NO EVENT SHALL BE MADE AFTER THE DATE WHEN INSTITUTION OF LEGAL OR EQUITABLE PROCEEDINGS BASED ON SUCH CLAIM, DISPUTE OR OTHER MATTER WILL BE BARRED BY THE APPLICABLE STATUTE OF LIMITATIONS.

THE COSTS OF THE ARBITRATOR WILL BE PAID BY THE PARTY WHO IS AT FAULT ON THE POINT BEING ARBITRATED. IN THE EVENT OF MULTIPLE POINTS BEING ARBITRATED, THE ARBITRATOR'S FEE WILL BE ALLOCATED ON A PRORATA BASIS BY THE ARBITRATOR. IF EITHER PARTY FAILS TO ATTEND THE ARBITRATION, SUCH PARTY SHALL PAY FOR THE COSTS OF THE ARBITRATOR, PLUS A \$1,000.00 PENALTY FOR LIQUIDATED DAMAGES FOR LOST TIME OF THE PARTY THAT ATTENDED THE ARBITRATION.

CONTRACTOR MAY SECURE ITS RIGHTS UNDER THE MECHANIC'S LIEN LAW, AND, SUBSEQUENT TO THE ARBITRATION AWARD, MAY ENFORCE SAID RIGHT AND OBTAIN A LIEN FORECLOSURE JUDGEMENT.

Owner: [Signature]
 Owner: [Signature]
 Building Cons.: Susan Gunyou

Date: 17 Nov 2011
 Date: 2 Dec 2011
 Date: 11-07-11

Prepared by Susan Gunyou on November 1, 2011

Manager _____

Date _____

Corp. Officer _____

Date _____

38. Owner understands that in order to receive the referral fee, the Owner must mail request to:
 America's Home Place Inc.
 Attn: Referral Department
 P.O. Box 1316
 Gainesville, GA 30503

Request must have the name of the person referred, office referred to, date of construction loan closing and Owner's mailing address. The request will be verified thru the office referred to. They will verify that the prospect had never visited any other Contractor location and that the construction loan has closed. Once verification has been complete a check will be mailed to Owner.

39. This Agreement constitutes the sole and entire Agreement between the parties hereto and no modifications of this Agreement shall be binding unless signed by all parties to this Agreement. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

40. RIGHT TO RESCIND. Buyer / Owner herein shall have a right to cancel this Agreement until midnight of the third business day after the day on which this Agreement is executed. Notice of cancellation shall be given to the Seller/Contractor at its place of business set forth in this Agreement by certified mail, return receipt requested, which shall be posted not later than 12:00 midnight on the third business day following execution of this Agreement. All rights and remedies available to the parties in reference to this right to cancel are more specifically set forth in O.C.G.A. Section 10-1-6 et.al. which is incorporated herein by reference.

41. Should any part or parts of this contract be invalid, it is mutually agreed that such part or parts of this contract shall not invalidate the remaining part or parts thereof.

42. Owner acknowledges that each paragraph of this contract has been explained and initials acceptance of same. Owner also acknowledges receipt of this agreement.

43. THIS AGREEMENT AND ANY CHANGE ORDERS ARE SUBJECT TO BEING ACCEPTED BY AN OFFICER OF CONTRACTOR.

44. Owner agrees to allow America's Home Place Inc. to use pictures of their home in any future advertising including newspaper, TV, etc.

45. Owner, by law, is not allowed to move into their new home until Certificate of Final Occupancy has been received from the local governing authority and a permanent loan has been obtained. If Owner moves in before this certification is obtained, they are in violation of the law and are subject to a fine.

46. MOLD NOTICE, DISCLOSURE AND DISCLAIMER

Mold: Lately, mold has been in the news. Mold is a type of fungus. It occurs naturally in the environment, and it is necessary for the natural decomposition of plant and other organic material. It spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. If the growing conditions are right, mold can grow in your home. Most homeowners are familiar with mold growth in the form of bread mold, and mold that may grow on bathroom tile.

In order to grow, mold requires a food source. This might be supplied by items found in the home, such as fabric, carpet or even wallpaper, or by building materials, such as drywall, wood and insulation, to name a few. Also, mold growth requires a temperate climate. The best growth occurs at temperatures between 40 degrees F and 100 degrees F. Finally, mold growth requires moisture. Moisture is the only mold growth factor that can be controlled in a residential setting. By minimizing moisture, a homeowner can reduce or eliminate mold growth.

Moisture in the home can have many causes. Spills, leaks, overflows, condensation, and high humidity are common sources of home moisture. Good housekeeping and home maintenance practices are essential in the effort to prevent or eliminate mold growth. If moisture is allowed to remain on the growth medium, mold can develop within 24 to 48 hours.

Consequences of Mold: All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. The most common effects are allergic reactions, including skin irritation, watery eyes, runny nose, coughing, sneezing, congestion, sore throat and headache. Individuals with suppressed immune systems risk infections. Some experts contend that mold causes serious symptoms and diseases which may even be life threatening. However, experts disagree about the level of mold exposure that may cause health problems, and about the exact nature and extent of the health problems that may be caused by mold. The Center for Disease Control states that a causal link between the presence of toxic mold and serious health conditions has not been proven.

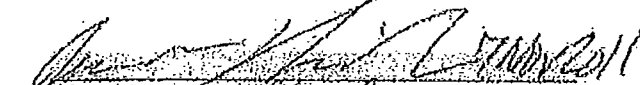
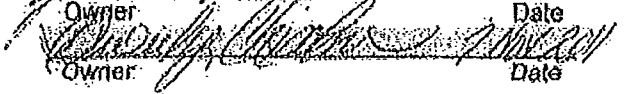
What the Homeowner can do: The homeowner can take positive steps to reduce or eliminate the occurrence of mold growth in the home, and thereby minimize any possible adverse effects that may be caused by mold. These steps include the following:

1. Before bringing items into the home, check for signs of mold. Potted plants (roots and soil), furnishings, or stored clothing and bedding material, as well as many other household goods, could already contain mold growth.
2. Regular vacuuming and cleaning will help reduce mold levels. Mild bleach solutions and most tile cleaners are effective in eliminating or preventing mold growth.
3. Keep the humidity in the home low. Vent clothes dryers to the outdoors. Ventilate kitchens and bathrooms by opening the windows, by using exhaust fans, or by running the air conditioning to remove excess moisture in the air, and to facilitate evaporation of water from wet surfaces.
4. Promptly clean up spills, condensation and other sources of moisture. Thoroughly dry any wet surfaces or material. Do not let water pool or stand in your home. Promptly replace any materials that cannot be thoroughly dried, such as drywall or insulation.
5. Inspect for leaks on a regular basis. Look for discolorations or wet spots. Repair any leaks promptly. Inspect condensation pans (refrigerators and air conditioners) for mold growth. Take notice of musty odors, and any visible signs of mold.
6. Should mold develop, thoroughly clean the affected area with a mild solution of bleach. First, test to see if the affected material or surface is color safe. Porous materials, such as fabric, upholstery or carpet should be discarded. Should the mold growth be severe, call on the services of a qualified professional cleaner.

Disclaimer and Waiver

Whether or not you as a homeowner experience mold growth depends largely on how you manage and maintain your home. Our responsibility as a homebuilder is hereby limited to things that we can reasonably control within the scope of our work as contractor. As explained in our written warranty, provided by separate instrument, we will repair or replace defects in our construction (defects defined as a failure to comply with reasonable industry standards of residential construction) for a period of one (1) year. Defects in construction does not include mold and we, the builder, will not be responsible for any damages caused by mold, or by some other similar agent, that may be associated with defects in our construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability, or an implied warranty of fitness for a particular use is hereby waived and disclaimed as they relate to mold or similar agents.

This agreement shall be binding on the parties thereto, their assigns successors, representatives or administrators, and in witness whereof, the parties hereto have set their hands and affixed their seals, the day and year written above.

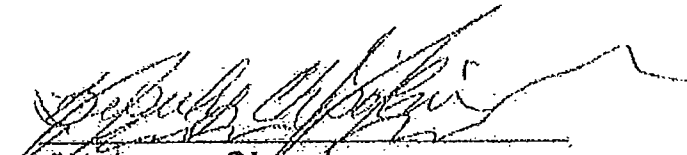

Owner _____ Date _____

Owner _____ Date _____

BY:  America's Home Place, Inc.)
Building Consultant
BY: _____
Corporate Officer of Contractor
Title: _____

America's Home Place recognizes that you have had many conversations and have seen many selections that are available for your home. It is America's Home Place desire to deliver the home with the selections you expect in your new home.

America's Home Place will not be obligated to include in your home any available options/features that may be identified on the selection sheets which are not specifically outlined and indicated with appropriate pricing on your pricing work sheets portion of your purchase agreement.

Accordingly, there are NO Verbal Representations per the purchase agreement and you the Owner are claiming that none have been made to you.


Customer Signature

2 Nov 2011
7 Nov 2011
Date


Building Consultant

11-07-11
Date

Homeowner To Do Checklist

We have made this checklist for your convenience. Please see that each item below that pertains to you is completed prior to the Site Meeting. If you have any questions please talk with your Building Consultant.

1. **TEMPORARY POWER** - Make application for Temporary and Permanent power. When you make application the Power Company will furnish you a meter base. Please bring this to your Site Meeting. If you are going to have underground power run to your home, please check with your Power Company for any special conditions that need to be met. At the Site Meeting inform the Building Superintendent of any special conditions.
2. **PROPERTY CORNERS** - Locate and mark all property corners. (Make sure house is located on the correct property) It is strongly suggested that a licensed surveyor locate your pins. If not Owner must sign a release of liability form.
3. **PROPERTY DETAILS** - Inform America's Home Place, in writing, of any and all easements, rights of way, deed restrictions, etc.
4. **SPECIFICATIONS** - Provide specification sheets on any and all owner furnished items.
5. **PERMITS** - Owner is to obtain zoning, building, septic and well permits. The Owner is to pay for any architectural review fees.
6. **SEPTIC TANK PERMIT** - Apply for your septic tank permit at the county Health Department. Each county has different requirements and time periods for approving applications. Ask your county Health Department officials for instructions and complete this process as soon as possible.
7. **WATER METER** - Make application and purchase your Water meter (if applies).
8. **SEWER TAP** - Make application and purchase your Sewer Tap (if applies).
9. **GAS METER** - Make application and purchase Gas Meter (if applies).
10. **SEPTIC TANK** - Locate and clearly mark the four (4) corners of your existing septic tank.
11. **WATER** - Secure temporary water source for block/brick mason.
12. **LOT CLEARING** - Arrange to have your lot cleared when your loan is approved.
13. **TRASH REMOVAL** - (If By Owner). Help to keep building lot and house clean. Should be hauled off every other week. Critical times are right after framing, roofing and drywall. America's Home Place will do everything possible to place trash in a single designated area.
14. **DRIVEWAY PIPE** - If the county is providing please arrange it with them. If not, when your site is cleared have the pipe delivered and installed at this time.
15. **GRAVEL DRIVEWAY** - Have gravel arranged to come out at the time that your lot is being cleared. The size of gravel to put down at this time is #4. Must be installed to within 5 feet of foundation and maintained throughout construction. An auxiliary drive may be required for homes with side load garages depending on weather. Large trucks need to be able to get within 5 feet of foundation throughout construction. If house is inaccessible, construction may be stopped (if this is a By-Owner item).
16. **DEHUMIDIFIER** (Homes with basement) - Homeowner should install and run a properly sized dehumidifier in basement to keep relative humidity less than 50%.

As you can see you play a vital role in seeing that your home is built in an efficient and timely manner. Please have these items that pertain to you, completed prior to your Site Meeting. It will assist you in the time it takes to build your new home.

Owner

Date

Owner

Date

COLOR SELECTION AGREEMENT

(ALL SELECTIONS ON THIS FORM MUST BE FILLED IN BY OWNER)

ALL SELECTIONS MUST BE MADE BEFORE CONTRACT CAN BE SUBMITTED TO LENDER OR CORPORATE

CUSTOMER NAME: James & Beverly Chisolm DATE 11/1/2011
 MODEL NAME: Dawson II A
 SALES OFFICE: _____
 BUILD OFFICE: _____

AMERICA'S HOME PLACE DRAFTS AND ESTIMATES THE HOME BASED ON THIS COLOR SELECTION AGREEMENT THEN DISTRIBUTES PURCHASE ORDERS AND WORK ORDERS BEFORE CONSTRUCTION BEGINS. THEREFORE, IT IS CRITICAL IN OUR PRODUCTION PROCESS THAT NO CHANGES WHATSOEVER ARE MADE TO THIS COLOR SELECTION AGREEMENT ONCE IT HAS BEEN COMPLETED. ANY CHANGES TO THIS COLOR SELECTION AGREEMENT SHALL REQUIRE A CHANGE ORDER AND WILL INCUR A \$200.00 ADMINISTRATION AND PROCESSING FEE. OCCASIONALLY PRODUCTS ON THIS COLOR SELECTION AGREEMENT ARE DISCONTINUED OR NO LONGER AVAILABLE. AMERICA'S HOME PLACE, INC. RESERVES THE RIGHT TO CHANGE MANUFACTURERS AND PRODUCTS AND/OR MAKE SIMILAR PRODUCT SUBSTITUTIONS. OWNER AGREES TO AMEND THESE SELECTIONS AS NEEDED.

I HEREBY AGREE THAT THE FOLLOWING SELECTIONS ARE THE ONES TO BE USED ON OUR HOME BUILT BY AMERICA'S HOME PLACE, INC.

James Chisolm 11/07/11 Beverly Chisolm 11/07/11
 OWNER DATE OWNER DATE

I VERIFY THAT AS OF 11-07-11 (DATE) THIS SELECTION SHEET IS 100% COMPLETE.AMERICA'S HOME PLACE REPRESENTATIVE: Susan Gunyon**EXTERIOR FINISH SELECTIONS**

	MANUFACTURER	COLOR		
SHINGLES	<u>ATLAS</u>	<u>BURNT SIENNA</u>		
VINYL SIDING	<u>DIA</u>		☐ STRAIGHT LAP	☐ DUTCH LAP
SHUTTERS	<u>MID AMERICA</u>	<u>117 WHITE</u>	☐ RAISED PANEL	☒ LOUVERED
GUTTERS	☒ WHITE* ☐ OTHER			
OUTSIDE CORNERS	☒ WHITE* ☐ OTHER			
SOFFIT AND TRIM	☒ WHITE* ☐ OTHER			
GARAGE DOORS	☒ WHITE* ☐ OTHER		STYLE: _____	
WINDOWS	☒ WHITE* ☐ OTHER		☐ GRIDS	☒ NO GRIDS
EXTERIOR DOORS			☐ GRIDS	☒ NO GRIDS

* WHITE IS STANDARD UNLESS OTHERWISE INDICATED

OTHER EXTERIOR FINISH OPTIONS

VINYL _____ STYLE: _____
 VINYL _____ STYLE: _____
 BRICK RED RICHMOND
 STONE _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials JCOwner Initials BC

INTERIOR FINISHES**OUTLETS & SWITCH PLATES**☒ WHITE (STANDARD) ☐ OTHER _____**BATHROOM FIXTURES**

Tubs, Sinks, & Commodes: One Color to be used in all Bathrooms

☒ WHITE (STANDARD) ☐ BONE/BISQUE**BATHROOM FAUCETS**

One Color to be used in all Bathrooms

☒ CHROME ☐ STAINLESS ☐ BRONZE**KITCHEN FAUCETS**☒ CHROME ☐ STAINLESS ☐ BRONZE**LIGHT FIXTURES**

Please choose one color. (NOTE: All Exterior Light Fixtures are black.)

☒ BRUSHED NICKEL ☐ BRONZE**DOOR HARDWARE**

Hinges to match hardware

☒ BRUSHED NICKEL ☐ STAINLESS ☐ BRONZE**APPLIANCE COLOR**

Unless otherwise specified, refrigerator opening is 36" wide by 72" high.

☒ WHITE ☐ BLACK ☐ STAINLESS/BLACK COMBO

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

CABINET SELECTIONS**KITCHEN KNOB COLOR:**HP106-DOOR
HP107-DRAWER**BATHROOM KNOB COLOR:**

SAME

CABINETS -**KITCHEN**Style Name: MERILLAT Color Name: ARBOR FALLS CLASSIC DELUXE Color Number: WHITE**HALF BATH**Style Name: N/A Color Name: N/A Color Number: WHITE**MASTER BATH**Style Name: SAME AS ABOVE Color Name: SAME AS ABOVE Color Number: WHITE**BATH # 2**Style Name: II Color Name: II Color Number: II**OTHER**

Style Name: _____ Color Name: _____ Color Number: _____

Note: Wood and Finish Variations -- Since no two trees are identical, wood can be expected to differ, both in color and grain. The natural wood finish of fine furniture owes much of its charm to these variations in color tones and grain characteristics. In respect to the above, America's Home Place, Inc. cannot be responsible for variations in color tone and grain in the interior trim, interior doors, cabinets and vanities.

COUNTER TOPS -**KITCHEN**Type: LAMINATE Color Name: JEWELLED IVORY Color Number: 4868-52**HALF BATH**Type: N/A Color Name: N/A Color Number: _____**MASTER BATH**Type: LAMINATE Color Name: CARDON BLACK Color Number: 1755-01**BATH # 2**Type: II Color Name: CARDON BLACK Color Number: 1755-01**OTHER**Type: BULLDOSE EDGE Color Name: _____ Color Number: _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

PAINT SELECTIONS**ALL ROOMS MUST BE IDENTIFIED ON RED LINE PLANS**

NOTE: INTERIOR FLAT PAINT IS USED ON ALL WALLS.

NOTE: ALL CLOSETS WILL BE PAINTED THE SAME COLOR AS THE ROOM IT IS ATTACHED TO.

INTERIOR WALLS Color Name: EXTRA WHITE Color Number: SW7006
 Rooms: ALL

INTERIOR WALLS Color Name: _____ Color Number: _____
 Rooms: _____

INTERIOR WALLS Color Name: _____ Color Number: _____
 Rooms: _____

INTERIOR TRIM Color Name: WHITE Color Number: _____
 NOTE: TRIM AND INSIDE OF EXTERIOR DOORS ARE THE SAME COLOR THROUGHOUT

FRONT DOOR Color Name: WHITE Color Number: _____

NOTE: STAINED FRONT DOOR UP-CHARGE MUST BE NOTED ON PRICING WORKSHEET

OTHER EXTERIOR DOORS Color Name: WHITE Color Number: _____

FRONT PORCH POST & RAILS Color Name: N/A Color Number: _____
 NOTE: RAILS NOT INCLUDED ON BLAB HOUSE PLANS

DECK POSTS & RAILS Color Name: N/A Color Number: _____

CEILING TEXTURE (STANDARD) SMOOTH (OPTIONAL) _____
 NOTE: OPTIONAL TEXTURE UP-CHARGE MUST BE NOTED ON PRICING WORKSHEET

INTERIOR CEILING Color Name: WHITE Color Number: _____

FOUNDATION Color Name: N/A Color Number: _____

FIBER CEMENT SIDING Color Name: N/A Color Number: _____

OTHER Color Name: N/A Color Number: _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

RC
 Owner Initials

BC
 Owner Initials

FLOOR COVERING SELECTIONS**ALL ROOMS MUST BE IDENTIFIED ON RED LINE PLANS**

NOTE: ALL CLOSETS WILL HAVE SAME FLOOR COVERING AS THE ROOM THE CLOSET IS ATTACHED TO UNLESS OTHERWISE NOTED ON PLANS.

Note - Carpet & Vinyl are standard floor covering types per floor plans.
Any upgrades to Wood, Laminate and/or Tile must be noted on Pricing Worksheet or will not be included in the home.☐ CARPET☒ VINYL☐ TILE☐ HARDWOOD☐ CONCRETE☐ LAMINATEBRAND NAME: TARKETT STYLE: _____COLOR NAME: WOODMARK COLOR #: 33052Rooms: ALL WET AREAS, FOYER & HALL☒ CARPET☐ VINYL☐ TILE☐ HARDWOOD☐ CONCRETE☐ LAMINATEBRAND NAME: MOHAWK STYLE: TOP CARDCOLOR NAME: PARCHMENT COLOR #: 722Rooms: BDRMS, LR, DR, FR☐ CARPET☐ VINYL☐ TILE☐ HARDWOOD☐ CONCRETE☐ LAMINATE

BRAND NAME: _____ STYLE: _____

COLOR NAME: _____ COLOR #: _____

Rooms: _____

☐ CARPET☐ VINYL☐ TILE☐ HARDWOOD☐ CONCRETE☐ LAMINATE

BRAND NAME: _____ STYLE: _____

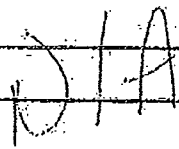
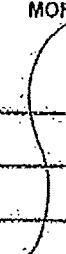
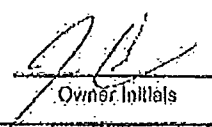
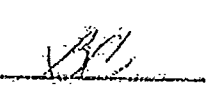
COLOR NAME: _____ COLOR #: _____

Rooms: _____

STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.

Owner Initials

Owner Initials

FIREPLACE FACE (ONLY IF INCLUDED ON PRICING WORKSHEET)		
TYPE	COLOR NAME	MORTAR/GROUT
☐ SLATE		
☐ BRICK		
☐ STONE		
☐ OTHER		
MANTLE STYLE: _____		
STANDARDS MAY VARY BY OFFICE. ANY UPGRADE FROM STANDARD MUST BE NOTED ON PRICING WORKSHEET OR IT IS NOT INCLUDED.		
		
		
	Owner Initials	Owner Initials

Description of Materials

SAVANNAH

Customer Name: James & Beverly Chisolm
 Building Address: 2935 Langfordville Road
 City, State Zip: Ridgeland, SC 29936

FOUNDATION

- Foundation: monolithic poured concrete floor with integrated footings

FLOOR SYSTEM

- Floor system: 1st floor - 4" concrete; 2nd floor - Engineered floor trusses
- Sub-Floor: 23/32" T & G oriented strand board, glued and nailed (on 2nd floor)

EXTERIOR WALLS

- Studs: 2 x 4 - 16" on center
- Plates: solid 2 x 4 bottom & double top plates
- Sheathing: 7/16" oriented strand board
- Vapor Barrier: house wrap

INTERIOR WALLS

- Studs: 2 x 4 - 16" on center
- Plates: 2 x 4 bottom & double top plates

ROOF SYSTEM

- Framing: engineered Trusses - 24" o.c.
- Sheathing: 7/16" oriented strand board
- Underlayment: 15 lb. roof felt
- Shingles: 35-year Architectural seal-tab
- Venting: continuous Ridge Vent

PLUMBING

- Water lines: PEX or CPVC
- Sewer lines: PVC
- Water Heater: 50 gallon electric
- Kitchen Sink: stainless steel

- Tubs/showers: 1 Piece molded fiberglass
- Lavatories: 1 in each bath
- Commodos: elongated
- Specialty Hook-Up: clothes washer
- Outside water spigots: 2 Included
- Faucets: washer-less
- Miscellaneous hook-up: Ice-maker

HEAT AND AIR SYSTEM

- Heat pump: energy efficient
- Thermostat: automatic control
- Supply Ducts: insulated
- Vents: clothes dryer

WIRING

- Service: 200 AMP panel on all homes
- Wiring: All copper except entrance cable
- Exterior receptacles: 2 Included
- Receptacles: Plenty in all rooms
- Specialty Outlet: Clothes dryer
- Accessory lights: all bedroom closets
- Service lights: Attic and crawl space
- Flood lights: 2 double floods
- Recessed lights: 4 - 6 in kitchen per plan
- Phone or TV outlets: 8 total, type and location chosen by customer
- Ceiling Fans: 1 in great room
- Ceiling fan prep: Wire & brace for future ceiling fan in all bedrooms

INSULATION

- Heated Area - Ceiling: R-33 in flat areas or R-30 in sloped areas
- Heated Area - Exterior Walls: R-13
- Caulking/Sealing: doors, windows, and all building envelope penetrations

EXTERIOR FINISH

- Entry doors: Insulated
 - Deadbolts: on entrance doors
 - Patio doors: insulated
 - Sliding: Vinyl with a choice of styles
 - Gutters: Aluminum
 - Windows: Thermally improved Insulated
- NOTE: Window sizes may vary in accordance to local codes and may result in changes to standard plan

INTERIOR FINISH

- Ceilings: 1/2" ceiling board or 5/8" sheetrock with smooth finish
- Walls: 1/2" sheetrock with textured finish
- Wall Heights: 9 ft. Main Floor, 8 ft. 2nd Floor
- Cabinets & Vanities: Raised Panel faces with furniture finish, Staggered upper cabinets with crown molding in kitchen
- Interior doors: 6 panel Hardboard (paint grade)
- Baseboard Trim: 5 1/4" tall
- Mirrors: above all vanities
- Shelving: wire shelves & shelf-rods

APPLIANCES

- Range: self-cleaning electric with lighted oven and timer
- Dishwasher: power miser setting and cycle for pots and pans
- Range Venting: Microwave/Re-circulating vent hood
- Smoke Alarms: 110 volt w/ battery backup
- Garage door Opener (if applicable): 1/2 H.P. with 2 remotes

WARRANTY

- 1 year limited warranty

America's Home Place reserves the right to substitute materials of equal or better quality

Owner

Owner

Date

Date

Building Consultant

Date

**Quick Start Authorization and Agreement
Between Owner(s) and America's Home Place, Inc.**

Owner(s) grants permission to immediately begin work on Owner(s) property which is currently in
Owner(s) name located at:

2935 Langfordville Road , Ridgeland, SC, 29936

Owner(s) are not aware of any title issues or restrictive covenants that would restrict work from commencing.
America's Home Place, Inc. may also obtain permits and related items, when required.

[Signature]
Owner

7 NOV 2011
Date

[Signature]
Owner

7 NOV 2011
Date

America's Home Place, Inc.

By: _____

Date

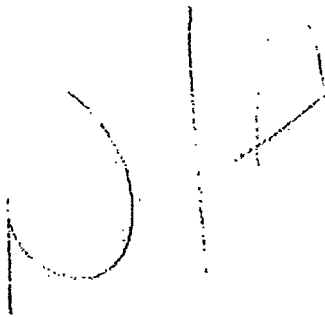
Concrete Estimate Worksheet

Driveway, Turn-Around, Patio and Walk-way

(This is a proposed sketch demonstrating size-shape)

Contract / Quote #
Rev. #

Date:



Concrete Allowance Estimate			
	Length	Width	
Turn-Around	_____ x _____	_____	SF
Turn-Around	_____ x _____	_____	SF
Driveway	_____ x _____	_____	SF
Flair	_____ x _____	_____	SF
Walk-way	_____ x _____	_____	SF
Buffer	_____	_____	SF
Total SF	_____	_____	SF
Allowance per SF	_____	_____	\$
Total Allowance	_____	_____	\$
(Add to Allowance Line Item on Quote)			
Patio	Length	Width	
(Slab Found. only)	_____ x _____	_____	SF
(Add Patio to Quote in Standard Options - Areas)			

Owner: James & Beverly Chisolm Date: 7/11/2011
 Owner: Susan Gunyon Date: 7/11/2011
 Building Consultant: Susan Gunyon Date: 11-07-11

Price does not include grading - Actual price is cost + 23%

Actual size and shape is subject to change as a result of final house placement or unusual lot conditions. The amounts that are calculated on this sheet are only an estimate and will vary.

NOTE: Concrete is guaranteed to crack.

By Owner Agreement between Owner and America's Home Place

Georgia, Hall County

THIS AGREEMENT is made and entered into this day of _____ by and between _____ of _____ County, State, hereafter known as the Owner and America's Home Place, Inc., hereinafter known as Contractor, Hall County, Gainesville, Georgia.

WITNESSETH:

Contractor and Owner agree as follows:

1. This Agreement pertains to the house being built by Contractor for the Owner as described in the Building Agreement dated _____
2. Contractor agrees to pay Owner _____ dollars as shown on Pricing Worksheet to furnish all labor and material necessary to complete the following: _____ on the above mentioned home to acceptable quality standards.
3. All By Owner work must be done in compliance with local Building Codes and in accordance with AHP Construction Workmanship Standards & 1 year Limited Warranty Agreement and in accordance with acceptable industry standards. All workers and subcontractors performing By Owner work must be properly licensed to perform the work. All By Owner work must be accepted by Contractor before any money defined in paragraph 2 can be released.
4. Owner agrees to complete their portion of this Contract within _____ days of Owners start date. Contractor will determine Owners' start date. Owner will be notified 1 week in advance of Owner start date. If Owner has not completed their portion of work within the allotted time Owner agrees to pay a penalty of \$25.00 per day. If Owner has not completed their work in _____ days after Owner's start date Contractor reserves the right to complete the Owner installed item at the Owner's expense.
5. If Owner elects to do own grading or backfilling Owner accepts full responsibility for any damage occurring as a result of such grading. If Owner elects to do his initial grading, it must be completed within 10 days of the time of construction loan closing. If Owner elects to do his own backfilling of foundation, garage, and porch, it must be completed within 3 days of being notified by Contractor that it is ready to be backfilled. If customer fails to complete the initial grading or backfilling within the allotted time, Contractor reserves the right to complete the grading in accordance with paragraph 14 of Agreement Between Owner & Contractor.
6. Owner is responsible for Workman's Compensation & General Liability Insurance for all workers and subcontractors performing By Owner work. Failure to obtain Workman's Compensation & General Liability Insurance could result in owner being personally liable in the event of loss, damage, injury or death. Owner agrees to hold Contractor harmless and indemnify Contractor for any loss, damage, injury or death resulting from Owner supplied work, products and / or subcontractor labor, including Workman's Compensation claims.
7. Owner agrees and understands that all By Owner work is not covered by the 1 Year Limited Warranty Agreement Builders Warranty or any statutory warranty under the building agreement, builder's license and/or building permit. Any Owner supplied work, products and / or subcontracted labor shall not be warranted in any respect by Contractor.
8. Owner agrees to pay for any re-inspection fees due to Owner's part of this Contract failing local building inspection or bank inspection.
9. After Owner installed allowance items are completed and a written request for money is submitted, Owner agrees to allow 10 business days for receipt of money. This check will be sent to your local Contractor office and will not be released until a Contractor's representative verifies that the work has been completed.
10. An Officer of Contractor must accept this Agreement and any changes to this agreement.
11. Owner understands and agrees that Contractor does not warrant BY OWNER items for loss, theft, damage or vandalism in any way. Owner understands and agrees that any Owner supplied work, products and / or subcontracted labor supplied by Owner shall not be covered under Contractor's Builders Risk Policy.

This Agreement shall be binding on the parties thereto, their assigns, successors, representatives, or administrators, and in witness whereof, the parties hereto have hereunto set their hands and affixed their seals, the day and year written above.

Owner
Date (SEAL)

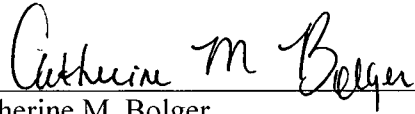
Owner
Date (SEAL)

BY: Susan Gunyou (SEAL)
America's Home Place
Building Consultant

BY: _____ (SEAL)
Accepted for America's Home Place
Corporate Officer of Contractor
Title:

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

May 12, 2016



Catherine M. Bolger
McCorkle & Johnson, LLP
SC Bar No. 80026
319 Tattnall Street
Savannah, Georgia 31406
(912) 232-6000
cmb@mccorklejohnson.com
Attorneys for Appellant

RECEIVED

MAY 26 2016

SC Court of Appeals

McCORKLE & JOHNSON, LLP

Attorneys At Law
319 Tattnall Street • Savannah, Georgia 31401
Phone: (912) 232-6000 • Fax: (912) 232-4080
cmb@mccorklejohnson.com

May 25, 2016
Via UPS Overnight Delivery

RECEIVED
MAY 26 2016
SC Court of Appeals

Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1220 Senate Street
Columbia, South Carolina 29201

Re: James Chisolm and Beverly Ann Chisolm v. American's Home Place, Inc., et al.
Court of Common Pleas, Jasper County, South Carolina
Civil Action No. 2015-CP-27-209

Dear Ms. Kitchings:

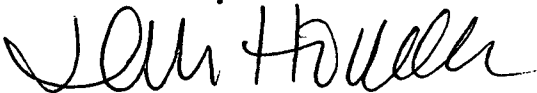
Enclosed for filing, please find the following documents in the above referenced appeal:

1. 1 Original unbound copy of the Appellant's Final Brief containing the certificate of counsel as to Rule 211(b) and certificate of service;
2. 16 bound copies of the Appellant's Final Brief containing the certificate of counsel as to Rule 211(b) and certificate of service;
3. 1 Original unbound copy of the Record on Appeal; and
4. 16 bound copies of the Record on Appeal

Please file these documents with the Court and return a file-stamped copy of each to our office in the enclosed self-addressed envelope.

If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,



Jerri L. Howell, Legal Assistant to
Catherine M. Bolger

Enclosures

cc: Dean B. Bell, Esq.
Robert C. Dills, Esq.

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UPS Internet Shipping: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.

2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup

Take your package to any location of The UPS Store®, UPS Access Point™ location, UPS Drop Box, UPS Customer Center, UPS Alliances (Office Depot® or Staples®) or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the 'Find Locations' Quick link at ups.com. Schedule a same day or future day Pickup to have a UPS driver pickup all of your Internet Shipping packages.

Hand the package to any UPS driver in your area.

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SAVANNAH, GA 31401

UPS Access Point™
THE UPS STORE
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SAVANNAH, GA 31404

UPS Access Point™
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7400 ABERCORN ST
SAVANNAH, GA 31406

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BRENDA J. BOYER
912-232-6000
MCCORKLE & JOHNSON, LLP
319 TATTNALL STREET
SAVANNAH, GA 31401

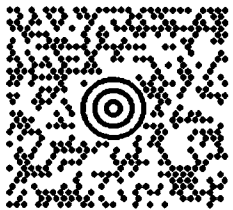
7 LBS

1 OF 1

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COLUMBIA SC 29201-3769



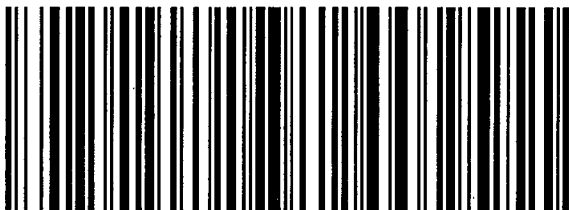
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Reference#1: 7630-01

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