26. Insulation

Location	Thickness	Material/Type	Installation	Vapor Barrier
Roof	6"	Fiberglass	Rolled	Paper
Ceiling	12"	Recycled Paper	Blown	NA
Wall	3-1/2"	Fiberglass	Rolled	Paper
Floor	6"	Fiberglass	Rolled	Paper

Additional Information:

27. Miscellaneous: (Describe any main dwelling materials, equipment, or construction items not shown elsewhere; or use to provide additional information where the space provided was inadequate. Always reference by item number to correspond to numbering used on this form.)

Hardware (make, material, and finish.)

Special Equipment (State material or make, model and quantity. Include only equipment and appliances which are acceptable by local law, custom and applicable FHA standards. Do not include items which, by established custom, are supplied by occupant and removed when he vacates premises or chattles prohibited by law from becoming realty.)

Porches *Porches built using P.T. post and rail system, Decking to be 5/4 P.T. or equal*

Terraces

Garages

Walks and Driveways

Driveway: width *30'* length *30'* base material *Compacted Earth*
thickness *NA* surfacing material *Concrete* thickness *4"*
Front walk: width *4'-0"* length *35'* material *Concrete* thickness *4"*
Service walk width _____ length _____ material _____ thickness _____

Other Onsite Improvements
(Specify all exterior onsite improvements not described elsewhere, including items such as unusual grading, drainage structures, retaining walls, fence, railings, and accessory structures.)

Landscaping, Planting, and Finish Grading

Allowance _____
Topsoil _____ thick front yard side yards rear yard to _____ feet behind main building _____
Lawns (seeded, sodded, or sprigged) front yard _____ side yards _____ rear yard _____
Planting as specified below: *Owner supplied and specified*

msn Hotmail®

ehdlgilbert@msn.com Printed: Wednesday, July 19, 2006 6:27 PM

From : DIANA BRZOZOWSKI PRICE <drbprice@msn.com>
Sent : Tuesday, December 30, 2003 8:59 AM
To : ehdlgilbert@msn.com
Subject : RE: Home

Thanks for the update.

I am concerned about the timeline. Lot preparation must not take very long if the footings are to be dug on the 6th. Will they be poured on the 7th then? When is the block work scheduled for?
Does that mean all the concrete and block work will be cured and ready for the 12 Jan frameup?

Keep us posted, I will be back there on the 5th and will drop by.

We had a good Christmas and hope yours was as good.

Ron & Diana

EXHIBIT P 9
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

From: "Danny Gilbert" <ehdlgilbert@msn.com>
To: drbprice@msn.com
Subject: Home
Date: Mon, 29 Dec 2003 12:15:43 -0500

Ron and Diana,

The following is an update on your project and answers to your questions prior to Christmas.

Verification of windows from Boozer is being done hopefully today. It is important to them as it is to you to get this right because these are special order items. I spoke to Boozer at 11:45 AM today and I am expecting a fax with all window and door information for my approval.

I received the framing plans last week. I have reviewed and hand delivered the approvals back to Boozer.

The new price just came in on the fax: $55,732

Tim Blakely (Dirt Man) walked your lot this morning and still thinks we need to let it dry a little longer. I am going to walk it this afternoon for my own opinion.

Footings are scheduled to be dug Tuesday the 6th.

The building permit has been approved but not picked up yet. I will do that the day before I call for my first inspection. The permit was submitted by me. The permit # is BP2003-1517 for 1104 Saddlehorn Road, TMS #194-00-02-122.

The septic tank will be put in by a different company, I gave many opportunities to the first company and was continually stood up. Currently we are waiting for the design of your septic tank system to by completed by DHEC.

The pictures and the different elevations are in the mail.

Although we have a good chance to make up time, we have experienced a delay on the lot prep and footings due to the rain in the area and the lack of the proper climate to help dry out your lot. Others have experienced the same delays on other jobs, which in turn, sets everyone back.

msn Hotmail®

ehdlgilbert@msn.com Printed: Wednesday, July 19, 2006 6:15 PM

From : DIANA BRZOZOWSKI PRICE <drbprice@msn.com>
Sent : Tuesday, January 13, 2004 1:17 AM
To : zorbstp@compuserve.com, wigginsch@compuserve.com
CC : ehdlgilbert@msn.com, closing@lowcountrytitle.com, Ronald.Price@navy.mil
Subject : First Draw & Plan to completion

Patty (National City Mortgage), and assistant: Charity

In anticipation of the first phase of the construction period, as defined by the draw schedule, we want to be sure "we're all singing from the same sheet of music". We have researched requirements and responsibilities and finally feel we're getting a handle on how these construction projects work, protection for all parties, and obligations of all parties--one to another.

The following is how we see Owner/Borrower expectations/responsibilities; Builder/Contractor and Lender requirements/responsibilities. Please correct us if we are mistaken in any aspect.

1. We understand Danny will be ready with all applicable documents submitted to you and the first phase of construction completed by Jan 16th. We further understand the "critical" aspect of this initial draw and want to perform it exactly by YOUR rules: "IMPORTANT BUILDER INFORMATION, DRAW PROCEDURES, CONSTRUCTION LOANS", the draw schedule and Contractor's rules defined in our Contract with Danny.

2. On Jan 20, after receiving & reviewing our copies of bldg/septic permits, termite treatment, builders's risk/general liability insurance, receipts and invoices for work (material and labor breakdown), a copy of the "frame up" contract, and the request for authorization from Danny, we will sign it. We understand if we do not ensure all actions/documents are in order, we take the chance of a "failed" inspection--resulting in delay of disbursement, additional cost to contractor, and delay in construction. We do not want to take any unnecessary risks.

3. Jan 16 - 20, after you have received all required documents mentioned previously you will order:

--The inspection/appriasial
--Foundation survey
--Title update (on Jan 8th Sue at Lowcountry was notified of draw)

4. On Jan 26th, as per our contract with Danny and outlined in disbursement authorization, a check will be cut.

5. In February we expect at least 2 subsequent draws, with draw #4 on March 1 and the final draw on March 15th.

6. On Mar 15th we expect to lock in our mortgage and be completely moved in by Mar 31st. These dates take into consideration delays in this first phase of construction, without future delay, except for weather--and we have faith the Lord will give us great weather and good will to work together until completion.

Please let us know if our expectations are out of order or if we have misunderstood any requirement or procedure. We need your "expertise"!

Ron & Diana

EXHIBIT 11
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

15% INCREASE – ACCEPTABLE AS LONG AS NO OTHER COSTS ACCUMULATED!

F. *LOT PREP...$4000, TO $2000—LABOR ONLY, TO _____????*

WE'RE NOT SURE EXACTLY WHAT TO DO WITH THIS... WE WERE FORCED BY YOU TO GET INVOLVED WITH PAYING FOR A DRIVEWAY, A DEAL WITH A SUBCONTRACTOR, WHICH WE SHOULD NOT HAVE BEEN INVOLVED UNTIL ALMOST COMPLETION OF OUR HOME. YOU WERE "UNWILLING" TO PAY FOR A SUITABLE DRIVE FOR YOUR CONSTRUCTION TO CONTINUE AND FORCED US INTO THIS SITUATION.

WE'VE PAID $4620, OUT OF POCKET...YOU HAVE PAID $1300, AND OWE $850...NOW WHAT ARE YOU GOING TO DO TO FIX THE MESS WE HAVE WITH OUR DRIVEWAY AND COVER THOSE COSTS?

2. *YOUR DELIBERATE IGNORING OUR REQUIREMENT FOR SEPTIC PERMIT TO BE DONE PRIOR TO THE FIRST DRAW OF FUNDS:*

A. *A SEPTIC PERMIT IS REQUIRED BY LAW BEFORE A BUILDERS PERMIT CAN BE OBTAINED. SEE ATTACHED CORRESPONDENCE FROM BERKELY COUNTY.*

B. *I HAVE APPLIED FOR THE SEPTIC PERMIT, WHICH YOU WERE REQUIRED TO OBTAIN PRIOR TO ANY BUILDING AND NOW DELAYS ANY FUTURE CONSTRUCTION UNTIL IT IS COMPLETE. COST: $100 AND POSSIBLY 3-4 WEEKS IN CONSTRUCTION.*

C. *ALL PERMITS ARE ON HOLD UNTIL THE SEPTIC PERMIT IS APPROVED. THE PLUMBING PERMIT WAS NOT PICKED UP PRIOR TO YOUR SUBCONTRACTOR PERFORMING PLUMBING ON OUR HOUSE–YOUR RESPONSIBILITY TO ENSURE HIS RESPONSIBILITY BEFORE HE PERFORMED ANY SUCH WORK. THERE IS*

BERKELEY COUNTY
Permitting Department

January 22, 2004

P EXHIBIT 13
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

Danny Gilbert
C/O Heritage Classic Homes
1044 Eagle Harbor Lane
Summerville, SC 29483

Re: 1104 Saddlehorn Road (BP2003-1517)

Dear Mr. Gilbert,

It has come to our attention that a septic tank approval letter has not been issued by the Department of Health and Environmental Control for the above referenced project.

Pursuant to S.C. Code of Regulations §61-56 Section III. C. The general contractor (or prime contractor, or person constructing the building) shall not begin construction of the building until a permit to construct an individual sewage treatment and disposal system is issued by the Health Authority. ***If it is discovered that you do not have your own individual septic tank system and are not connected to an approved sewage system, you will be found in violation of this regulation and will be punished in accordance with Section 44-1-150, code of Laws of South Carolina, 1976, with each day being deemed a violation and treated as a separate offense; the maximum punishment for which is 30 days in jail or a fine of $200.00.***

Please be advised that you are to immediately stop construction on this project until you receive the proper permit for construction of the septic tank required by DHEC.

It has also come to our attention that the sub-contractor hired to install the plumbing did not pick up or apply for his permit on this project. The fee has been doubled for the permit and if they have not picked up their Permit Authorization Card, that too, will be double fees. The sub-contractors for the electrical and mechanical work have not picked up their permits, either. Those permits will not be double fees unless work began without their permits. This must also be rectified before construction can resume.

223 North Live Oak Drive • Moncks Corner, South Carolina 29461-3707
Moncks Corner (843) 719-4292 • Charleston (843) 723-3800 • St. Stephen (843) 567-3136

$100.00

DHEC

Application for Permit to Construct an Individual Sewage Treatment and Disposal System

Home Phone No.: 919 694 2115 Work Phone No.: 6187890961 Application No.: _____

I, Diana R.B. Price (Name), PO Box 191 (Mailing Address)

Mount Blanchard (City/Town) OH (State) 45867 (Zip Code)

hereby make application for a Permit to Construct an Individual Sewage Disposal System to serve a:

House: _____ Mobile Home: _____ Other (Specify): _____

If in subdivision, give name: Eagle Harbor, Lot #: 20

Street: 1104 Saddlehorn Rd Tax Map #: 194-00-02-122

Lot Identification

In order for your application to be processed, stake the corners of the proposed building and center of the lot with distinctive markers. Place site locator card on front of property in a conspicuous location. Contact the Health Department when the lot is staked, house site located, and lot posted. You can prevent delays in the evaluation by flagging all the property corners.

Applicant's Sketch Of Proposed Installation On Lot

Sketch must show dimensions, proposed and existing structures, proposed pool, proposed or existing wells (including wells on adjoining property), proposed septic tank location, proposed drive, and indicate distance from proposed building to road and property lines. Attach copy of deed describing boundaries or plat.

Please Give Exact Directions To Lot

I-26 W
Exit 194 to Starline
- Turn Right to Candle
- Left. Conversation
With Brandon on Jan 21, 2004.

EXHIBIT 14
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

No. Bedrooms: 4

Basement: Full ☐ Partial ☐ None: ☒

Plumbing in Basement: Yes ☐ No ☒

Well: Existing ☐ Proposed ☒ None ☐

Public Water: Yes ☐ No ☐

If commercial establishment, answer following:

Type of Business: _____

Number of Occupants: _____ Number of Employees: _____

Other: _____ (i.e. seating capacity, meals per day)

Public Restrooms: _____ Number of Hours of Daily Operation: _____

Information not in conformance with actual conditions on the property will void the Permit to Construct.

"Permission is hereby granted for health department representatives to enter the above-described property at reasonable hours for the purpose of septic tank inspection and/or site evaluation."

Jan 22, 2004
Date

Diana R.B. Price
Property Owner or Agent's Signature

DHEC 1740 (01/1997)

BERKELEY COUNTY ENVIRONMENTAL HEALTH SERVICES

When an application is completed, including good directions to the property to be evaluated, the following is necessary for the field technician to perform the soil boring:

A. The **Tax Map Number, a Tax Map and Deed, or a Boundary Plat,** from the RMC Office, specifying the lot size and it's boundaries, shall be furnished by the property owner or their agent, and attached to the application before the evaluation can be performed.

B. Prior to a site evaluation of the lot, the applicant must properly STAKE OFF the area.

1. Place the Yellow Site Location Card out by the road, and/or at the beginning of the lot so it is VISIBLE.

2. **STAKE** the four (4) corners of the property.

3. **STAKE** the four corners of the proposed house/mobile home/building.

4. Place a stake or flagging at the proposed well location. (A minimum of 50 feet from septic tank and drainfield; FHA/VA may require 100 feet)

5. If the property is thickly overgrown with weeds, underbrush, etc., clear a path to the site that is to be inspected.

C. If the field technician **can't locate** the property, you will receive a letter requesting better directions.

D. If the property is **not properly staked off,** the inspector cannot make an evaluation. Your application will be considered PENDING until you contact our office that it has been staked/flagged.

NOTE: Your cooperation in getting the above mentioned done will speed up this process. The WAITING period can vary from **two to four** weeks. **This is an estimate!** If the property is not staked off, this only causes us to get backed up even further.

The application Fee is $100.00 (for EACH septic permit) and is payable at the time the application if filed. If the fee is not paid, the application will not be processed. Checks should be made payable to S.C. DHEC and include driver's license number on the check.

D H E C

PROMOTE PROTECT PROSPER

South Carolina Department of Health and Environmental Control

SITE LOCATION

NAME _____

SUBDIVISION _____

~~ADDRESS/LOT NO.~~ _____

~~APPLICATION NO.~~ _____

SEE BACK OF CARD FOR IMPORTANT INSTRUCTIONS

01516

National City Mortgage

National City Mortgage Co.
7301 Rivers Ave, Suite 241
N. Charleston, SC 29406
Telephone: (843) 553-0410
Fax: (843) 824-9269

1/9/03

Dear Mrs. Price,

Per your request, I am sending this letter in regards to your concerns of the capped rate on your construction perm loan. If everything is complete –i.e. the house is done and all paperwork is complete and finalized-by May 24,2004 your rate will be no higher than 6.75%. However, if you miss the target date of May 24th, you will be charged an interest rate of 11.75% on the remaining principal balance owed. We can not change the paperwork that has already been submitted to post closing. You can, however, accept this letter as guarantee that if all criteria is met by May 24th, 2004 your capped rate will be 6.75%.

Sincerely,

Patty Zerbst

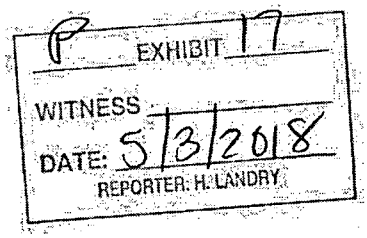
Patty Zerbst
Loan Officer

Received Jan 22, 2004
Meeting w/ Patty + Brandi

EXHIBIT 15
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

Feb 9, 2004

Diana and Ronald Price
1104 Saddlehorn Rd
Summerville, SC 29483



Danny Gilbert
Heritage Classic Homes
1044 Eagle Harbor Lane
Summerville, SC 29483

Dear Danny,

In reference to our brief dialogue on Jan 31 and messages between us:

1. We have contacted our insurance company—we have Builder's Risk.
2. I discussed the possibly of transferring your "building permit" with County Permitting. It cannot be done, it is not a "invalid" permit.
3. Please remove the power pole…it wasn't connected and never should have been set up, due to the permit requirements.
4. We have informed the Homeowners Association of termination of our contract and the need to proceed in getting another Contractor and the building of our home. We request your assistance and cooperation.
5. Please carefully review the Contract Documents, particularly those provisions concerning "owner termination for cause" and Contractor responsibility when proceeding with construction without getting the proper permits. Then give us your assessment (payment due you) based on the Contract and your responsibilities in abiding by our Contract, as well as how those measure/balance out against the 10 week delay/s in construction you have caused. We, likewise, are making our list of what we consider "fair payment" under these circumstances.
6. Your threat of a lien: If you have disclosed all circumstances surrounding the reasons you have not yet been paid, to legal counsel, filing a lien against our property is out of line. It would look like you are trying to threat or provoke the situation into litigation. The Lender is NOT paying anything until the construction is resumed and a draw can be made—we could not pay if we wanted to.

That "careful" review of the Contract, should also take into consideration the fact that "damages" to you do not overshadow the damages you have caused us. Please do not try to create obstacles in us proceeding with our Home. We have done nothing but "trust" you until it was obvious you were not being honest in your dealings with us and you had your own agenda. It is not a question of who's fault it is. The question is what are you willing to do about it, as we attempted to find out prior to terminating the Contract?

Diana R. B. Price

FILED, RECORDED, INDEXED
02/20/2004 03:02:45PM
Rec Fee: 10.00 St Fee: 0.00
Co Fee: 0.00 Pages: 4
Issued to: DANNY L GILBERT
Register of Deeds Berkeley Co., SC
Cynthia B. Forte

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)

DANNY L. GILBERT D/B/A
HERITAGE CLASSIC HOMES, INC.)
)
Plaintiff,)
)
vs.)
)
RONALD & DIANA PRICE)
)
Defendants.)
)

MECHANICS LIEN

EXHIBIT 19
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

PERSONALLY appeared before me Danny L. Gilbert d/b/a Heritage Classic Homes, Inc., who being duly sworn, deposes and says as follows:

That the annexed statement is a true and just account of the amount due to the Plaintiff with all just credits given for labor and materials furnished and actually used in the erection, alteration, or repair of buildings or structures situated on the after-described real estate, by virtue of its contract with Ron and Diana Price, and with notice to and consent of the Defendants herein. The value of the labor and materials furnished is the sum of TWENTY THREE THOUSAND SEVEN HUNDRED NINE AND 25/100 ($23,709.25) Dollars, as evidenced by the sworn statement of account, attached as *Exhibit "A,"* and labor and materials were furnished to the after-described real estate less than ninety (90) days from the date of the filing and service of this Mechanic's Lien.

That by virtue of the aforesaid labor and materials furnished to the after-described property, and by the service and filing of this Mechanic's Lien Plaintiff has and claims as Mechanic's Lien for the payment of the indebtedness aforesaid and the cost of enforcing said lien upon the described real estate, attached hereto as *Exhibit "B,"*.

WHEREFORE Plaintiff claims a Mechanic's Lien in the sum of TWENTY THREE THOUSAND SEVEN HUNDRED NINE AND 25/100 ($23,709.25) Dollars, plus a reasonable attorney's fee (if necessary) as prescribed by statute, and for the costs and disbursements of this action.

Plaintiff Pro Se

EXHIBIT A

ITEMIZED STATEMENT OF ACCOUNT

Re: Danny L. Gilbert d/b/a, Heritage Classic Homes, Inc. v. Ronald E. and Diana R. B. Price

Property Address: 1104 Saddlehorn Road
Summerville, SC 29483

Date	Invoice No.	Amount
02/20/04		$23,709.25
	TOTAL AMOUNT DUE	$23,709.25

I, Danny L. Gilbert, Plaintiff Pro Se, do hereby verify that this is a true and correct Statement of Account for Friday this 20th day of February, 2004.

Plaintiff Pro Se

SWORN to before me this 20 day of Feb, 2004.

Sharon Campbell (Seal)
Notary Public for South Carolina
My Commission Expires:
Notary Public, Berkeley County, South Carolina
My Commission Expires October 18, 2011

South Carolina

Western Surety Company

RELEASE OF LIEN BOND
(S.C. Code Ann. § 29-5-110)

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 69699362

That we, Diana and Ronald Price, as Principal(s), and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the State of South Carolina, as Surety, are held and firmly bound unto Perry L. Gilbert dba Heritage Classic Homes, Inc., as Obligee(s), in the sum of not to exceed Thirty One Thousand Six Hundred Four And 43/100 — DOLLARS ($ 31, 604.43), for the payment of which well and truly to be made, we bind ourselves and our legal representatives, firmly by these presents.

THE CONDITION of the above obligation is such that WHEREAS the Principal(s) desires to have the lien filed by the Obligee(s) on February 20, 2004, in the office of the clerk of courts or register of deeds, discharged and is required to give bond pursuant to S.C. Code Ann. § 29-5-110. Recorded in Record Book 3854 Pg 38

NOW, THEREFORE, if the Principal(s) shall pay any amount found by judgment to be due to the Obligee(s) from the Principal(s) on such lien claim, not to exceed the amount of this bond, then this obligation to be void; otherwise to remain in full force and effect. In no event shall the total liability of the Surety for all breaches of the condition of this bond exceed the amount stated above.

Dated this 19th day of May, 2004.

FILED, RECORDED, INDEXED
05/24/2004 09:02:47AM
Rec Fee: 5.00 St Fee: 0.00
Co Fee: 0.00 Pages: 3
Issued to: RONALD E PRICE
Register of Deeds Berkeley Co., SC
Cynthia B. Forte

Diana R. B. Price, Principal

By _____

Ronald E. Price, Principal

By _____

Countersigned

By attached on back
South Carolina Resident Agent

WESTERN SURETY COMPANY, Surety

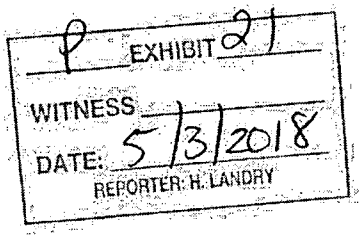
By R. Gray
R. GRAY, ASSISTANT SECRETARY

EXHIBIT 20
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

Form F4028

May 13, 2004

Ronald and Diana Price
PO Box 191
Mt Blanchard, Oh 45867
AND
1104 Saddlehorn Rd.
Summerville, SC 29483



Danny Gilbert
Heritage Classic Homes
1044 Eagle Harbor Lane
Summerville, SC 29483

SUBJECT: "RIGHT TO CURE"

Mr. Gilbert,

For over six weeks, we have requested you give us access to the Eagle Harbor storage building, where you insisted in September 2003; we store many personal property items (motorcycle parts and new appliances for our house) while our house was under construction. It was unfortunate that you put us in a position in which we had to terminate our contract with you to build that house. We'll not reiterate those circumstances, we simply request you no longer detain allowing us to move our property, which is stored in a facility belonging to Eagle Harbor—The Boys Home, not Heritage Classic Homes—your personal business, as was suggested by your attorney Mr. Hollingsworth.

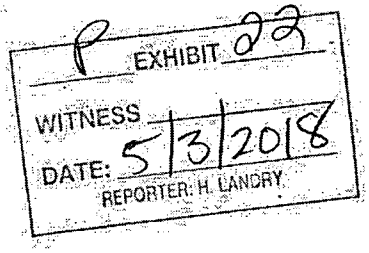
Our "personal" property has no bearing on your claim of funds owed you. You are well aware of your responsibility toward the termination provisions outlined by our contract with you, which clearly state you are not entitled to payment from us until the project (our house) is complete. We are working to "settle" with you while following those provisions, which you incorporated in the contract—not us. If the cause for termination had been our responsibility, you would expect us to perform up to that same standard.

As required by Magistrate, Small Claims Court, Monks Corner, SC., we are giving you 10 days from receipt of this letter to allow us access and removal of our property as listed below:

Item	Value
	$637.00
Stainless Range	$379.00
Stainless Dishwasher	$453.00
Stainless Compactor	$359.00
Stainless Microwave with Range Hood	$1,400.00
13 Ceiling Fans w/fixtures	$400.00
16 Boxes of Ceramic Tile	$858.00
Motorcycle Frame	$52.00
Motorcycle Fender	

D H E C
PROMOTE PROTECT PROSPER

BERKELEY COUNTY HEALTH DEPARTMENT
Division of Environmental Health
109 W. Main Street
Moncks Corner, SC 29461
(843) 719-4649, 723-5355, 567-3125 ext. 4649
Fax (843) 719-4327



May 18, 2004

Danny Gilbert
1044 Eagle Harbor Lane
Summerville, SC 29483

Re: TMS# 194-00-02-031, Eagle Harbor Subdivision, Phase II

Dear Sir:

This department is in receipt of the final recorded plat of Eagle Harbor, Phase II and the recorded encroachment permit from S.C. Dept. of Transportation for the sanitary sewer transmission pipe across S.C. Road 1119 to serve remote drainfield sites for Lots 1, 2, 19 and 20.

Based on review of the easement dedications for remote drainfield sites for Lots 1, 2, 19 and 20, across Road 1119 and the easements for Lots 4, 7, and 18, each lot in this subdivision now meets current minimum S.C. DHEC Regulation 61-56 and Standards for at least a modified conventional subsurface treatment and disposal system for Lots 1 thru 16, and 18 thru 20.

Final approval for Phase II, Eagle Harbor S/D is granted for at least one three (3) bedroom single family dwelling for Lots 1 thru 16, and Lots 18 thru 20.

If you have any questions, please call me at 719-4649 or 202-7020, Monday thru Friday.

Sincerely,

B.B. Bozeman, Supervisor
District Onsite Wastewater Program

bg

cc: Diana Price

9/3/04	$199.71	Fram/Porch/Deck	Window Sealer			OWNER
8/31/04	$75.72	Dumpster	Container Rental			OWNER
8/29/04	$37.07	Fram/Porch/Deck	Spkr Wire			OWNER
4/29/04	$12.90	LEGAL	HCH Attorney			OWNER
5/31/04	$109.20	Foundation	Concrete Lad-BGM			OWNER
9/17/04	$1,211.83	SF Agree, Art 2	Hardware			OWNER
7/23/04	$3.85	Admin	Copies			OWNER
2/5/05	$22.00	Admin	Photos			OWNER
7/16/04	$8.92	ADMIN	NCM			OWNER
6/7/04	$332.88	SF Argee, Art 2	Hardware			OWNER
2/26/05	$1,202.00	SF Agree, Art 2	Shelving			OWNER
7/26/04	$265.58	Fram/Porch/Deck	Misc Framing Materials			OWNER
6/5/04	$17.94	Framing/Porch/De	Lumber			OWNER
3/29/04	$15.00	Admin	Coping			OWNER
1/15/04	$137.01	Hardwood/Floorin	Flooring			OWNER
3/15/04	$15.00	Recordings	Notices			OWNER
10/14/05	$100.00	Hardwood/Floorin	Defect Carpet Replace			OWNER
TOTAL	$26,525.65					
5/24/04	$75.00	STORAGE	Storage	Mini Whar	Receipt	SELLER/CONTRACTOR
6/10/04	$1,673.74	INSPECTION	Engineer F	C. Schneic	Check Rec	SELLER/CONTRACTOR
9/6/04	$250.00	INSPECTION	Engineer F	Sanford E	Check Rec	SELLER/CONTRACTOR
9/28/04	$75.00	STORAGE	Storage	Mini Warel	Check Rec	SELLER/CONTRACTOR
9/6/04	$650.88	STORAGE	Storage	A-1 Movin	Check Rec	SELLER/CONTRACTOR
7/16/04	$650.88	STORAGE	Storage	A-1 Movin	Check Rec	SELLER/CONTRACTOR
11/1/04	$650.88	STORAGE	Storage	A-1 Movin	Check Rec	SELLER/CONTRACTOR
8/26/04	$75.00	STORAGE	Storage	Mini Warel	Check Rec	SELLER/CONTRACTOR
8/15/04	$651.76	STORAGE	Misc Fram	A-1 Movin	Check Rec	SELLER/CONTRACTOR
7/24/04	$75.00	STORAGE	Storage	Mini Warel	Check Rec	SELLER/CONTRACTOR
7/1/04	$75.00	STORAGE	Storage	Mini Warel	Check Rec	SELLER/CONTRACTOR
6/7/04	$859.16	STORAGE	Storage	A-1 Movin	Receipt	SELLER/CONTRACTOR
9/27/04	$150.00	LEGAL	County Ct	Pederson	Check Rec	SELLER/CONTRACTOR
11/21/11	$111.15	LEGAL	Copying	Serve One	Check Rec	SELLER/CONTRACTOR
4/2007-12/2008	$1,572.90	LEGAL	$74.90 @ r	Westlaw S	Check Rec	SELLER/CONTRACTOR
8/11/08	$150.00	LEGAL	Depo Tran	Marrie Car	Check Rec	SELLER/CONTRACTOR
03/2009-04/2018	$7,000.00	LEGAL -ESTIMAT	Costs	T.Ward	Pending S	SELLER/CONTRACTOR
4/16/08	$75.00	LEGAL	Attorney F	George Bi	Check Rec	SELLER/CONTRACTOR
3/1/17	$218.75	LEGAL	Loss of Tr	TCR	T.Ward Inv	SELLER/CONTRACTOR
3/1/09	$5,000.00	LEGAL	Retainer (1	T.Ward	Check Rec	SELLER/CONTRACTOR
8/11/08	$500.00	LEGAL	Attorney F	Oneal & P	Check Rec	SELLER/CONTRACTOR
9/27/04	$150.00	LEGAL	County Ct	Pederson	Check Rec	SELLER/CONTRACTOR
12/8/06	$5,000.00	LEGAL	Attorney F	Joe Ginn	Contract-C	SELLER/CONTRACTOR
10/25/05	$378.39	LEGAL	Legal Trail	USAA	CC Receip	SELLER/CONTRACTOR
10/3/16	$270.65	LEGAL	Copying	ProLegal	Ck Receip	SELLER/CONTRACTOR
8/20/07	$1,000.00	LEGAL	Attorney F	Simons &	CHeck Rec	SELLER/CONTRACTOR
6/6/05	$8,000.00	LEGAL	Attorney F	Chellis & F	check Rec	SELLER/CONTRACTOR
2/1/05	$25.00	LEGAL	Motion	Bill Scott	Ct. Record	SELLER/CONTRACTOR
3/11/04	$4.42	MECHANICS LIEN	Gilbert-Ce	Post Offic	Receipt	SELLER/CONTRACTOR
3/1/04	$23.41	STORAGE	Property S	Public Sto	CC Receip	SELLER/CONTRACTOR
6/11/04	$647.09	MECHANICS LIEN	Surety Bor	USAA/Wes	CC Receip	SELLER/CONTRACTOR
4/29/04	$12.90	MECHANICS LIEN	HCH Attor	Post Offic	CC Receip	SELLER/CONTRACTOR
5/24/04	$12.10	MECHANICS LIEN	LIEN RELE	Berkeley C	Check Rec	SELLER/CONTRACTOR
5/14/04	$4.42	MECHANICS LIEN	Gilbert-Ce	Post Offic	Receipt	SELLER/CONTRACTOR
5/19/04	$10.00	MECHANICS LIEN	MECHANIC	US Legal F	CC Receip	SELLER/CONTRACTOR

38137	$71.65	Porta John	Porta Potty	Access Por	Check Rec	CONTRACTOR	
38201	$1,086.29	Framing/Porch/Dec	Lumber	Builders 1s	CC Receip	CONTRACTOR	
38138	$636.00	Foundation/G.Slab	Sand	Palmetto S	Check Rec	CONTRACTOR	
38141	$97.46	Framing/Porch/Dec	Poly Sheet	Home Depo	CC Receip	CONTRACTOR	
38140	$6.06	Foundation/G.Slab	Block Ties	Home Depo	CC Receip	CONTRACTOR	
38149	$348.09	Foundation/G.Slab	Foundation	Home Depo	CC Receip	CONTRACTOR	
38143	$193.79	Foundation/G.Slab	Foundation	Home Depo	CC Receip	CONTRACTOR	
38141	$251.75	Foundation/G.Slab	Concrete	Star Redim	CC Receip	CONTRACTOR	
38140	$127.20	Foundation/G.Slab	Dirt	Palmetto S	Check Rec	CONTRACTOR	
38148	$1,550.00	Lot Prep	Excavation	Brad Hill	Check Rec	CONTRACTOR	
38153	$1,125.00	Foundation/G.Slab	Concrete F	Tony Jeffer	Check Rec	CONTRACTOR	
38154	$3,000.00	Foundation/G.Slab	Foundation	Randolph C	Check Rec	CONTRACTOR	
38161	$3,000.00	Framing/Porch/Dec	Framing La	Mike Coop	Check Rec	CONTRACTOR	
38161	$500.00	Plumbing	Plumbing L	Jason Hani	Check Rec	CONTRACTOR	
38162	$700.00	Foundation/G.Slab	Concrete P	Statewide I	Check Rec	CONTRACTOR	
38166	$5,000.00	Fram/Porch/Deck	Framing La	Mike Coop	Check Rec	CONTRACTOR	
38159	$368.35	Fram/Porch/Deck	Lumber	Home Depo	Charge Ac	CONTRACTOR	
38170	$387.73	Fram/Porch/Deck	Lumber	Home Depo	Charge Ac	CONTRACTOR	
38168	$337.05	Fram/Porch/Deck	Lumber	Home Depo	Charge Ac	CONTRACTOR	
38168	$401.94	Fram/Porch/Deck	Lumber	Home Depo	Charge Ac	CONTRACTOR	
38168	$414.36	Fram/Porch/Deck	Lumber	Home Depo	Charge Ac	CONTRACTOR	
38155	$316.83	Fram/Porch/Deck	Lumber	Home Depo	Charge Ac	CONTRACTOR	
38149	$6.30	Reproductions	Repro of Pl	Inkpressior	CC Receip	CONTRACTOR	
38140	$12.60	Reproductions	Repro of Pl	Inkpressior	CC Receip	CONTRACTOR	
38146	$221.58	Foundation/G.Slab	Anchors	Lowe's	CC Receip	CONTRACTOR	
38141	$97.84	Foundation/G.Slab	Slab Anchc	Lowe's	CC Receip	CONTRACTOR	
38131	$383.72	Foundation/G.Slab	Rebar	Lowe's	CC Receip	CONTRACTOR	
38146	$30.32	Foundation/G.Slab	Rebar	Home Depo	CC Receip	CONTRACTOR	
38147	$14.61	Foundation/G.Slab	Anchor Str	Home Depo	CC Receip	CONTRACTOR	
38148	$438.84	Foundation/G.Slab	Concrete	Star Redim	CC Receip	CONTRACTOR	
38145	$2,226.00	Footings	Concrete	Star Redim	CC Receip	CONTRACTOR	
38147	$3,600.00	Well	Well	Anderson V	Check Rec	CONTRACTOR	
38139	$1,575.00	Footings	Footings La	Tony Jeffer	Check Rec	CONTRACTOR	
38149	$2,549.30	Foundation/G.Slab	Concrete	Star Redim	CC Receip	CONTRACTOR	
38141	$2,063.85	Fram/Porch/Deck	Front Door	Home Depo	CC Receip	CONTRACTOR	
38149	$2,077.75	Fram/Porch/Deck	Lumber	84 Lumber	CC Receip	CONTRACTOR	
38149	$4,063.73	Fram/Porch/Deck	Lumber	Home Depo	CC Receip	CONTRACTOR	
38152	$260.00	Termite	Treatment	Palmetto E	Check Rec	CONTRACTOR	
38152	$71.65	Porta John	Porta Potty	Access Por	Receipt	CONTRACTOR	
38173	$187.62	Fram/Porch/Deck	Misc Frami	Mike Coop	Check Rec	CONTRACTOR	
38147	$7,643.00	Electrical	Electrical	Joe Easterl	Check Rec	CONTRACTOR	
38201	$15.87	Fram/Porch/Deck	Lumber	Home Depo	CC Receip	CONTRACTOR	
38186	$50.03	Reproductions	Drawing co	Office Max	CC Receip	CONTRACTOR	
38188	$18.90	Reproductions	Drawing co	Inkpressior	CC Receip	CONTRACTOR	
38175	$1,567.93	Fram/Porch/Deck	Lumber	84 Lumber	CC Receip	CONTRACTOR	
38183	$54.27	Fram/Porch/Deck	Lumber	84 Lumber	CC Receip	CONTRACTOR	
38176	$522.94	Fram/Porch/Deck	Lumber	84 Lumber	CC Receip	CONTRACTOR	
38176	$12.15	Fram/Porch/Deck	Lumber	84 Lumber	CC Receip	CONTRACTOR	
38296	$556.00	Interior Doors	Shower Do	Carolina St	Check Rec	CONTRACTOR	
38192	$71.65	Porta John	Porta Potty	Access Por	Receipt	CONTRACTOR	
38188	$939.69	Fram/Porch/Deck	Lumber	84 Lumber	CC Receip	CONTRACTOR	
38183	$327.86	Fram/Porch/Deck	lumber	84 Lumber	CC Receip	CONTRACTOR	
38190	$201.40	Fram/Porch/Deck	Tyvek	84 Lumber	CC Receip	CONTRACTOR	
38191	$48.78	Fram/Porch/Deck	Lumber	84 Lumber	CC Receip	CONTRACTOR	
38191	$166.39	Fram/Porch/Deck	Tyvek	84 Lumber	CC Receip	CONTRACTOR	
38227	$82.88	Fram/Porch/Deck	Wire & Lun	Home Depo	CC Receip	CONTRACTOR	
38174	$113.42	Fram/Porch/Deck	Misc Frami	Mike Coop	Receipt	CONTRACTOR	
38188	$152.16	Fram/Porch/Deck	Misc Frami	Mike Coop	Receipt	CONTRACTOR	

SPREADSHEET EXTRACT

38236	$248.28	Insulation	Materials	Lowe's	CC Receip	CONTRACTOR
38242	$40.26	Interior trim	Interior trim	Home Depo	CC Receip	CONTRACTOR
38208	$312.98	Lighting	Fixtures	Home Depo	CC Receip	CONTRACTOR
38241	$33.57	Interior trim	Trim	Home Depo	CC Receip	CONTRACTOR
38254	$357.82	Hardwood/Flooring	Wonderboa	Home Depo	CC Receip	CONTRACTOR
38246	$263.94	Cabinets	Vanity	Home Depo	CC Receip	CONTRACTOR
38256	$25.23	Interior trim	Cedar	Home Depo	CC Receip	CONTRACTOR
38241	$29.73	Paint	Paint Mate	Home Depo	CC Receip	CONTRACTOR
38256	$90.52	Hardwood/Flooring	Tile & Ced	Home Depo	CC Receip	CONTRACTOR
38235	$152.00	Sheetrock	Drywall	Home Depo	CC Receip	CONTRACTOR
38248	$133.81	Fram/Porch/Deck	Lumber & (	Home Depo	CC Receip	CONTRACTOR
38247	$12.64	Fram/Porch/Deck	Lumber	Home Depo	CC Receip	CONTRACTOR
38246	$153.87	Interior doors	Doors	Home Depo	CC Receip	CONTRACTOR
38257	$2,206.46	Siding	Siding Mat			CONTRACTOR
38243	-$206.44	Fram/Porch/Deck	Misc Frami	84 Lumber	CC Receip	CONTRACTOR
38257	$6,940.00	Hardwood/Flooring	Floor Mate	Wilson's C	Receipt	CONTRACTOR
38245	$372.26	Dumpster	Container F	Carolina W	Check Rec	CONTRACTOR
38253	$285.00	Electrical	Berkeley El	Berkeley El	Check Rec	CONTRACTOR
38275	$150.50	Interior trim	Handrail	Home Depo	CC Receip	CONTRACTOR
38266	$94.01	Lighting	Trim Mat	Lowe's	CC Receip	CONTRACTOR
38272	$9.54	Interior trim	Cedar	Home Depo	CC Receip	CONTRACTOR
38269	$219.05	Interior trim	Attic Door/I	Home Depo	CC Receip	CONTRACTOR
38275	$88.15	Interior trim	Baseboard	Home Depo	CC Receip	CONTRACTOR
38279	$7.34	Interior trim	Screws	Home Depo	CC Receip	CONTRACTOR
38281	$28.74	Interior trim	Bulbs & Fir	Home Depo	CC Receip	CONTRACTOR
38282	$72.66	Interior trim	Cedar	Home Depo	CC Receip	CONTRACTOR
38271	$85.23	Interior trim	Cedar/Oak	Home Depo	CC Receip	CONTRACTOR
38284	$120.56	Interior trim	Cedar	Home Depo	CC Receip	CONTRACTOR
38290	$14.25	Interior trim	Brackets &	Lowe's	CC Receip	CONTRACTOR
38290	$98.54	Interior trim	Oak	Home Depo	CC Receip	CONTRACTOR
38287	-$58.30	Interior trim	Misc Retur	Home Depo	CC Receip	CONTRACTOR
38273	$71.91	Interior trim	Oak Trim	Lowe's	CC Receip	CONTRACTOR
38267	$57.83	Interior trim	Bulbs	Home Depo	CC Receip	CONTRACTOR
38272	$142.97	Interior trim	Cedar & Pa	Home Depo	CC Receip	CONTRACTOR
38282	$62.31	Interior trim	Cedar	Home Depo	CC Receip	CONTRACTOR
38275	$35.83	Paint	Stain	Lowe's	CC Receip	CONTRACTOR
38261	$54.96	Interior trim	Blades & B	Home Depo	CC Receip	CONTRACTOR
38285	$198.91	Interior trim	Cedar Bas	Home Depo	CC Receip	CONTRACTOR
38247	$204.12	Framing/Porch/Dec	Casing & L	Home Depo	CC Receip	CONTRACTOR
38268	$668.94	Interior Trim	Fixture/Rec	Home Depo	CC Receip	CONTRACTOR
38262	$203.80	Interior doors	Door & Mis	Home Depo	CC Receip	CONTRACTOR
38265	$122.96	Framing/Porch/Dec	Flashing	Lowe's	CC Receip	CONTRACTOR
38278	$156.88	Plumbing	Fixtures	Home Depo	CC Receip	CONTRACTOR
38289	$56.92	Interior trim	Cedar	Home Depo	CC Receip	CONTRACTOR
38269	-$17.99	Interior trim	Misc Credi	Home Depo	CC Receip	CONTRACTOR
38268	$118.30	Plumbing	Fixture	Home Depo	CC Receip	CONTRACTOR
38277	$96.73	Interior trim	Cedar	Home Depo	CC Receip	CONTRACTOR

P EXHIBIT 24
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

	Date	Amount	Purpose	What	Payee	Pd By	Responsible	Delay/Other	
2									
3	02/04-07/04	$104.10	Reproductions	House Drawings	Office Max	Receipt	CONTRACTOR		
4									
5	9/13/03	$1,324.92	Lighting	Light Fixtures	Lowe's	CC Receipt	CONTRACTOR		
6	11/30/03	$328.99	Interior Trim	Tile	Lowe's	CC Receipt	CONTRACTOR		
7	1/6/04	$4,620.00	Lot Prep	Lot Prep	B&B Enterprises	Check Receipt	CONTRACTOR		
8	1/28/04	$3,580.00	Lot Prep	Lot Prep	B&B Enterprises	Check Receipt	CONTRACTOR		
10	1/22/03	$100.00	Permits	Septic Permit	DHEC	Check Receipt	CONTRACTOR		
	10/14/05	$100.00	Hardwood/Flooring	Defect Carpet Replace			OWNER		
12	2/25/04	$292.47	LOAN COSTS	INTEREST	NCM	Check Receipt	SELLER/CONTRACTOR	xxx	
13									
14	11/8/03	$1,827.32	Appliances	Appliances	Lowe's	CC Receipt	CONTRACTOR		
15	2/4/04	$1,035.23	Builders Risk	Ins-Builder's Risk	USAA	Receipt	CONTRACTOR		
16	2/9/04	$6,000.00	Job Mgt a/o OverHd	Contractor	John Kahler	Check Receipt	CONTRACTOR		
17	12/3-02/04	$1,875.00	LODGING	Rent	Jim Rodenkirk	Check Receipt	SELLER/CONTRACTOR	xxx	
18	2/9/04	$400.00	Lot Prep	Excavation dirt	Bishop & Son's	CC Receipt	CONTRACTOR		
19	3/9/04	$291.67	LOAN COSTS	INTEREST	NCM	Check Receipt	SELLER/CONTRACTOR	xxx	
20	3/11/04	$4.42	MECHANICS LIEN	Gilbert-Cert Mail	Post Office	Receipt	SELLER/CONTRACTOR	XXX	
21	2/26/04	$221.21	Temp Power Pole	Service & Materials	Berkeley County Ele	cc & Receipt	CONTRACTOR		
22	3/19/04	$272.86	LOAN COSTS	INTEREST	NCM	Check Receipt	SELLER/CONTRACTOR	xxx	
23	3/1/04	$23.41	STORAGE	Property Storage	Public Storage	CC Receipt	SELLER/CONTRACTOR	xxx	
24	3/1/04	$381.00	LODGING	Rent	Intown Suites	Receipt	SELLER/CONTRACTOR	xxx	
25	3/8/04	$735.00	LODGING	Rent	Regency Apartments	CC Receipt	SELLER/CONTRACTOR	xxx	
	3/15/04	$15.00	Recordings	Notices			OWNER		
27	4/6/04	$600.00	LODGING	RENT	Regency Apartments	check Receipt	SELLER/CONTRACTOR	xxx	
28	3/2/04	$71.15	Porta John	Porta Potty	Access Portable Toil	Check Receipt	CONTRACTOR		
29	4/23/04	$291.25	LOAN COSTS	INTEREST	NCM	Check Receipt	SELLER/CONTRACTOR	xxx	
32	5/14/04	$4.42	MECHANICS LIEN	Gilbert-Cert Mail	Post Office	Receipt	SELLER/CONTRACTOR	XXX	
33	5/21/04	$282.26	LOAN COSTS	INTEREST	NCM	Check Receipt	SELLER/CONTRACTOR	xxx	
34	4/1//04	$141.24	Plumbing	Plumbing Mat	Home Depot	Receipt	CONTRACTOR		
35	4/11/04	$147.00	Plumbing	Plumbing Mat	Home Depot	Receipt	CONTRACTOR		
36	4/29/04	$600.00	LODGING	Rent	Regency Apartments	Check Receipt	SELLER/CONTRACTOR	xxx	
37	4/5/04	$5.34	Paint	Paint	Home Depot	CC Receipt	CONTRACTOR		
38	3/15/04	$90.50	Porta John	Porta Potty	Access Portable Toil	Check Receipt	CONTRACTOR		
	4/26/04	$156.46	Plumbing	Plumbing Mat			OWNER		
	4/29/04	$12.90	MECHANICS LIEN	HCH Attorney			OWNER		
41	5/24/04	$12.10	MECHANICS LIEN	LIEN RELEASE	Berkeley County RO	Check Receipt	SELLER/CONTRACTOR	XXX	
42	5/24/04	$47.77	Fram/Porch/Deck	Framing/Lumber	Home Depot	CC Receipt	CONTRACTOR		
43	6/11/04	$647.09	MECHANICS LIEN	Surety Bonds	USAA/Western Suret	CC Receipt	SELLER/CONTRACTOR	XXX	
	1/15/04	$137.01	Hardwood/Flooring	Flooring			OWNER		
45	5/10/04	$14.00	MECHANICS LIEN	LIEN NOTICE	Berkeley County RO	Receipt	SELLER/CONTRACTOR	XXX	
46	5/24/04	$75.00	STORAGE	Storage	Mini Warehouses	Receipt	SELLER/CONTRACTOR	XXX	
47	6/10/04	$1,673.74	INSPECTION	Engineer Report	C. Schneider & Asso	Check Receipt	SELLER/CONTRACTOR	XXX	
48	5/31/04	$600.00	LODGING	Rent	Regency Apartments	Check Receipt	SELLER/CONTRACTOR	XXX	
49	5/24/04	$87.98	Footings	Rebar	Home Depot	CC Receipt	CONTRACTOR		
50	5/25/04	$1,474.72	Foundation/G.Slab	Block & Mortar	General Materials	CC Receipt	CONTRACTOR		
	3/29/04	$15.00	Admin	Coping			OWNER		
52	5/24/04	$166.06	Foundation/G.Slab	Sand	Palmetto Sand	Check Receipt	CONTRACTOR		
53	5/19/04	$10.00	MECHANICS LIEN	MECHANICS LIEN	US Legal Forms Inc	CC Receipt	SELLER/CONTRACTOR	XXX	
54	5/30/04	$7,389.26	Fram/Porch/Deck	Framing Material	Home Depot	CC Receipt	CONTRACTOR		
55	5/31/04	$465.73	Plumbing	Plumbing Materials	Home Depot	Receipt	CONTRACTOR		
56	5/31/04	$165.15	Plumbing	Plumbing Materials	Home Depot	CC Receipt	CONTRACTOR		
57	5/30/04	$71.65	Porta John	Porta Potty	Access Portable Toil	Check Receipt	CONTRACTOR		
58	8/2/04	$1,086.29	Framing/Porch/Deck	Lumber	Builders 1st Source	CC Receipt	CONTRACTOR		
59	5/31/04	$636.00	Foundation/G.Slab	Sand	Palmetto Sand	Check Receipt	CONTRACTOR		

119	11/5/04	$556.00	Interior Doors	Shower Doors	Carolina Shelving	Check Receipt	CONTRACTOR				
120	7/24/04	$71.65	Porta John	Porta Potty	Access Portable	Receipt	CONTRACTOR				
121	7/24/04	$75.00	STORAGE	Storage	Mini Warehouses	Check Receipt	SELLER/CONTRACTOR				xxx
122	7/3/04	$600.00	LODGING	Rent	Regency Apartments	Check Receipt	SELLER/CONTRACTOR				xxx
123	7/20/04	$939.69	Fram/Porch/Deck	Lumber	84 Lumber	CC Receipt	CONTRACTOR				
124	7/15/04	$327.86	Fram/Porch/Deck	lumber	84 Lumber	CC Receipt	CONTRACTOR				
125	38384	25	LEGAL	Motion	Bill Scott	Ct. Record	ELLER/CONTRACTOR				XXX
126	7/22/04	$201.40	Fram/Porch/Deck	Tyvek	84 Lumber	CC Receipt	CONTRACTOR				
127	7/23/04	$48.78	Fram/Porch/Deck	Lumber	84 Lumber	CC Receipt	CONTRACTOR				
128	7/23/04	$166.39	Fram/Porch/Deck	Tyvek	84 Lumber	CC Receipt	CONTRACTOR				
129	8/28/04	$82.88	Fram/Porch/Deck	Wire & Lumber	Home Depot	CC Receipt	CONTRACTOR				
130	7/6/04	$113.42	Fram/Porch/Deck	Misc Framing Materials	Mike Cooper	Receipt	CONTRACTOR				
131	7/20/04	$152.16	Fram/Porch/Deck	Misc Framing Materials	Mike Cooper	Receipt	CONTRACTOR				
	7/29/04	$104.94	Fram/Porch/Deck	Misc Framing Materials			OWNER				
	7/27/04	$73.03	Fram/Porch/Deck	Misc Framing Materials			OWNER				
134	7/31/04	$1,012.26	Fram/Porch/Deck	Decking	84 Lumber	CC Receipt	CONTRACTOR				
135	7/27/04	$461.33	Fram/Porch/Deck	Lumber	84 Lumber	CC Receipt	CONTRACTOR				
136	7/24/04	$222.60	Fram/Porch/Deck	Windows	Home Depot	CC Receipt	CONTRACTOR				
137	7/24/04	$4,800.00	Roof	Labor & Materials	So Carolina Build	Check Receipt	CONTRACTOR				
138	7/28/04	$820.00	Roof	Labor & Materials	So Carolina Build	Check Receipt	CONTRACTOR				
139	7/24/04	$201.46	Fram/Porch/Deck	Tyvek	84 Lumber	Check Receipt	CONTRACTOR				
140	7/15/04	$327.86	Fram/Porch/Deck	Lumber	84 Lumber	CC Receipt	CONTRACTOR				
142	8/2/04	$46.38	Framing/Porch/Deck	Nails	Central True Value	Receipt	CONTRACTOR				
143	8/27/04	$105.99	Interior Trim	Saw	Harbor Freight	CC Receipt	CONTRACTOR				
144	7/26/04	$5,500.00	Fram/Porch/Deck	Framing Labor	Mike Cooper	Check Receipt	CONTRACTOR				
145	8/13/04	$3,000.00	Fram/Porch/Deck	Framing Labor	Mike Cooper	Check Receipt	CONTRACTOR				
146	8/27/04	$3,072.00	Fram/Porch/Deck	Framing Labor	Mike Cooper	Check Receipt	CONTRACTOR				
147	7/12/04	$5,000.00	Fram/Porch/Deck	Framing Labor	Mike Cooper	Draw Schedule	CONTRACTOR				
148	7/7/04	$5,000.00	Fram/Porch/Deck	Framing Labor	Mike Cooper	Check Receipt	CONTRACTOR				
150	8/22/04	$1,075.00	Fram/Porch/Deck	Porch labor	Bubba D Ricapinte	Check Receipt	CONTRACTOR				
151	8/15/04	$651.76	STORAGE	Misc Framing Materials	A-1 Moving Sys	Check Receipt	SELLER/CONTRACTOR				XXX
152	8/2/04	$1,350.00	Fram/Porch/Deck	Porch labor	Lucius R. Bustamant	Check Receipt	CONTRACTOR				
153	38509	8000	LEGAL	Attorney Fee	Chellis & Frampton	check Receipt	ELLER/CONTRACTOR				XXX
154	8/16/04	$12,500.00	Fram/Porch/Deck	Frame Package	Boozer Lumber	Check Receipt	CONTRACTOR				
155	8/4/04	$12,940.00	Fram/Porch/Deck	Frame Package	Boozer Lumber	CC Rec/PAY	CONTRACTOR				
156	8/11/04	$719.42	Counter Top	Vanity & Shower	McCann's	Check Receipt	CONTRACTOR				
157	8/13/04	$333.77	Fram/Porch/Deck	Misc Framing Materials	Mike Cooper	Check Receipt	CONTRACTOR				
158	10/2/04	$3,250.10	Interior doors	Interior Doors	Home Depot	CC Receipt	CONTRACTOR				
159	8/12/04	$5,000.00	Job Mgt a/o OverHd	Contractor	Todd Seibel	Check Receipt	CONTRACTOR				
160	8/27/04	$50.88	Interior Trim	Nails	Air Fasteners	CC Receipt	CONTRACTOR				
161	7/23/04	$282.26	LOAN COSTS	INTEREST	NCM	Check Receipt	SELLER/CONTRACTOR				XXX
162	8/26/04	$75.00	STORAGE	Storage	Mini Warehouses	Check Receipt	SELLER/CONTRACTOR				XXX
163	8/29/04	$600.00	LODGING	Rent	Regency Apartments	Check Receipt	SELLER/CONTRACTOR				XXX
164	8/27/04	$109.88	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
165	8/1/04	$860.33	Fram/Porch/Deck	Lumber/BALSTR	Home Depot	CC Receipt	CONTRACTOR				
166	8/16/04	$41.45	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
167	8/27/04	$93.21	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
168	8/3/04	$423.21	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
169	8/18/04	$55.02	Fram/Porch/Deck	Lumber/BALSTR	Home Depot	CC Receipt	CONTRACTOR				
170	8/22/04	$57.57	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
171	8/20/04	$9.21	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
172	8/8/04	$220.44	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
173	8/20/05	$70.36	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
174	8/1/04	$77.81	Fram/Porch/Deck	Nails & flashing	Central True Value	CC Receipt	CONTRACTOR				
	8/29/04	$37.07	Fram/Porch/Deck	Spkr Wire			OWNER				
176	8/1/04	$247.13	Fram/Porch/Deck	Lumber	Home Depot	CC Receipt	CONTRACTOR				
177	8/9/04	$45.58	Fram/Porch/Deck	Nails	Air Fasteners	CC Receipt	CONTRACTOR				

237	10/19/04	$7.34	Interior trim	Screws	Home Depot	CC Receipt	CONTRACTOR				
238	10/21/04	$28.74	Interior trim	Bulbs & Fire caulk	Home Depot	CC Receipt	CONTRACTOR				
239	10/22/04	$72.66	Interior trim	Cedar	Home Depot	CC Receipt	CONTRACTOR				
	10/22/04	$5.28	Interior trim	Caulk			OWNER				
	10/22/04	$39.19	Interior trim	Duraplex			OWNER				
242	10/11/04	$85.23	Interior trim	Cedar/Oak Trim	Home Depot	CC Receipt	CONTRACTOR				
243	10/24/04	$120.56	Interior trim	Cedar	Home Depot	CC Receipt	CONTRACTOR				
244	10/30/04	$14.25	Interior trim	Brackets & Paint	Lowe's	CC Receipt	CONTRACTOR				
245	10/30/04	$98.54	Interior trim	Oak	Home Depot	CC Receipt	CONTRACTOR				
246	10/27/04	-$58.30	Interior trim	Misc Return	Home Depot	CC Receipt	CONTRACTOR				
247	10/13/04	$71.91	Interior trim	Oak Trim	Lowe's	CC Receipt	CONTRACTOR				
248	10/7/04	$57.83	Interior trim	Bulbs	Home Depot	CC Receipt	CONTRACTOR				
	10/8/04	$135.09	SF Agree. Art 2	Hardware			OWNER				
250	10/12/04	$142.97	Interior trim	Cedar & Paint Mat	Home Depot	CC Receipt	CONTRACTOR				
251	10/22/04	$62.31	Interior trim	Cedar	Home Depot	CC Receipt	CONTRACTOR				
252	10/15/04	$35.83	Paint	Stain	Lowe's	CC Receipt	CONTRACTOR				
253	10/1/04	$54.96	Interior trim	Blades & Bits	Home Depot	CC Receipt	CONTRACTOR				
254	10/25/04	$198.91	Interior trim	Cedar Baseboards	Home Depot	CC Receipt	CONTRACTOR				
255	9/17/04	$204.12	Framing/Porch/Deck	Casing & Lumber	Home Depot	CC Receipt	CONTRACTOR				
256	10/8/04	$668.94	Interior Trim	Fixture/Red Oak	Home Depot	CC Receipt	CONTRACTOR				
257	10/2/04	$203.80	Interior doors	Door & Misc	Home Depot	CC Receipt	CONTRACTOR				
	10/11/04	$141.56	SF Agree. Art 2	Hardware			OWNER				
259	10/5/04	$122.96	Framing/Porch/Deck	Flashing	Lowe's	CC Receipt	CONTRACTOR				
260	10/18/04	$156.88	Plumbing	Fixtures	Home Depot	CC Receipt	CONTRACTOR				
261	10/29/04	$56.92	Interior trim	Cedar	Home Depot	CC Receipt	CONTRACTOR				
262	10/9/04	-$17.99	Interior trim	Misc Credit	Home Depot	CC Receipt	CONTRACTOR				
263	10/8/04	$118.30	Plumbing	Fixture	Home Depot	CC Receipt	CONTRACTOR				
	10/7/04	$67.84	SF Agree. Art 2	Hardware			OWNER				
	10/4/04	$15.19	SF Agree. Art 2	Hardware			OWNER				
	10/4/04	$449.97	Interior trim	Misc			OWNER				
267	10/17/04	$96.73	Interior trim	Cedar	Home Depot	CC Receipt	CONTRACTOR				
	10/20/04	$51.72	Plumbing	Plumb Mat &/O Lab			OWNER				
269	10/3/04	$33.48	Counter Top	Kit Counter Mat	Home Depot	CC Receipt	CONTRACTOR				
270	10/18/04	$30.57	Interior trim	Toilet seats	WalMart	CC Receipt	CONTRACTOR				
271	10/2/04	$51.51	Paint	Materials	Home Depot	CC Receipt	CONTRACTOR				
272	10/15/04	$26.34	Interior trim	Brackets	Home Depot	CC Receipt	CONTRACTOR				
273	10/12/04	$104.94	Interior trim	Attic Ladder	Home Depot	CC Receipt	CONTRACTOR				
274	10/30/04	$187.46	Interior trim	Cedar	Home Depot	CC Receipt	CONTRACTOR				
275	10/5/04	$120.96	Lighting	Fixtures	Home Depot	CC Receipt	CONTRACTOR				
	10/27/04	$6.85	Interior Trim	Pulls			OWNER				
277	7/23/04	$1,436.25	Permits	Permits	Berkeley Co Permitti	Check Receipt	CONTRACTOR				
	7/23/04	$10.00	ADMIN	Bldg Co Recording			OWNER				
279	12/13/04	$350.00	SURVEY	Closing	Ashley Engineering	Check Receipt	SELLER/CONTRACTOR			XXX	
	7/16/04	$4.42	ADMIN	Cert Mail - J.Kahler			OWNER				
281	10/5/04	$1,400.00	Septic	Drain field	Tolman Salisbury	Check Receipt	CONTRACTOR				
282	10/5/04	$660.00	Driveway/Sidewalks	Material / Labor	Tolman Salisbury	Check Receipt	CONTRACTOR				
283	10/10/04	$330.00	Driveway/Sidewalks	Material / Labor	Tolman Salisbury	Check Receipt	CONTRACTOR				
284	10/15/04	$985.00	Siding	Hardiplank	Todd Seibel	Check Receipt	CONTRACTOR				
285	10/18/04	$5,000.00	Job Mgt & OverHd	Contractor	Todd Seibel	Check Receipt	CONTRACTOR				
286	10/10/04	$4,894.00	Siding	Materials / Labor	Raul Martinez	Check Receipt	CONTRACTOR				
287	10/21/04	$3,138.40	HVAC	HVAC	Lonzie & Son	Check Receipt	CONTRACTOR				
288	10/21/04	$3,560.00	Hardwood/Flooring	Floors, Fireplace,Count	Low Country Floorin	Check Receipt	CONTRACTOR				
289	10/21/04	$4,306.75	Driveway/Sidewalks	Concrete and Labor	Palmetto Concrete S	Check Receipt	CONTRACTOR				
290	10/21/04	$2,104.25	Plumbing	Shower & Vanity	Quality Marble	Check Receipt	CONTRACTOR				
291	11/1/04	$2,479.59	Interior trim	Stairs Lab & Mat	Todd Seibel	Check Receipt	CONTRACTOR				
292	10/21/04	$522.50	Septic	Survey	Trico Engineering	Check Receipt	CONTRACTOR				
293	10/5/04	$7,000.00	Septic	Septic System	Knights	Check Receipt	CONTRACTOR				
294	10/14/04	$2,480.14	Hardwood/Flooring	Floor Mat / Lab	Wilson's Carpet	CC & Receipt	CONTRACTOR				
295	10/19/04	$300.00	Lot Prep	Excavation dirt	Tolman Salisbury	Check Receipt	CONTRACTOR				

	9/10/04	$4.42	ADMIN	Certified Mail			OWNER			
	12/12/03	$5.34	ADMIN	Certified Mail			OWNER			
	2/13/04	$4.42	ADMIN	Certified Mail			OWNER			
	3/16/04	$4.30	ADMIN	Certified Mail			OWNER			
	3/16/04	$29.97	ADMIN	Misc			OWNER			
	2/5/05	$22.59	ADMIN	Photos			OWNER			
	10/28/05	$350.00	SF Agree, Art 2	Excavation Dirt			OWNER			
364	4/22/05	$165.00	Paint	Painting Mat & Lab	Dennis Monk	Check Receipt	CONTRACTOR			
365	4/2/05	$520.00	Interior trim	Trim Mat / Lab	Josh Calmack	Check Receipt	CONTRACTOR			
366	5/5/05	$345.00	Gutters	Gutters	Gutter Works	Check Receipt	CONTRACTOR			
367	2/24/05	$1,670.00	Cabinets	Cabinets	Welcom Cabinets	Check Receipt	CONTRACTOR			
368	4/19/05	$2,000.00	Painting	Painting Mat & Lab	Larry Gadist	Check Receipt	CONTRACTOR			
369	4/11/05	$510.00	Painting	Painting Mat / Lab	Home Depot	Receipt	CONTRACTOR			
370	4/5/05	$430.00	Interior trim	Trim Mat / Lab	Home Depot	Receipt	CONTRACTOR			
371	11/2/05	$3,000.00	Job Mgt & OverHd	Structure Demolish	Arthur Joiner	Receipt	SELLER/CONTRACTOR		XXX	
	5/20/05	$9,313.72	SF, Art 2	Landscaping			OWNER			
	6/17/04	$1,120.00	SF, Art 2	Landscaping			OWNER			
	7/2/05	$1,908.00	SF, Art 2	Landscaping			OWNER			
377	39059	5000	LEGAL	Attorney Fee	Joe Ginn	Contract-Ct Rec	ELLER/CONTRACTOR		XXX	
378	38653	378.39	LEGAL	Legal Training Books	USAA	CK receipt	ELLER/CONTRACTOR		XXX	
379	42646	270.65	LEGAL	Copying	ProLegal	CC Receipt	ELLER/CONTRACTOR		XXX	
380	39314	1000	LEGAL	Attorney Fee	Simons & Koaveny	CHeck Receipt	ELLER/CONTRACTOR		XXX	
	39175	10.42	LEGAL	Certified Mail			OWNER			
383	4/15/05	-$225.24	REFUND ESCROW	NCM	Price	Loan History	SELLER/CONTRACTOR		XXX	
384	42795	218.75	LEGAL	Loss of Transcript	TCR	T.Ward Inv	ELLER/CONTRACTOR		XXX	
385	39873	5000	LEGAL	Retainer(1150&1855)	T.Ward	Check Receipt	ELLER/CONTRACTOR		XXX	
386	39671	500	LEGAL	Attorney Fee	Oneal & Phepps	Check Receipt	ELLER/CONTRACTOR		XXX	
387	38218	350	LEGAL	Attorney Fee	NCM	Loan History	ELLER/CONTRACTOR		XXX	
388	39671	150	LEGAL	Depo Transcript	Marrie Carrin Ass	Check Receipt	ELLER/CONTRACTOR		XXX	
389	9/2009-04/201	6500	LEGAL	Costs	T.Ward	Statements	ELLER/CONTRACTOR		XXX	
390	39554	75	LEGAL	Attorney Fee	George Bishop	Check Receipt	ELLER/CONTRACTOR		XXX	
392	2004-2009	$4,349.48	LOAN COST	Interest/Lost Inv	TSP LOAN - $35k	Check Receipt	SELLER/CONTRACTOR		XXX	
395	11/21/11	$111.15	LEGAL	Copying	Serve One	Check Receipt	SELLER/CONTRACTOR		XXX	
396	/2007-12/200	$1,572.90	LEGAL	$74.90 @ mo x 21	Westlaw	Check Receipt	SELLER/CONTRACTOR		XXX	
		$368,037.00		$26,525.65	OWNER ACCEPTED COSTS/NO RECEIPTS REQUIRED					
				$58,949.97	DELAY OR OTHER					
				$97,386.38	DIFFERENCE OF SF AGREE SUM & ACTUAL COSTS					
				$185,175.00	SF AGREEMENT STIPULATED SUM					
				$368,037.00						
	7/27/04	$73.03	Fram/Porch/Deck	Misc Framing Materials			OWNER			
	4/3/07	$10.42	LEGAL	Chellis/Frampton			OWNER			
	5/20/05	$9,313.72	SF, Art 2	Landscaping			OWNER			
	6/17/04	$1,120.00	SF, Art 2	Landscaping			OWNER			
	7/2/05	$1,908.00	SF, Art 2	Landscaping			OWNER			
	2/5/05	$22.59	ADMIN	Photos			OWNER			
	10/28/05	$350.00	SF Agree, Art 2	Excavation Dirt			OWNER			

	6/7/04	$332.88	SF Argee, Art 2	Hardware			OWNER			
	2/26/05	$1,202.00	SF Agree, Art 2	Shelving			OWNER			
	7/26/04	$265.58	Fram/Porch/Deck	Misc Framing Materials			OWNER			
	6/5/04	$17.94	Framing/Porch/Deck	Lumber			OWNER			
	3/29/04	$15.00	Admin	Coping			OWNER			
	1/15/04	$137.01	Hardwood/Flooring	Flooring			OWNER			
	3/15/04	$15.00	Recordings	Notices			OWNER			
	10/14/05	$100.00	Hardwood/Flooring	Defect Carpet Replace			OWNER			
		$26,525.65								
371	11/2/05	$3,000.00	Job Mgt & OverHd	Structure Demolish	Arthur Joiner	Receipt	SELLER/CONTRACTOR	XXX		
46	5/24/04	$75.00	STORAGE	Storage	Mini Wharehouses	Receipt	SELLER/CONTRACTOR	XXX		
47	6/10/04	$1,673.74	INSPECTION	Engineer Report	C. Schneidor & Asso	Check Receipt	SELLER/CONTRACTOR	XXX		
187	9/6/04	$250.00	INSPECTION	Engineer Report	Sanford Engineering	Check Receipt	SELLER/CONTRACTOR	XXX		
306	9/28/04	$75.00	STORAGE	Storage	Mini Warehouses	Check Receipt	SELLER/CONTRACTOR	XXX		
201	9/6/04	$650.88	STORAGE	Storage	A-1 Moving Systems	Check Receipt	SELLER/CONTRACTOR	XXX		
184	7/16/04	$650.88	STORAGE	Storage	A-1 Moving Systems	Check Receipt	SELLER/CONTRACTOR	XXX		
185	11/1/04	$650.88	STORAGE	Storage	A-1 Moving Systems	Check Receipt	SELLER/CONTRACTOR	XXX		
162	8/26/04	$75.00	STORAGE	Storage	Mini Warehouses	Check Receipt	SELLER/CONTRACTOR	XXX		
151	8/15/04	$651.76	STORAGE	Misc Framing Materials	A-1 Moving Sys	Check Receipt	SELLER/CONTRACTOR	XXX		
121	7/24/04	$75.00	STORAGE	Storage	Mini Warehouses	Check Receipt	SELLER/CONTRACTOR	XXX		
69	7/1/04	$75.00	STORAGE	Storage	Mini Warehouses	Check Receipt	SELLER/CONTRACTOR	XXX		
61	6/7/04	$859.16	STORAGE	Storage	A-1 Moving Sys	Receipt	SELLER/CONTRACTOR	XXX		
226	9/27/04	$150.00	LEGAL	County Ct Filing Fee	Pederson & Scott	Check Receipt	SELLER/CONTRACTOR	XXX		
395	11/21/11	$111.15	LEGAL	Copying	Serve One	Check Receipt	SELLER/CONTRACTOR	XXX		
396	/2007-12/200	$1,572.90	LEGAL	$74.90 @ mo x 21	Westlaw Subscript	Check Receipt	SELLER/CONTRACTOR	XXX		*
388	8/11/08	$150.00	LEGAL	Depo Transcript	Marrie Carrin Ass	Check Receipt	SELLER/CONTRACTOR	XXX		
389	3/2009-04/201	$7,000.00	LEGAL -ESTIMATED	Costs	T.Ward	Pending State	SELLER/CONTRACTOR	XXX		
390	4/16/08	$75.00	LEGAL	Attorney Fee	George Bishop	Check Receipt	SELLER/CONTRACTOR	XXX		
384	3/1/17	$218.75	LEGAL	Loss of Transcript	TCR	T.Ward Inv	SELLER/CONTRACTOR	XXX		
385	3/1/09	$5,000.00	LEGAL	Retainer (1150&1855)	T.Ward	Check Receipt	SELLER/CONTRACTOR	XXX		
386	8/11/08	$500.00	LEGAL	Attorney Fee	Oneal & Phepps	Check Receipt	SELLER/CONTRACTOR	XXX		
226	9/27/04	$150.00	LEGAL	County Ct Filing Fee	Pederson & Scott	Check Receipt	SELLER/CONTRACTOR	XXX		
377	12/8/06	$5,000.00	LEGAL	Attorney Fee	Joe Ginn	Contract-Ct Rec	SELLER/CONTRACTOR	XXX		
378	10/25/05	$378.39	LEGAL	Legal Training Books	USAA	CC Receipt	SELLER/CONTRACTOR	XXX		
379	10/3/16	$270.65	LEGAL	Copying	ProLegal	Ck Receipt	SELLER/CONTRACTOR	XXX		
380	8/20/07	$1,000.00	LEGAL	Attorney Fee	Simons & Keaveny	CHeck Receipt	SELLER/CONTRACTOR	XXX		*
153	6/6/05	$8,000.00	LEGAL	Attorney Fee	Chellis & Frampton	check Receipt	SELLER/CONTRACTOR	XXX		
125	2/1/05	$25.00	LEGAL	Motion	Bill Scott	Ct. Record	SELLER/CONTRACTOR	XXX		
20	3/11/04	$4.42	MECHANICS LIEN	Gilbert-Cert Mail	Post Office	Receipt	SELLER/CONTRACTOR	XXX		*
23	3/1/04	$23.41	STORAGE	Property Storage	Public Storage	CC Receipt	SELLER/CONTRACTOR	XXX		
43	6/11/04	$647.09	MECHANICS LIEN	Surety Bond	USAA/Western Suret	CC Receipt	SELLER/CONTRACTOR	XXX		
40	4/29/04	$12.90	MECHANICS LIEN	HCH Attorney	Post Office	CC Receipt	SELLER/CONTRACTOR	XXX		
41	5/24/04	$12.10	MECHANICS LIEN	LIEN RELEASE	Berkeley County RO	Check Receipt	SELLER/CONTRACTOR	XXX		
32	5/14/04	$4.42	MECHANICS LIEN	Gilbert-Cert Mail	Post Office	Receipt	SELLER/CONTRACTOR	XXX		
53	5/19/04	$10.00	MECHANICS LIEN	MECHANICS LIEN	US Legal Forms Inc	CC Receipt	SELLER/CONTRACTOR	XXX		*
45	5/10/04	$14.00	MECHANICS LIEN	LIEN NOTICE	Berkeley County RO	Receipt	SELLER/CONTRACTOR	XXX		
345	4/2//04	$4.88	MECHANICS LIEN	Cert Mail - HCH Attor	Post Office	CC Receipt	SELLER/CONTRACTOR	XXX		
346	5/14/04	$4.42	MECHANICS LIEN	Cert Mail - HCH Attor	Post Office	CC Receipt	SELLER/CONTRACTOR	XXX		
347	6/3/04	$4.42	MECHANICS LIEN	Cert Mail - HCH Attor	Post Office	CC Receipt	SELLER/CONTRACTOR	XXX		
348	6/18/04	$6.49	MECHANICS LIEN	Cert Mail - HCH Attor	Post Office	CC Receipt	SELLER/CONTRACTOR	XXX		
345	4/2//04	$4.88	MECHANICS LIEN	Cert Mail - HCH Attor	Post Office	CC Receipt	SELLER/CONTRACTOR	XXX		
279	12/13/04	$350.00	SURVEY	Closing	Ashley Engineering	Check Receipt	SELLER/CONTRACTOR	XXX		
392	2004-2009	$4,349.48	LOAN COST	INTEREST/Lost Inv	TSP LOAN - $35k	Check Receipt	SELLER/CONTRACTOR	XXX		
383	4/15/05	-$225.24	REFUND ESCROW	NCM	Price	Loan History	SELLER/CONTRACTOR	XXX		

Regulatory Division - Charleston District-Corps of Engineers 69-A Hagood Avenue Charleston, South Carolina 29403

REQUEST FOR WETLANDS DETERMINATION

Date: 20 Sep 05

County: BERKELEY

Total Acreage of Tract: 7.86

Project Name (if applicable): EAGLE HARBOR

Property Owner (name, address, phone):
RONALD E. PRICE & DIANA R.
1104 SADDLEHORN Rd.
SUMMERVILLE, SC 29483
(843) 688-6045

Agent/Developer/Engineer (name, address, phone):

EXHIBIT 25
WITNESS
DATE: 5/3/2018
REPORTER: H. LANDRY

Status of Project (check one):

- ☑ On-going site work for development purposes
- ☐ Development in planning stages
- ☐ No specific development plans at this time

Project Type - Indicate the proposed use of the land in question or, if no specific work is planned at present, indicate the current zoning or land use at the site. (check one):

- ☑ Residential
- ☐ Industrial
- ☐ Silviculture
- ☐ Commercial
- ☑ Agriculture
- ☐ Aquaculture
- ☐ Mixed Use (Residential + Commercial)
- ☐ Public Works
- ☐ Other: _____

Information Required to Accompany Request - Check the items submitted - forward as much information as is available. At a minimum, the first two items must be forwarded:

- ☐ Accurate Location Map (from County Map, USGS Quad Sheet, etc.)
- ☑ Survey Plat or Tax Map of the Property in Question
- ☐ Soil Survey Sheet (from USDA-NRCS) or Aerial Photo (from County Assessor's Office or other source). Property boundaries should be show on the soil survey / photo.
- ☐ Topographic Survey
- ☐ Conceptual Site Plan for the Overall Development

Endangered Species Evaluation:
Has the site been evaluated for the presence of federally protected (endangered, threatened or proposed) species and/or any proposed or designated critical habitat for such species? YES (NO)

If Yes, has this evaluation been coordinated with the US Fish and Wildlife Service (FWS)? YES NO

If coordination has occurred, please provide the FWS Log number and enclose a copy of the report:
FWS Log Number: _____ Copy of Report enclosed? YES NO

If the evaluation has not been coordinated with the US FWS, enclose a copy of your report of findings.

IMPORTANT NOTE: Legible printed name and signature required. The person signing this form must be the present property owner or have the specific authority of the property owner to authorize Corps of Engineers employees or their agents to enter onto the property for on-site investigations if such is deemed necessary.

Do not sign this form unless you are the owner, or have the specific authority of the property owner.

The signature of the owner or authorized agent on this form constitutes prior consent to disclose these records to other federal, state or local governmental agencies and the public at large.

PRINTED NAME of person signing this form, below: RONALD E. PRICE

Signature of Property Owner or Authorized Agent: _____

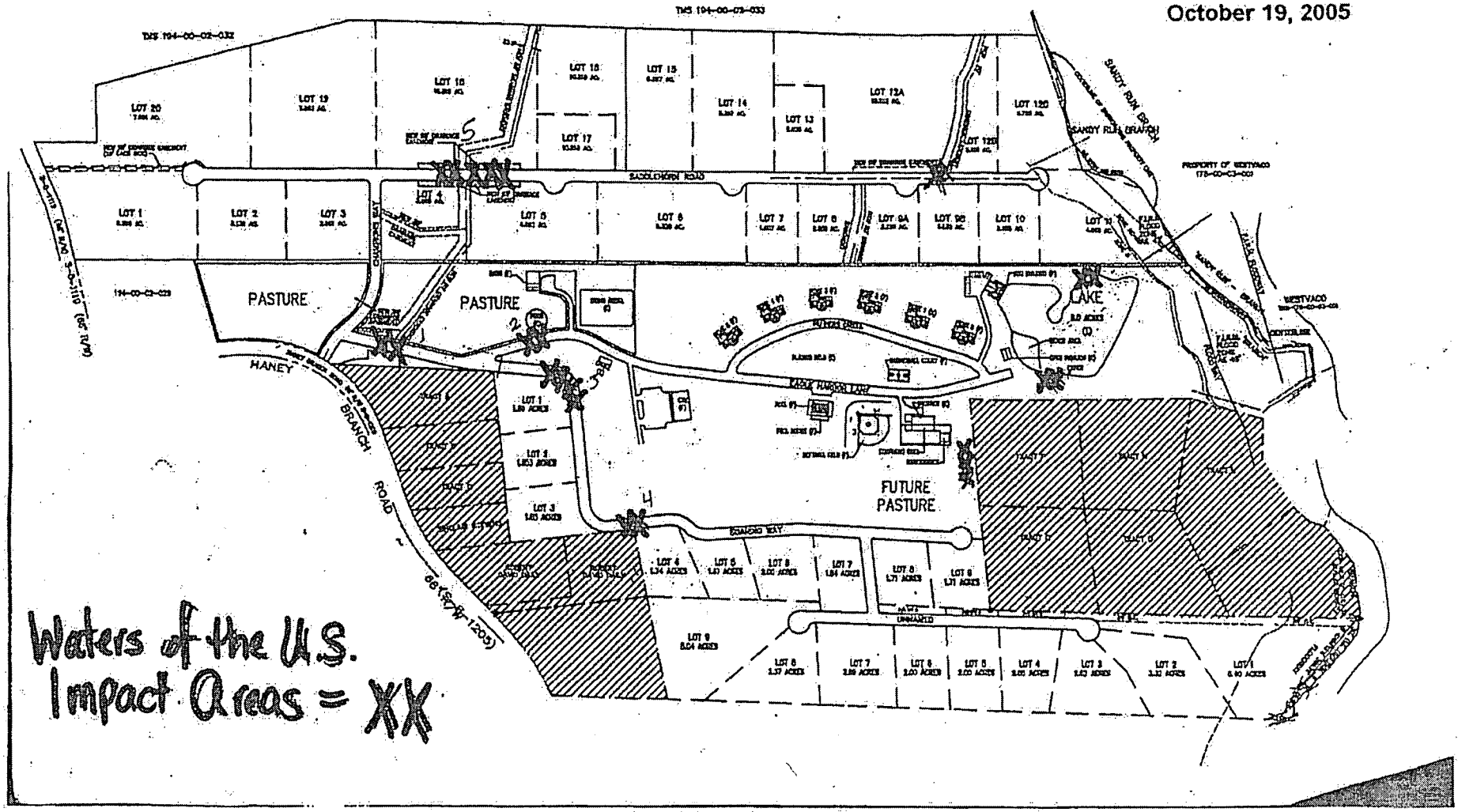
Copies of this form may be obtained from the Charleston District web site at: http://www.sac.usace.army.mil/permits/form_JDRequest.pdf

Enclosure

Copy Furnished:

S.C. Department of Health
and Environmental Control
Office of Ocean and Coastal
Resource Management
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29405

Eagle Harbor Subdivision
60-2005-2200-2
October 19, 2005



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Please be advised that this determination is valid for five (5) years from the date of this letter unless new information warrants revision of the delineation before the expiration date. All actions concerning this determination must be complete within this time frame, or an additional delineation must be conducted. Further, be advised that this **preliminary** jurisdictional determination is **not** an appealable action under the Corps of Engineers administrative appeal procedures defined at 33 CFR 331.

In future correspondence concerning this matter, please refer to SAC 87-2005-2039-2. You may still need state or local assent. Prior to performing any work, you should contact the South Carolina Department of Health and Environmental Control, Office of Ocean and Coastal Resource Management. A copy of this letter is being forwarded to them for their information.

If you have any questions concerning this matter, please contact me at 843-329-8044 or toll free at 1-866-329-8187.

Respectfully,

Elizabeth Jackson
Biologist

Enclosure:
Basis for Jurisdiction
Customer Service Survey

Copy Furnished:

South Carolina Department of Health
and Environmental Control
Office of Ocean and Coastal
Resource Management
1362 McMillan Avenue, Suite 400
Charleston, South Carolina 29405

Rationale for the Basis of Jurisdictional Determination (applies to any boxes checked above). *If the jurisdictional water or wetland is not itself a navigable water of the United States, describe connection(s) to the downstream navigable waters. If B(1) or B(3) is used as the Basis of Jurisdiction, document navigability and/or interstate commerce connection (i.e., discuss site conditions, including why the waterbody is navigable and/or how the destruction of the waterbody could affect interstate or foreign commerce). If B(2, 4, 5 or 6) is used as the Basis of Jurisdiction, document the rationale used to make the determination. If B(7) is used as the Basis of Jurisdiction, document the rationale used to make adjacency determination:*

Lateral Extent of Jurisdiction: (Reference: 33 CFR parts 328 and 329)

☒ Ordinary High Water Mark indicated by:
- ☐ clear, natural line impressed on the bank
- ☐ the presence of litter and debris
- ☐ changes in the character of soil
- ☐ destruction of terrestrial vegetation
- ☐ shelving
- ☐ other:

☐ High Tide Line indicated by:
- ☐ oil or scum line along shore objects
- ☐ fine shell or debris deposits (foreshore)
- ☐ physical markings/characteristics
- ☐ tidal gages
- ☐ other:

☐ Mean High Water Mark indicated by:
☐ survey to available datum; ☐ physical markings; ☐ vegetation lines/changes in vegetation types.

☒ Wetland boundaries, as shown on the attached wetland delineation map and/or in a delineation report prepared by: USACE

Basis For Not Asserting Jurisdiction:

☒ The reviewed area consists entirely of uplands.
☒ Unable to confirm the presence of waters in 33 CFR part 328(a)(1, 2, or 4-7).
☒ Headquarters declined to approve jurisdiction on the basis of 33 CFR part 328.3(a)(3).
☒ **The Corps has made a case-specific determination that the following waters present on the site are not Waters of the United States:**
- ☐ **Waste treatment systems, including treatment ponds or lagoons, pursuant to 33 CFR part 328.3.**
- ☐ **Artificially irrigated areas, which would revert to upland if the irrigation ceased.**
- ☐ **Artificial lakes and ponds created by excavating and/or diking dry land to collect and retain water and which are used exclusively for such purposes as stock watering, irrigation, settling basins, or rice growing.**
- ☐ **Artificial reflecting or swimming pools or other small ornamental bodies of water created by excavating and/or diking dry land to retain water for primarily aesthetic reasons.**
- ☐ **Water-filled depressions created in dry land incidental to construction activity and pits excavated in dry land for the purpose of obtaining fill, sand, or gravel unless and until the construction or excavation operation is abandoned and the resulting body of water meets the definition of waters of the United States found at 33 CFR 328.3(a).**
- ☒ **Isolated, intrastate wetland with no nexus to interstate commerce.**
- ☐ **Prior converted cropland, as determined by the Natural Resources Conservation Service.**

Explain rationale:
- ☐ **Non-tidal drainage or irrigation ditches excavated on dry land. Explain rationale:**
- ☐ **Other (explain):**

Non-Jurisdictional Wetlands
CLOSING SURVEY FOR
RON PRICE &
DIANA PRICE
CITY OF DOOLE CREEK
BOWERLEY COUNTY, SOUTH CAROLINA
SCALE: 1" = 200'
OCTOBER 20, 2004
ASHLEY

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE HARBOR

TABLE OF CONTENTS

ARTICLE 1. DEFINITIONS 6

1.1 Definitions 6

ARTICLE 2. THE GENERAL PLAN FOR EAGLE HARBOR 9

2.1 Plan of Development of The Property 9
2.2 Additions To Property 9
2.2.1 Additions By Declarant 9
2.2.2 Additions of Other Properties 9
2.2.3 Additions By Merger 10
2.3 Conveyances Of Common Areas 10
2.4 Owner's Interest Subject to Plan of Development 11

ARTICLE 3. ARCHITECTURAL GUIDELINES; APPROVALS 11

3.1 Purpose 11
3.2 Architectural Review Committee 11
3.2.1 Right to Assign ARC Functions 11
3.2.2 Liability of ARC Members 11
3.3 Design Guidelines 12
3.3.1 Interior Improvements 12
3.3.2 Drainage 12
3.3.3 Sitting, Setbacks, Height and Impervious Area Limitations 12
3.3.4 Other Guidelines 12
3.3.5 Guidance; Final Authority of ARC 12
3.3.6 Inspections and Permit and Certificate Issuance 12
3.3.7 Fees and Charges 12
3.4 ARC Building Construction and Landscaping Approval 13
3.5 Approval Not a Guarantee 13

ARTICLE 4. OWNERS' COVENANTS AND USE RESTRICTIONS 13

4.1 Building Restrictions 13
4.1.1 Number of Buildings on Lots 13
4.1.2 Square Footage Requirements 13
4.1.3 Completion of Improvements 13
4.1.4 Other Requirement of Residences 13
4.2 Trees 13
4.3 Use of Lots and Dwellings 14
4.4 Antennas 14
4.5 Clotheslines 14
4.6 Propane Gas Tanks

		21
ARTICLE 9.	CONDEMNATION	21
9.1	Condemnation of Common Areas	21
	9.1.1 Common Areas With Improvements	22
	9.1.2 Common Areas Without Improvements	22
	9.1.3 Including Owner's Property	22
ARTICLE 10.	FUNCTIONS OF THE ASSOCIATION	22
10.1	Board of Directors and Officers	22
10.2	Duties and Powers	23
	10.2.1 Ownership of Properties	23
	10.2.2 Services	23
10.3	Mortgage or Pledge	24
10.4	Personal Property and Real Property for Common Use	24
10.5	Rules and Regulations	24
10.6	Reduction in Services	24
10.7	Obligation of the Association	24
ARTICLE11.	ASSESSMENTS	24
11.1	Purpose of Assessments	24
11.2	Creation of Lien and Personal Obligation of Assessments	25
11.3	Establishment of Annual Assessment	25
	11.3.1 Disapproval of Annual Assessments	25
	11.3.2 Special Board Action to Increase	25
	11.3.3 Billing of Annual Assessments	25
	11.3.4 Rounding	25
	11.3.5 For Common Expenses	26
11.4	Determination of Default Budget and Default Annual Assessment	26
	11.4.1 Change in Default Amounts Upon Merger or Consolidation	26
11.5	Special Assessments for Improvements and Additions	27
	11.5.1 Special Assessments; Approval by Declarant and Disapproval by Members	27
	11.5.2 Apportionment	27
11.6	Emergency Special Assessments	27
11.7	Declarant's Properties	27
11.8	Individual Specific Assessments	27
11.9	Effect of Nonpayment; Remedies of the Association	28
11.10	Certificate	28
11.11	Date of Commencement of Assessments	28
	11.11.1 Working Capital Collected At Initial Closing	28
ARTICLE 12.	RULE MAKING	28
12.1	Rules and Regulations	29
12.2	Authority and Enforcement	29
12.3	Procedure	29
	12.3.1 Demand to Cease and Desist	29
	12.3.2 Notice of Hearing	29
	12.3.3 Hearing	29

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

EAGLE HARBOR

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR EAGLE HARBOR is made this ____ day of _____, 2004, by Eagle Harbor Inc. (the "Declarant");

WITNESSETH

WHEREAS, Declarant is the owner of certain real property located in Berkeley County, South Carolina, and more particularly described in Exhibit "A," attached hereto and incorporated herein by this reference, which Declarant has designated "Eagle Harbor" (herein after, the "Eagle Harbor") and

WHEREAS, Eagle Harbor is planned as a residential community under the planning ordinances adopted therefore by governmental authority with jurisdiction thereof and as further provided herein.

WHEREAS, Declarant deems it to be in the best interest of the Eagle Harbor subdivision more particularly described in Exhibit" A," as it exists today and as it may evolve in the future, to establish Covenants, Conditions and Restrictions to promote efficiencies and to provide a flexible mechanism for the administration and maintenance of community facilities and services which are for the common use and benefit of EAGLE HARBOR property owners.

NOW, THEREFORE, Declarant hereby declares that all of the property described in Exhibit "A" and any additional property as may be added by subsequent amendment hereto, and in accordance with the terms and conditions hereof, is subjected to this Declaration of Covenants, Conditions and Restrictions for EAGLE HARBOR (referred to hereinafter as the "Declaration"); and that the property described in Exhibit "A" will be held, transferred, sold, conveyed, leased, occupied, and used subject to the following easements, restrictions, covenants, charges, liens, and conditions which are for the purpose of protecting the values and desirability of, and which will touch and concern and run with title to, the real properties subjected to the Declaration and which will be binding on all parties having any right, title, or interest in the described properties or any portion thereof, and their respective heirs, successors, successors-in-title, and assigns, and will inure to the benefit of each owner thereof.

ARTICLE 1. DEFINITIONS

1.1. Definitions. When used in this Declaration, unless the context will prohibit or otherwise require, the following words will have all the following meanings, and all definitions will be applicable to the singular and plural forms of such terms:

(a) "ARC" will mean and refer to the board or committee established pursuant to this Declaration to approve exterior and structural improvements, additions, and changes within the Development.

(b) "Articles of Incorporation" will mean and refer to the Articles of Incorporation of Eagle Harbor Homeowners Association, as amended from time to time, filed in the Office of the Secretary of State of the State of South Carolina in accordance with the Nonprofit Corporation Act.

(c) "Assessment" will mean and refer to an Owner's share of the Common Expenses and other charges from time to time assessed against an Owner by the Association in the manner herein provided.

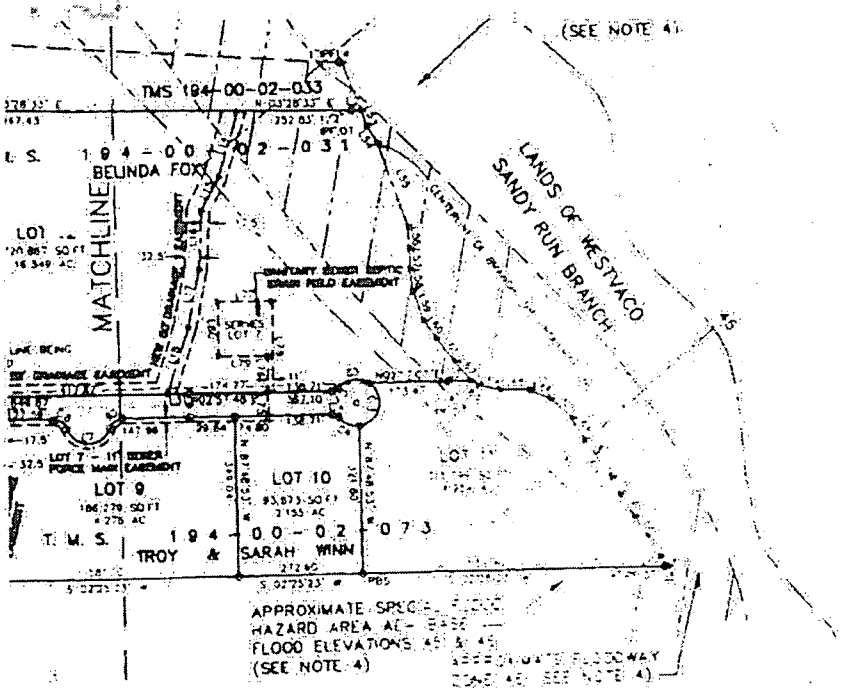
(d) "Association" will mean and refer to EAGLE HARBOR Homeowners Association, a South Carolina not-for-profit corporation, its successors and assigns. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

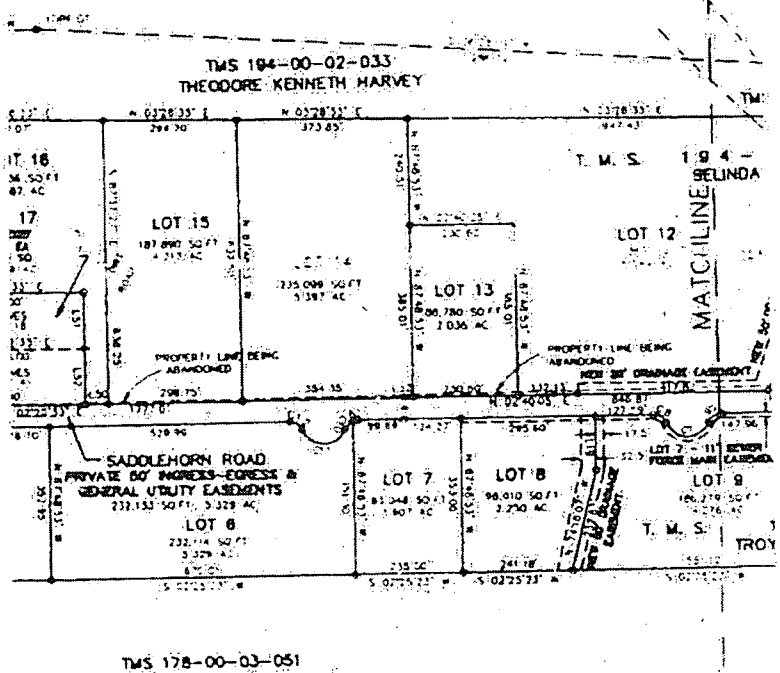
EXHIBIT "A"

All those certain pieces, parcels and lots of land shown on a plat entitled "FINAL PLAT OF EAGLE HARBOR, PHASE II SAINT JAMES – GOOSE CREEK PARISH." Said plat, dated July 25, 2002, prepared by Stantec Consulting Services, Inc., and recorded on September 26, 2002 as Document No. 81023, in Plat Cabinet P, at Page 281-A in the Office of the Register of Deeds for Berkeley County and relates to TMS Nos. 194-00-02-031 and 194-00-02-073.

All those certain pieces, parcels and lots of land shown on a plat entitled "A SUBDIVISION PLAT FOR LOTS 1-9, PHASE III, EAGLE HARBOR SUBDIVIDING 'PARCEL -046A' (TMS PARCE # 178-00-03-072) INTO NINE LOTS" and "A RESUBDIVISION OF LOT 7, PHASE I, EAGLE HARBOR" (TMS PARCE # 1178-00-03-069). Said plat, dated July 14, 2004, prepared by Cornerstone Surveying and Engineering, Inc., and recorded on August 25, 2004 as Document No. 23698, in Plat Cabinet Q, at Page 250B in the Office of the Register of Deeds for Berkeley County.

Further, "Site Plan" will mean and refer to any subdivision plat for any Additional Property placed of record in furtherance of the development scheme for EAGLE HARBOR, as it exists from time to time.





TMS 178-00-03-051
EAGLE HARBOR INCORPORATED

DEDICATION STATEMENT OF DRAINAGE EASEMENTS

THE RECORDING OF THIS PLAT I HEREBY DEDICATE ALL DRAINAGE EASEMENTS SHOWN HEREON TO THE PUBLIC. NOTHING IN THIS DEDICATION SHALL BE CONSTRUED TO IMPLY AN ACCEPTANCE BY BERKELEY COUNTY OF ANY DITCHES OR AS CREATING ANY DUTY BY BERKELEY COUNTY TO MAINTAIN ANY DRAINAGE EASEMENTS SHOWN HEREON.

EAGLE HARBOR INCORPORATED — DATE 9/26/02
BY: DANNY L. GILBERT, CEO

BELINDA FOX — DATE 9/26/02
BELINDA FOX, PROPERTY OWNER

TROY WINN — DATE 9/26/02
TROY WINN, PROPERTY OWNER

DEDICATION STATEMENT OF 50' INGRESS/EGRESS EASEMENTS & GENERAL UTILITY EASEMENTS

BY THE RECORDING OF THIS PLAT I HEREBY DEDICATE ALL INGRESS/EGRESS EASEMENT AND GENERAL UTILITY EASEMENTS SHOWN HEREON TO ALL PURCHASERS AND SUCCESSORS IN INTEREST OF THIS PROPERTY AND I HEREBY DEDICATE ALL GENERAL UTILITY EASEMENT SHOWN HEREON TO THE USE OF ALL UTILITIES WHICH PROVIDE SAID UTILITIES. NOTHING IN THIS DEDICATION SHALL BE CONSTRUED TO IMPLY AN ACCEPTANCE BY BERKELEY COUNTY OF ANY ROADWAYS OR UTILITIES CREATED ON THIS PROPERTY AND BERKELEY COUNTY TO MAINTAIN ANY SUCH ROADWAYS OR UTILITIES.

EAGLE HARBOR INCORPORATED — DATE 9/26/02
BY: DANNY L. GILBERT, CEO

BELINDA FOX — DATE 9/26/02
BELINDA FOX, PROPERTY OWNER

TROY WINN — DATE 9/26/02
TROY WINN, PROPERTY OWNER

Santee

SURVEYOR'S NOTES:

1. ALL PINS FOUND UNLESS NOTED
2. ALL PINS SET 5/8" REBAR UNLESS NOTED OTHERWISE
3. ALL PROPERTY CORNERS ARE MARKED WITH REBAR SET, 5/8" UNLESS NOTED OTHERWISE

TMS NO. 194-00-02-031 AND 073

ALL OF PROPERTY ZONE AE

EXCEPTING SHOWN OUTSIDE THE DEFINED BOUNDARY ON THIS PLAT FOR DESCRIPTIVE PURPOSES ONLY.

ACCORDING TO F.E.M.A. PANEL 450029 0280 C DATED 5-6-96 THIS PROPERTY IS LOCATED IN FLOOD ZONES X AREAS DETERMINED TO BE OUTSIDE OF THE 500 YEAR FLOOD PLAIN AND AE (BASE FLOOD ELEVATIONS AS SHOWN IN FEET). F.I.R.M. PANEL INDEX DATED 5-6-96. SAID TRACT IS ALSO SUBJECT TO A DESIGNATED FLOODWAY AREA BEING APPROXIMATELY 150' EITHER SIDE OF THE CENTERLINE OF THE WESTVACO CANAL AS SHOWN ON THE FLOOD ZONE MAP HEREON AND ARE ONLY ALSO TAKEN FROM THE F.I.R.M. REFERENCED ABOVE. THE APPROXIMATION IN THE FLOOD ZONE AND FLOODWAY AREAS ARE NOT ACCURACY OF THE REFERENCED MAP AND ARE ONLY INTENDED TO REPRESENT SUBJECT FLOOD ZONES AND FLOODWAY AREA AS DETERMINED BY ENGINEERING STUDIES. ANY WETLAND DELINEATION AREAS HAVE BEEN DONE ON THE PROPERTY.

1	REVISED SEWER LINE	MM	07/09/19
2	REVISED SEWER LINE	MM	07/09/22

Revision

Issuing

Permit-Seal

SOUTH CAROLINA REGISTERED LAND SURVEYOR No. 17223 WILLIAM M. FERGUSON

Client/Project
PREPARED FOR EAGLE HARBOR INCORPORATED
DANNY L. GILBERT, CEO
BERKELEY COUNTY
SOUTH CAROLINA

Title
FINAL PLAT OF
EAGLE HARBOR PHASE II
ST. JAMES - GOOSE CREEK PARISH

Project No.	Scale	Date
75000179	1"=200'	JULY 25, 2002

Drawing No.	Sheet	Revision
1L-2376	1 of 1	0

000177

conditions that would need to exist (or changes that would need to happen) for us to sell half our lot as "residential" or meet DHEC standards, and therefore give us the ability to subdivide for residential sale.

Unfortunately, this property would not pass for a septic system when originally subdivided. This is the reason for the small lot across Haney Branch Road, to accommodate the drain field for you're residence. Therefore, this property could not be subdivided any further using septic systems. The only way I know to subdivide this property at this time would be to have public sewer access.

I am sorry that we are unable to issue a septic tank permit for this site. If you have other land available and would like it evaluated for a septic tank system, please contact the Berkeley County Health Department for assistance.

Respectfully,

M. Reid Houston
Division of Onsite Wastewater Management
Bureau of Environmental Health

MRH:cs

CC: Stuart Crosby DEHD
Ben Milligan

ARTICLE 1
THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement; these form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2
THE WORK OF THIS CONTRACT

The Contractor shall execute the entire Work described in the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

(1) OBTAIN QUOTES AS REQUESTED
(2) SCHEDULING OF ALL SUB-CONTRACTORS
(3) INSPECT QUALITY OF WORKMANSHIP
(4) COORDINATE WITH HOMEOWNER WEEKLY & BI-WEEKLY ON PAYMENTS TO SUB-CONTRACTORS.
(5) ALL WORK DONE PER CODE or by higher standard.
(6) CALL ALL INSPECTION AND FOLLOW UP CALLS
(7) COMPLETE HOME TO CERTIFICATE of Occupancy.
— See attached, Exhibit A — Detail of "Scope of Work" (

ARTICLE 3
DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

and money handling and payments.

3.1 The date of commencement is the date from which the Contract Time of Paragraph 3.2 is measured, and shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

Unless the date of commencement is established by a notice to proceed issued by the Owner, the Contractor shall notify the Owner, through the Construction Manager, in writing not less than five days before commencing the Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

3.2 The Contractor shall achieve Substantial Completion of the entire Work not later than

(Insert the calendar date or number of calendar days after the date of commencement. Also insert any requirements for earlier Substantial Completion of certain portions of the Work, if not stated elsewhere in the Contract Documents.)

SUBSTANTIAL WORK (85%) completed By 60 days
AND Cert. of Occupancy is allowed 90 Days

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

N/A

ARTICLE 5
PROGRESS PAYMENTS

5.1 Based upon Applications for Payment submitted by the Contractor to the Construction Manager, and upon Project Applications and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

5.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

BY Draw Request AT Completion OF Phases of WORK BY SUB-CONTRACTOR

5.3 Provided an Application for Payment is submitted to the Construction Manager not later than the ~~day of a month~~ Weekly or Bi-Weekly, the Owner shall make payment to the Contractor ~~not later than the day of the month~~. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment shall be made by the Owner not later than days after the Construction Manager receives the Application for Payment.

5.4 Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the Work and be prepared in such form and supported by such data to substantiate its accuracy as the Construction Manager or Architect may require. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.5 Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

5.6 Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

5.6.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of percent (N/A %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Subparagraph 7.3.7 of the General Conditions;

5.6.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of percent (N/A %);

5.6.3 Subtract the aggregate of previous payments made by the Owner; and

5.6.4 Subtract amounts, if any, for which the Construction Manager or Architect has withheld or nullified a Certificate for Payment as provided in Paragraph 9.5 of the General Conditions.

5.7 The progress payment amount determined in accordance with Paragraph 5.6 shall be further modified under the following circumstances:

5.7.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to percent (N/A %) of the Contract Sum, less such amounts as the Construction Manager recommends and the Architect determines for incomplete Work and unsettled claims; and

5.7.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Subparagraph 9.10.3 of the General Conditions.

5.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Subparagraphs 5.6.1 and 5.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

N/A

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ARTICLE 8
TERMINATION OR SUSPENSION

8.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

8.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

ARTICLE 9
ENUMERATION OF CONTRACT DOCUMENTS

9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

9.1.1 The Agreement is this executed Standard Form of Agreement Between Owner and Contractor, AIA Document A101/CMa, 1992 Construction Manager-Adviser Edition.

9.1.2 The General Conditions are the General Conditions of the Contract for Construction, AIA Document A201/CMa, 1992 Construction Manager-Adviser Edition.

9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual dated , and are as follows:

Document	Title	Pages

(6) Plans only NO Project Manual or Engineered Plans

(2) ~~I reserve the right to Review the General~~ Conditions. ~~At This Point I have not Reviewed the Stuff~~ Has received copy!

(3) Plans & Spec will stay the Same as previously submitted to Lender

(4) Engineers Report

9.1.4 The Specifications are those contained in the Project Manual dated as in Subparagraph 9.1.3, and are as follows:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Pages

N/A

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Exclusive Cost to Gerry Fox

		Receipt
Berkeley County Treasurer	215.31	
Azeala Utilities	2700	✓
Berkeley County (roll back)	2606.27	
Coastal Soil Evaluators	195.00	✓
Columns @ Phase 1	1303.50	✓
Ashley Engineering	1800	✓
Ashley Engineering	400	✓
	9220.08	

EXHIBIT 32
WITNESS
DATE: 5-3-2018
REPORTER: H. LANDRY

Bills not invoiced yet

Coastal Soil Evaluators

02L9-69L
7S9-1L5

440,080.89
- 150 000
- 25000
265080.89 ÷ 2 = 132540.45 + 150,000 = 282,540.45

282540.45
273776
8764.45

8764.45
9220.08 Exclusive Cost
17,984.53

October 30, 2004

Construction Expenses Eagle Harbor Subdivision Phase 2

ITEM	DESCRIPTION	CONTRACTOR	COST	PAID	BALANCE
1	Set property corners	ARC Surveying	2850	2850	0
2	Road and drainage	Stantec	53,598	53,598	0
3	Density Testing	WPC	345	345	0
4	Density Testing	WPC	405	405	0
5	Land Clearing	L and L	25,000	25,000	0
6	Dirt Work	L and L	100,000	100,000	0
7	ROC	L and L	45,000	45,000	0
8	Storm Drain	L and L	74,600	55,000	19,600
9	Clear Easement	M. Segars	12,000	12,000	0
10	Grading	L and L	10,000	0	10,000
11	Paving	Sanders	48,830	0	48,830
12	Fabrication	Fields	4876	4876	0
13	Opener	HC	5124	0	5124
14	Finish Services	L and L	22,864.20	22,864.20	0
15	ROC	L and L	739.60	739.60	0
16	Bond	L and L/ABI	4212	4212	0
17	Record Deed	Berkeley County	13	13	0
18	Record Deed	Berkeley County	5	5	0
19	Record Covenants	Berkeley County	57	57	0
20	Plat Fee	Berkeley County	10	10	0
21	Record Plat	Berkeley County	10	10	0
22	DHEC Application	DHEC	140	140	0
23	DHEC Application	DHEC	60	60	0
24	DHEC Application	DHEC	100	100	0
25	DHEC Application	DHEC	50	50	0
26	Fuel	Miracle Green	574	574	0
27	Mail Plat to Buyer	Fedex	14.86	14.86	0
28	Pipe	Lowes	7.47	7.47	0
29	Pipe	Lowes	19.90	19.90	0
30	Pipe	Lowes	147.55	147.55	0
31	Copies	Duncan Parnell	25.44	25.44	0
32	Copies	Duncan Parnell	4.88	4.88	0
33	Copies	Duncan Parnell	4.88	4.88	0
34	Classified ad	Post and Courier	82.50	82.50	0
35	Classified ad	Post and Courier	109	109	0
36	Fittings	Home Depot	43.83	43.83	0
37	Drill underground	Hot Shots Drill	3000	3000	0
38	Trench for electrical	Don McCall	200	200	0
39	Soil consultation	Coastal Soil Eval	250	250	0
40	Soil consultation	Coastal Soil Eval	350	350	0
41	Signs	Fast Signs	5806.68	0	5806.68
42	Labor and Expenses	EH/HC	9000	9000	0
43	Bond	ABI	4212	4212	0

Exclusive Construction Expenses for GBFox

ITEM	DESCRIPTION	CONTRACTOR	COST	PAID	BALANCE
1	Taxes	Berkeley County	215.31	215.31	0
2	Roll back taxes	Berkeley County	2606.27	2606.27	0
3	Pipe @ Leasure Dr	Azalea Utilities	2700	2700	0
4	Soil Evaluation	Coastal Soil Eval	195	195	0
5	Columns @ Phase 1	Louis Johnson	1303.50	1303.50	0
6	Lot 12a & Lot 12b	Ashley Eng.	1800	1800	0
7	Lot 12b1 & Lot 12b2	Ashley Eng.	400	400	0
			9220.08	**9220.08**	**0**

Construction Payments by GBFox

ITEM	DATE	SOURCE	PURPOSE	PAID
1	10-29-01	GBFox	Stantec	6,084
2	1-06-02	GBFox	L and L	25,000
3	1-06-02	GBFox	Stantec	18,098
4	3-15-02	GBFox-Evans		10,000
5	4-12-02	GBFox-Segars	L and L	100,000
6	5-10-02	GBFox-Cotton	Stantec	10,000
7	5-13-02	GBFox-Cotton		6,300
8	7-18-02	GBFox		3,000
9	9-10-02	GBFox	L and L	5,000
10	11-08-02	GBFox	L and L	30,000
11	4-01-03	GBFox		58,494
12	11-18-04	GBFox	Ashley Surveying	1,800
				273,776

November 10, 2002

EAGLE HARBOR PHASE 2 NET INCOME

For

Gerry and Belinda Fox

Total Income from Lot Sales	$730,954
Total Expenses Incurred During Project	-$405,801
Earnest money back to Eagle Harbor	-$ 1,000
Net Profit from Project	**$324,153**

Payment to Danny and Liz Gilbert for 50% of net profit

$324,153 / 2 = $162,076

Total Return from Project

Balance of profit to Gerry and Belinda Fox		$162,076
Capitol invested		
Land	8/16/01	$159,410
ARC Engineering	7/19/01	$ 2,850
Stantec	10/29/02	$ 6,084
Stantec	01/16/02	$18,098
Total		**$348,518**

Total of Change Orders 1 and 2 equals $120,000. This cost is to be shared by both investors equally, and reimbursed to them by increasing the sales cost of the lots. This was done during the spring of 2002 by increasing the price of each lot by $1,100.

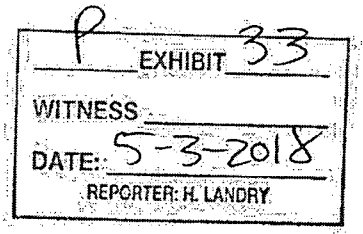
PHASE 2 SHARED COSTS

PROJECT EXPENSES

Engineering	$57,698
EH Expenses	$ 9,000
Signs	$ 6,000
Gate	$10,000
Finish Expenses	$23,603
Bond	$ 4,212
Misc.	$ 5,780
TOTAL	$116,294
	$116,294/2= $58,147

NOTE

Finish expenses were not associated with road construction, but items bought or furnished by L&L Construction and/or required by Stantec for completion of project.



(5,326.90)

7/23/02	5000.00	to Stantec from Winn
8/2/02	2500.00	to Stantec From EH
5/10/02	10,000	to Stantec From Fox
10/29/01	6,084.50	to Stantec from Fox
1/06/02	18,098.33	to Stantec From Fox
12/16/02	11,915.27	to Stantec From Winn Clay

53,598.10

TOTAL EXPENSES 439,426.26

- 150 000 GB Fox
- 25 000 TROY

264,426.26

DIVIDE BY 2 = 132 213.13

+ 25,000 TROY

157,213.13 TOTAL SHARE EXCLUSIVE EXPENSES

+ 2350

159,563.13 TOTAL

133,787.07 PAYMENTS

$ 25 776.06 BALANCE

- 1031.76

24 744.30

132,213.13 1/2 EXPENSES

+ 150,000

282,213.13 TOTAL

272 482 PAYMENTS

9731.13 BALANCE

EXHIBIT 39
WITNESS
DATE: 5-3-2018
REPORTER: H. LANDRY

BALANCE IN ESCROW 53,853.49
FOR FOX

For subdivisions to be developed utilizing public water facilities:

☐ It is hereby agreed that if the attached plans dated _____, or any amendment or revision thereof, are approved by the South Carolina Department of Health and Environmental Control, public water facilities will be installed in accordance with the details thereof as shown on such approved plans if the land is subdivided.

For subdivisions to be developed utilizing individual sewage treatment and disposal systems (septic tanks):

☑ It is hereby agreed that if the attached plans dated _____, or any amendment or revision thereof, are approved by the South Carolina Department of Health and Environmental Control, each purchaser of a lot will be informed of any special conditions or limitations concerning the lot that may be explained or referred to in plans or in the letter of subdivision approval from the Department.

☐ I understand that no lot in this subdivision can be sold, rented, or leased, or any lot further subdivided until and unless subdivision approval is granted by the Department.

8/13/01	[signature]	Env. Dir.
Date	Signature of Owner or Agent:	Official Title

(This application must be signed by the owner of the proposed subdivision or by the responsible official of the company or corporation owning the proposed subdivision).

For Health Department Use:

DHEC 1786 (2/1997)

the 1991 edition of ACI 530/ASCE 5/TMS 402 (MSJC) for design and construction as an alternative to the provisions of Section 604. (Note that the referenced edition year is likely an error – the applicable MSJC is the 1992 Edition). The MSJC Publication has a front section (ACI 530) for use by design professionals and a second section (ACI 530.1) of Specifications for use by both design professionals and contractors.

1. Concrete Slab-on-Grade

I observed that the concrete slab-on-grade did not have control (contraction)/isolation/expansion joints and random cracks were visible. In addition, the slab for the storage area at the rear left (southeast) corner had a slope to the center of up to 2.1% (1/4 inch per foot). Also, you indicated that no fiber reinforcement was used in the concrete and welded wire mesh (WWM) reinforcement was not included in the pour.

Concrete Slab-on-Grade Analysis

Section 505 of the CABO Code discusses concrete slabs-on-grade. It does not specifically list a requirement for WWM or fiber or a requirement for joints. However, the CABO Code is a set of minimum standards and the Building Official may require additional standards. I discussed concrete slab-on-grade reinforcing requirements with Mr. Hank Jackson, a Berkeley County Building Inspector, on April 28, 2004 via the phone. He stated that he currently requires either welded wire mesh or fiber reinforcement in residential concrete slabs-on-grade for construction under the 1995 CABO Code. Also, good concrete slab construction practices follow the recommendations of ACI Publication 302 (Guide for Concrete Floor and Slab Construction). This publication lists a recommendation for slab reinforcement and joints to be included in slab on grade construction. Joints are used to limit the frequency and width of random cracks caused by volume changes. (Drying-related shrinkage and temperature changes are primary contributors to volume changes). For unreinforced or lightly reinforced (WWM) slabs, the ACI 302 guideline is to place saw-cut contraction joints at spacings of 24 to 36 times the slab thickness up to a maximum of 18 feet (8 to 12-foot spacings for a 4-inch thick slab). The depth of a saw cut joint should be ¼ the slab thickness or a minimum of 1 inch. Please note that there are several other concrete references which have slightly different recommendations on joint spacing. ACI 302 also discusses the use of WWM reinforcement in nonstructural slabs-on-grade. WWM reinforcement in a nonstructural slab-on-grade is provided primarily to control the width of cracks that occur due to volume changes from temperature and shrinkage. It will not prevent cracks. Reinforcement should be discontinued across joints. Synthetic fibers can help to reduce the formation of shrinkage cracks but will not provide sufficient restraint to hold cracks tightly closed.

Section 309.3 (Garage Floor Surface) lists a requirement for the surface to slope or drain towards the vehicle entry doorway. The RCS lists a requirement (#8 of the Masonry and Concrete Standards) that low spots where water can accumulate greater than 5/16 inch should be corrected by the builder by filling with a latex filler or equivalent. The RCS permits cracks in concrete slabs. The criteria for repair are 3/16 inch mismatch in height

walls subject to wind loads of 30 pounds per square foot (psf) or greater, or located in Seismic Zone 3 or 4. My calculations indicate that the wind loads are less than 30 psf and Figure 301.2b of the CABO Code indicates the site is in Seismic Zone 2. Therefore, based on the minimum standards of the CABO Code, and based upon no additional design requirements (no engineered drawings), no vertical or horizontal reinforcement is required. However, based upon good engineering practices, review of the ACI 530-92 (Building Code Requirements for Masonry Structures portion of the MSJC), Appendix A.3 lists some special design provisions for Seismic Zone 2. Included in these provisions is the requirement for vertical rebar of at least #4 size at each corner, at each side of each opening, and at the ends of walls. Horizontal #4 rebar is required at the bottom and top of wall openings and shall extend at least 24 inches past the opening. Horizontal #4 rebar is also required at the top of the wall and at the bottom of the wall or top of the footing. It should also be noted that these provisions are good construction practices, as your current contractor, Mr. John Kahler, uses similar rebar placement in his current construction.

Section 604.8.2.2 requires that CMU walls be anchored to the floor at intervals not to exceed 6 feet. The #4 rebar dowels at the base of the wall will meet this requirement when properly grouted except for the locations previously mentioned where rebar was missing and the resulting spacing was approximately 8 feet.

The 9'4" height of the 8x16 inch CMU piers exceeds the limits of CABO Code Section 604.5, where the unsupported height shall not exceed 10 times the least dimension. For 8-inch block, pier heights shall not exceed 6'8". For the 9'4" desired height, the piers should be constructed of 12-inch wide CMU.

The existing condition of the CMU walls and piers will prevent construction in accordance with Section 607.4.1 of the CABO Code, if vertical rebar is installed as previously recommended. Specifically, Item 3 of this section requires that the vertical rebar be held in position at the top and bottom and at vertical intervals not exceeding 8'4" for #4 rebar. In its current condition, the vertical rebar could not be held in position at the 8'4" elevation. Cleanout openings will be required at the bottom course of each cell to be grouted because the total grout pour will exceed 4 feet. Cleanout openings are used to clean the cells to be grouted of debris which may have fallen into the cell. The grout should be poured in lifts not to exceed 4 feet.

The question of wire tying vertical rebar to dowels was raised during my site visit. Wire tying is not required if an overlap of at least 24 inches (for #4 rebar) in a grouted cell can be provided.

The existing height of the ungrouted walls and piers has resulted in unstable conditions. One pier at the northwest corner has already fallen over, most likely due to wind. Other piers and walls are also unstable and can be easily tilted by hand, breaking the bond of the mortared bed joint near the base. The original contractor should have braced the walls and piers to resist this rotation prior to the grouting.

3. Other Owner's Concerns

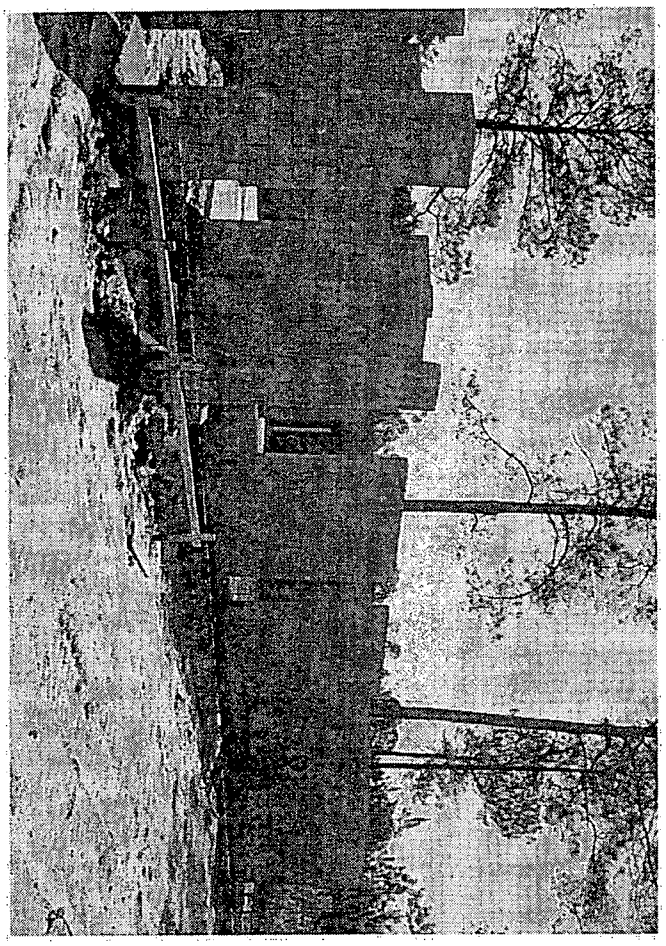
You expressed concern as to the elevation of the top of the slab-on-grade. Rough grading of a subdivision's lots is typically the responsibility of the developer. On April 29, 2004, I discussed the issue of the topographic survey and drainage plan with Mr. Clint Busby, the Berkeley County Engineer via the phone. He stated that your lot (shown as No. 19 on the drainage plan and but listed in the tax records as Lot 20) was included in the Phase II drainage plan of Eagle Harbor Subdivision. He stated that this lot was not in the AE flood zone that occurs near the other side of Phase II. He discussed that the back of the lot drains to the back and that the drainage design included a 20-foot drainage easement near the front of the lot. The plan is available in his office for review. In order to determine if your slab-on-grade is of adequate elevation, I recommend that you have a surveyor perform an elevation survey and compare the results to the drainage plan on record.

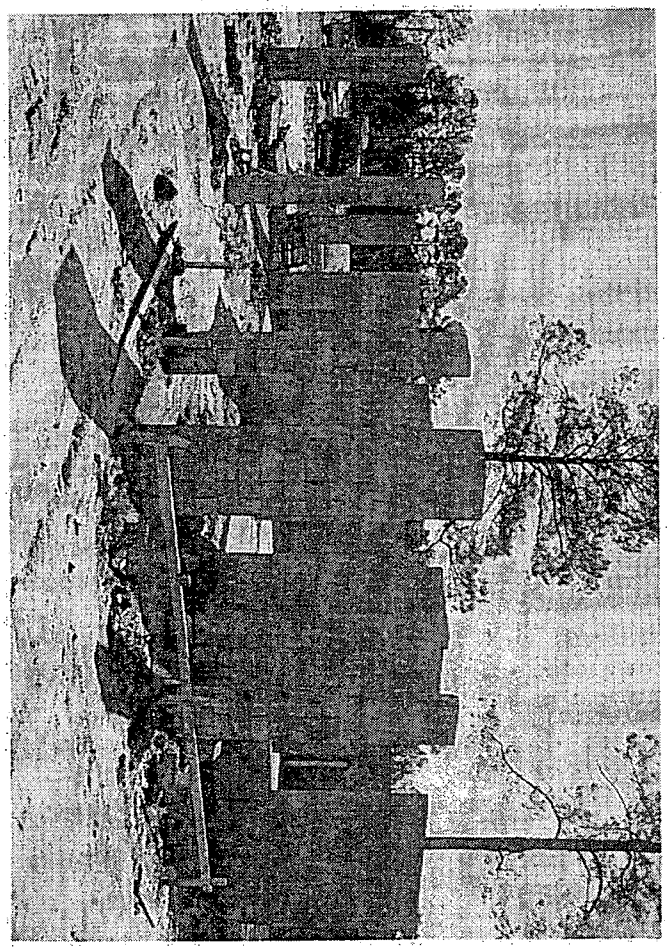
SUMMARY

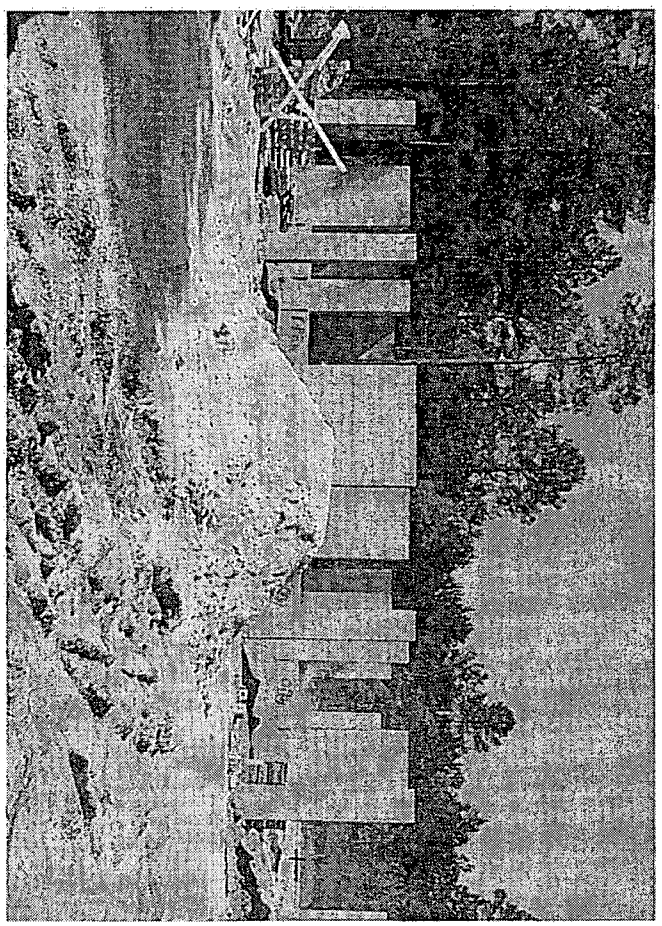
In summary, pending proper grouting of the cells with rebar dowels, the observed portions of the CMU wall construction appear to meet the minimum requirements of the CABO Code with the exception of at least two locations where the rebar dowels connecting the wall to the foundation exceeded 6-foot spacing. The concrete slab on grade construction did not incorporate proper joints, and reportedly did not incorporate WWM or fiber reinforcement. The lack of joints and probable lack of WWM or fiber reinforcement is contrary to good construction practices and the local Building Official's requirements. Additionally, the concrete slab and CMU wall were not constructed in accordance with good industry practice or the referenced ACI 302 and MSJC standards. The slope of the slab in the storage area exceeds the requirements of the SC RCS. The CMU piers exceed the height limitations of the CABO Code for 8x16 inch CMU. Poor construction practices and workmanship have resulted in improperly positioned rebar, obstructed cells, unstable walls and piers (at least one collapsed pier), and un-struck mortar joints. Additional questionable workmanship has resulted in random cracking of the concrete slab-on-grade. The random cracking may prove to be only an aesthetic issue, if the underlying soil was adequately prepared and is of stable condition. Please note that the adequacy of the slab thickness and compressive strength (3-1/2" and 3000 psi required by the CABO Code) and adequacy of the underlying soil have not been evaluated. The presence of the required vapor barrier under the slab has not been verified. At least three concrete core tests and dynamic cone penetrometer tests of the underlying soil are recommended to verify the thickness and strength of the concrete slab-on-grade, presence of the vapor barrier, and condition of the underlying soil. If the slab is to meet the local Building Official's requirements, it would require removal and replacement.

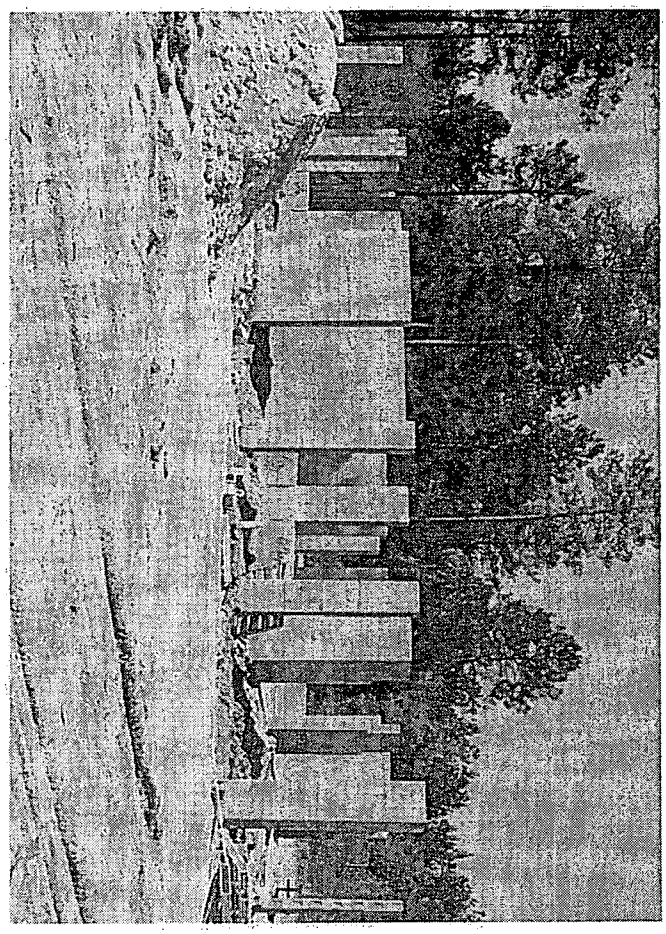
PENGAD 800-631-6989

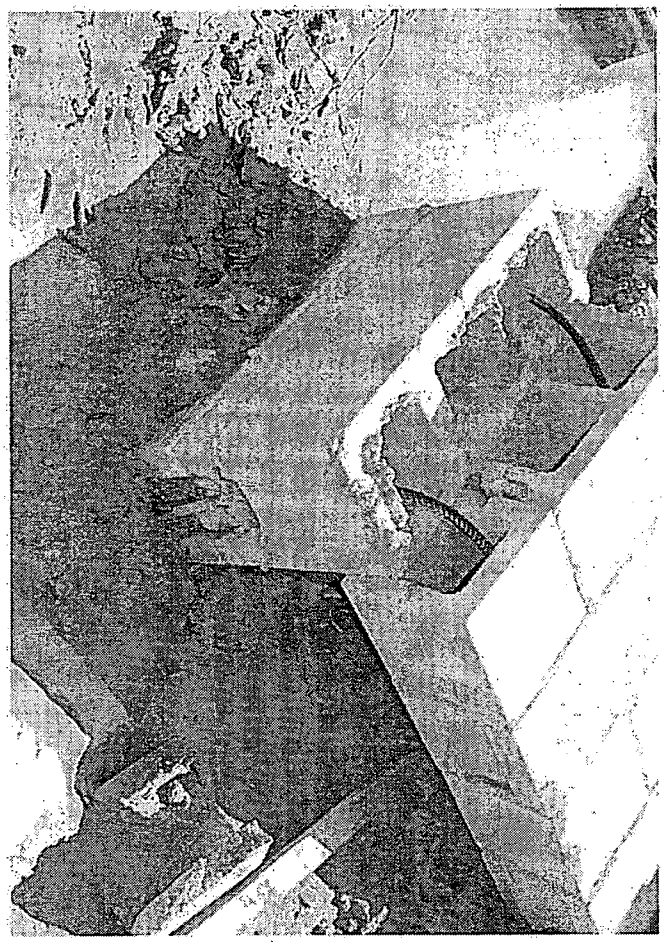
PLAINTIFF'S EXHIBIT 27
5-3-2018

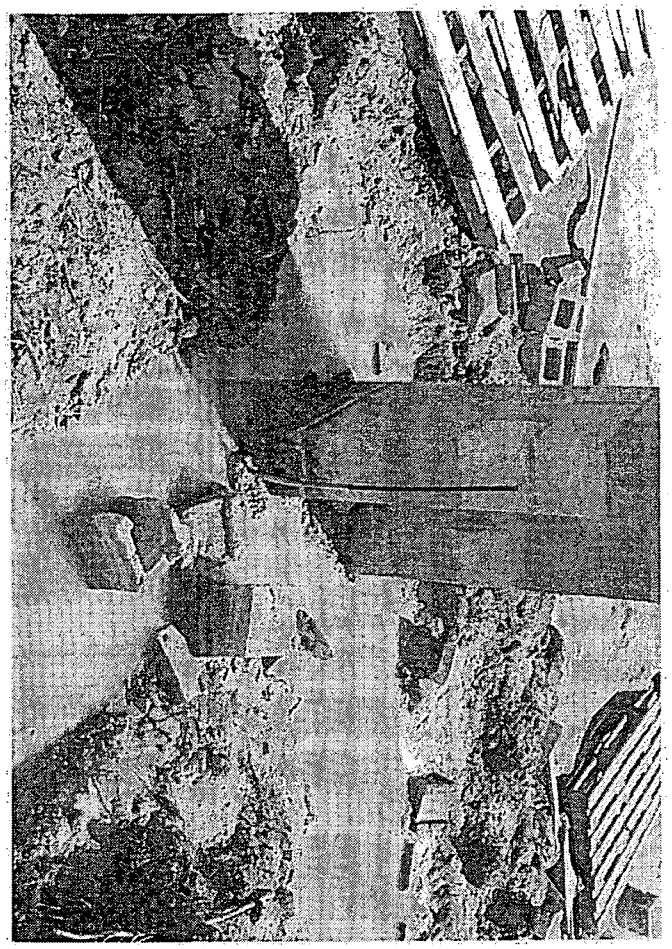


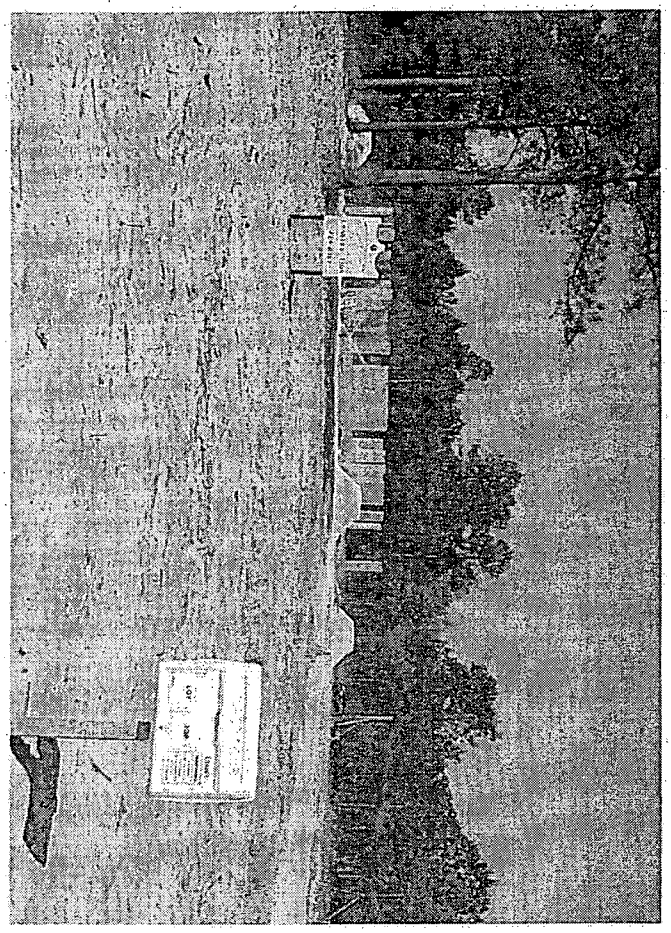


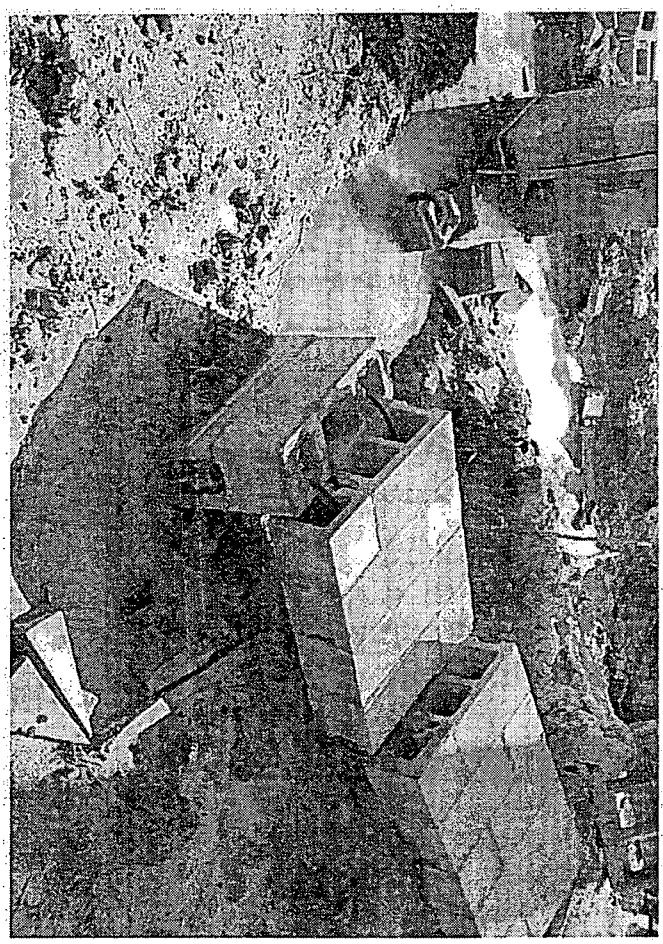


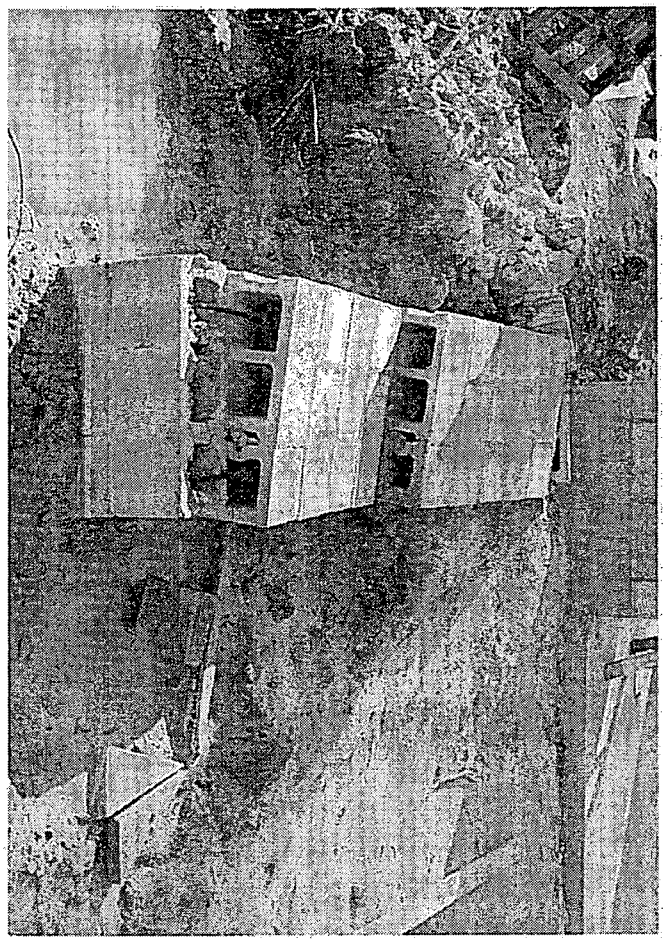


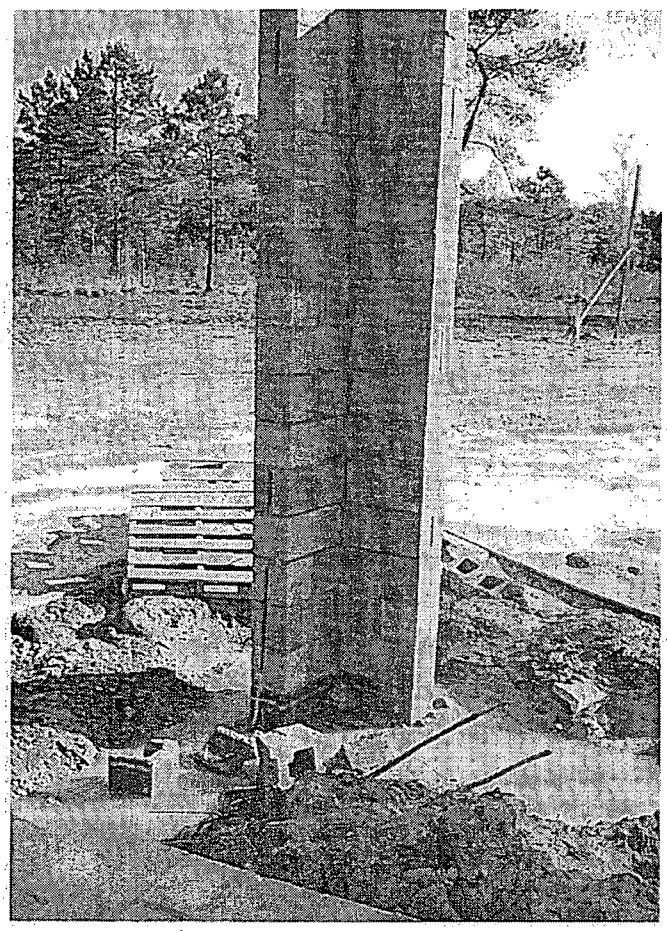


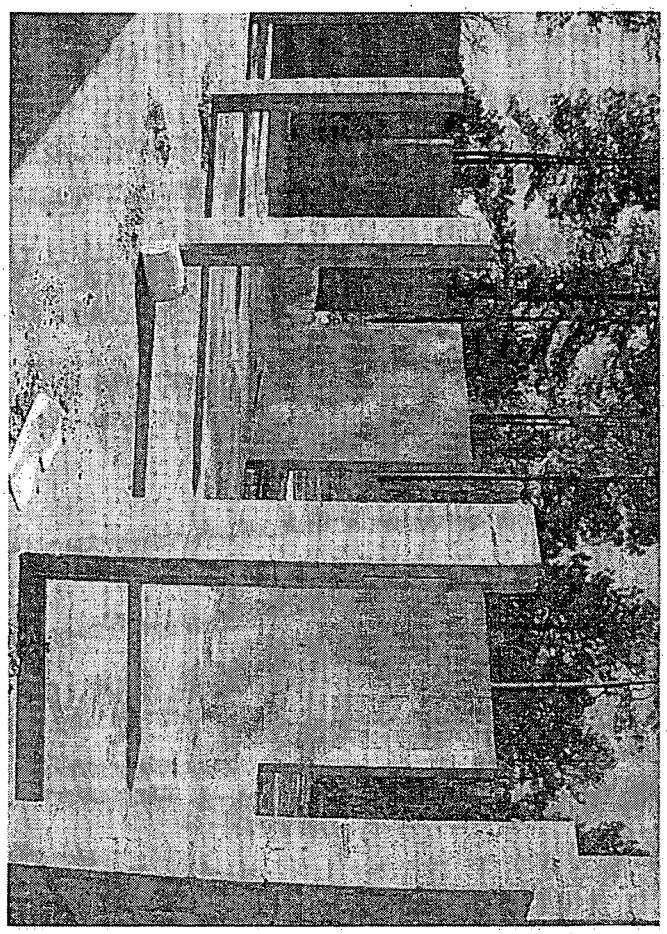


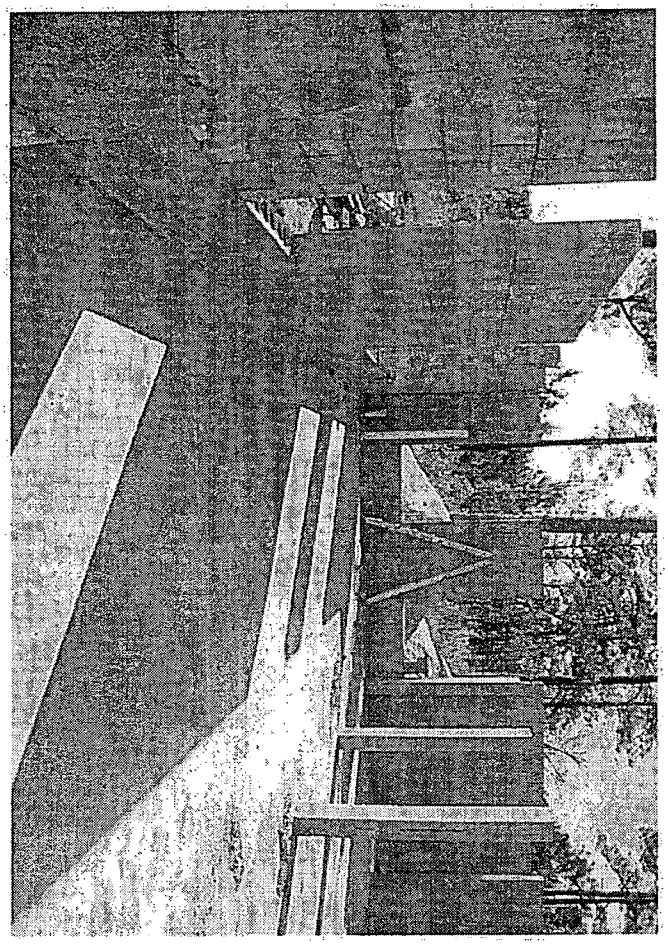


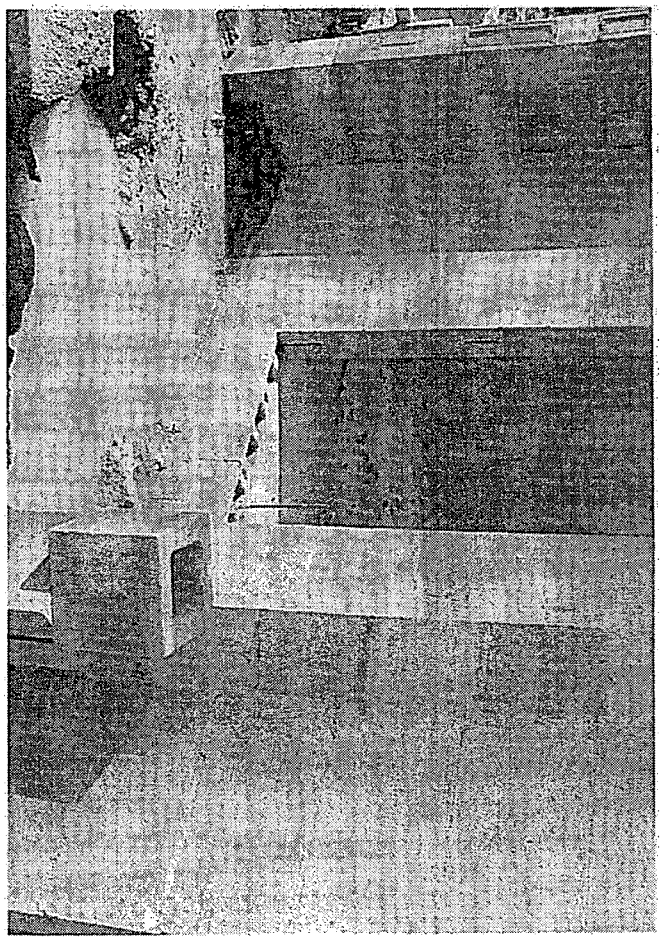


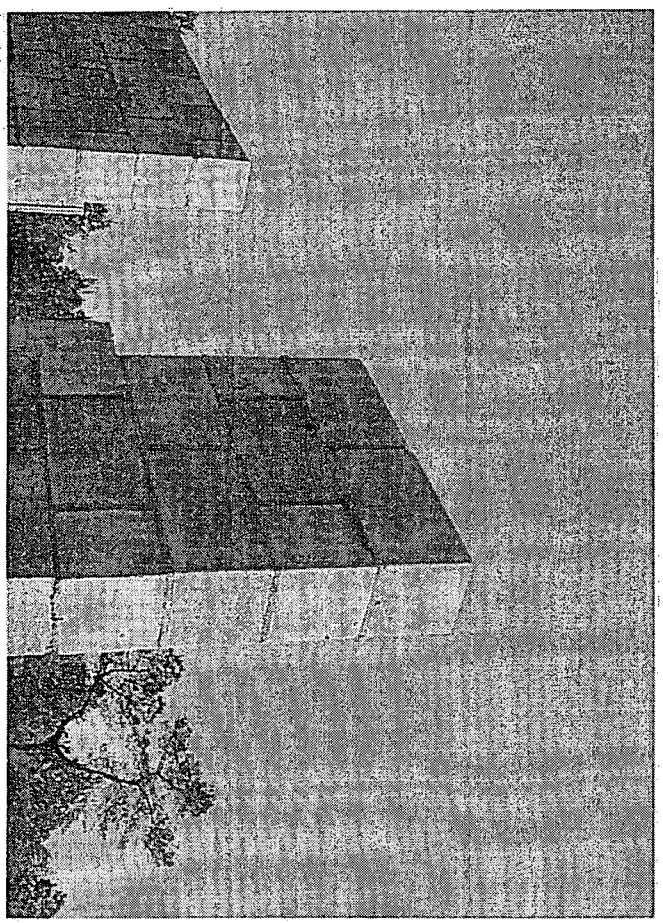


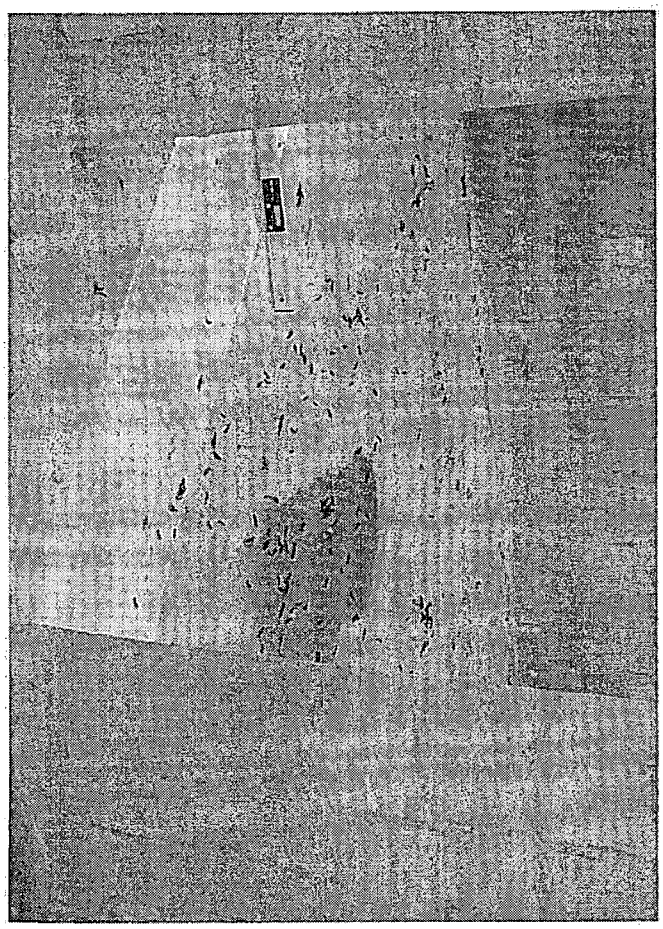












Appraisal Services of SC, Inc

P. O. Box 1385
Summerville, SC 29484

843 875-1487
843 851-0323
ecarter@asosc.com

04/26/2006

G. Waring Parker, Esq.
Chellis & Frampton, P.A.
Post Office Box 430
Summerville, SC 29484

Re: Lot 20, Eagle Harbor, Phase II further identified by postal address:
1104 Saddlehorn Rd, Summerville, SC 29483

Dear Mr. Parker:

At your request, we have prepared an appraisal for the above referenced property. The purpose of this appraisal is to estimate the market value of the subject property's fee simple interest as an aid in determining contractual losses. This appraisal is intended for the use of the client and the client's advisorsassigns.

The accompanying summary report of a complete appraisal has been completed in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and applicable Federal regulations.

The attached report details the scope of the appraisal, level of reporting, definition of value, valuation methodology, and pertinent data researched and analyzed in the development of this appraisal.

We certify that we have no present or contemplated future interest in the property beyond this estimate of value. Your attention is directed to the Limiting Conditions and Assumptions, located on page 49. Acceptance of this report constitutes an agreement with these conditions and assumptions.

Table of Contents

Summary of Salient Facts 6
Important Considerations 6
Appraisal Specifics 6
Appraisal Purpose 6
Intended Use 7
Intended User(s) 7
Market Value Definition 7
Three-Year Sale History 7
Current Listing/Pending Contracts 8
Appraisal Scope 9
Limiting Conditions and Assumptions 11
Area Analysis 13
Property Description 15
Site Plan 16
Flood Map 17
Subject Photographs 18
Assessment & Taxes 21
Assessment Analysis 21
Zoning Analysis 22
Additional Regulations 22
Definition of Highest and Best Use 23
Highest and Best Use as Vacant ("As Though Vacant") 23
Highest and Best Use as Improved 24
Valuation Methodology 25
Sales Comparison Approach 27
Comparable Sales 2001 28
Comparable Sales 2002 29
Comparable Sales 2003 29
Comparable Sales 2004 31
Comparable Sales 2005 33
Comparable Sales 2006 34
Eagle Harbor Comparable Sales Analysis 38
Market Area Comparable Sales Analysis 40
Value Conclusion 42
Certification Statement 45
License 46
Resume 47
Limiting Conditions and Assumptions 49
Zoning Map 51
Wetlands Overlay 52
Deed 53
Tax Card 56

Summary of Salient Facts

Subject Property:	1104 Saddlehorn Rd
Property Overview:	Site Size: 7.681 Acres total, Property Type: Residential Subdivision Lot
Interest Appraised:	This appraisal considers the subject's fee simple interest in the land only. The improvements are not part of the appraisal.
Highest and Best Use Land As Vacant:	Residential
Highest and Best Use As Improved:	Residential
Zoning:	Flex-1
Assessment, Ratio and Equalized Assessment:	The subject's tax identification is TMS # 194-00-02-122. The assessed value of the subject is $112,000 land only and the annual tax bill is $879.81 land only.
Sales Comparison Approach:	See page 40
Reconciled Value:	See page 40
Extraordinary Assumptions:	See scope of work
Hypothetical Conditions:	See scope of work

Important Considerations

This appraisal considers the land only and not the improvements thereon.

Appraisal Specifics

Appraisal Purpose

The purpose of this appraisal is to estimate the market value of the subject property under various hypothetical conditions and extraordinary assumptions. These are detailed in the attached Engagement Letter.

prepared by William M. Ferguson, dated July 25, 2002 and recorded September 26, 2002 in Plat Book P, Page 281-A.

Current Listing/Pending Contracts

Subject property is not currently offered for sale and has no pending sales contract.

market area. In addition to market data developed in the course of previous appraisal work and retained in the appraiser(s) work files, other sources of information include:

- MLS
- Commercial Realtors
- Property Managers
- Commercial Contractors

Where warranted, market data has been confirmed by a party to the transaction, or other reliable source.

The Type and Extent of Analysis:

Cost Approach: In this case, the cost approach is not applicable or necessary for a credible appraisal and has not been developed.

Sales Comparison Approach: This approach is applicable, necessary and has been fully developed.

Income Approach: In this case, the income approach is not applicable or necessary for a credible appraisal and has not been developed.

Appraisals are based on the data available at the time the assignment is completed. Amendments/modifications to appraisals based on new information made available after the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

The city encompasses an area of approximately 50 square miles. Winters are mild, while the summers are warm. The average annual temperature is 65 degrees Fahrenheit. Minimum temperature in July is 90 degrees. The area offers sunshine 65 percent of the time. Average rainfall is 51.59 inches.

The town of Summerville, situated on a pine-forested ridge, was first inhabited in the late 1700's as Charlestonians and other inhabitants of the SC Low country sought respite from the summer heat, mosquitoes and disease. From May to September plantation families along the nearby Ashley River and other coastal areas, headed for higher elevation to live temporarily or "maroon," in the tiny forest colony soon dubbed Summerville. Other pioneer residents descended from those 1696 puritans who settled the nearby former colonial settlement of Dorchester, endowing Summerville with a heritage spanning three centuries.

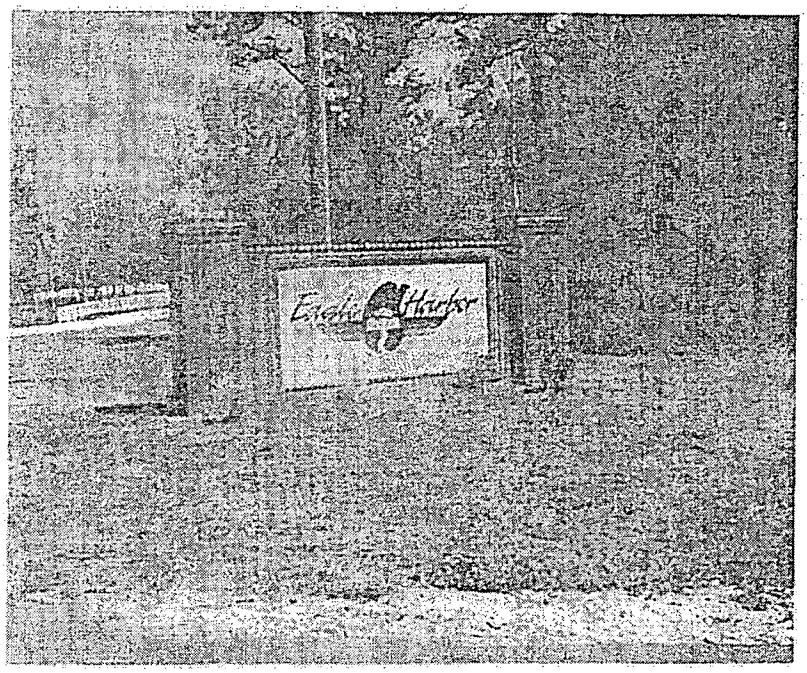
The town's population remained around 3,000 for nearly a century, not reaching 6,000 until the late 1970's. Then, as a bedroom community for the larger urban centers in the area, the charm of Summerville resulted in a doubling of the population in the 1980's. It continues to attract families, business people and military personnel, all looking for a quality of life that has long since disappeared in cities. The 2000 Census declared that the Town of Summerville's population was 27,752. Several large developments are planned for the area and numerous subdivisions are under development.

Subject is located in Eagle Harbor Subdivision. Eagle Harbor is a gated, private subdivision with Covenants and Restrictions. Currently, there is no public water or sewer available.

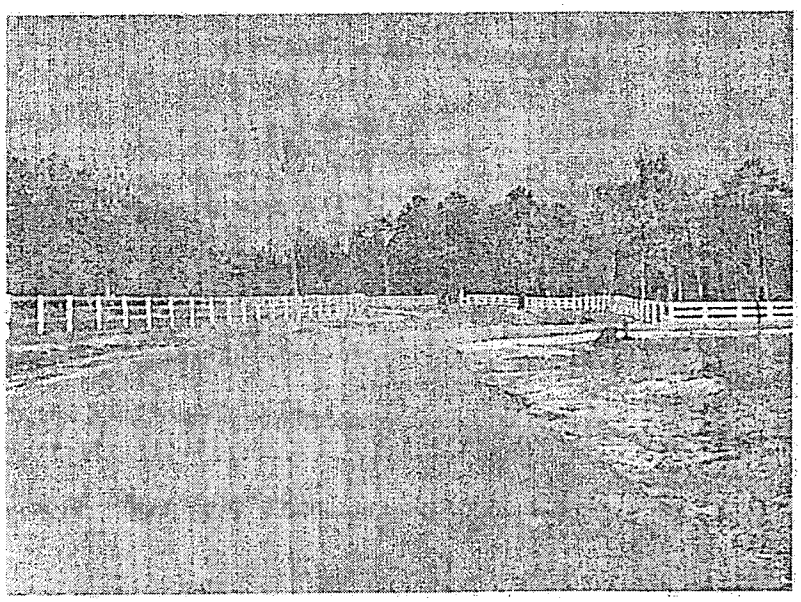
Site Plan

TMS 194-00-02-031
BELINDA FOX
LOT 21
SANITARY SEWER SEPTIC
DRAIN FIELD EASEMENTS
74,818 SQ.FT.
1.718 AC.
Subject
LOT 20
342,417 SQ.FT.
7.861 AC.
LOT 19
342,414 SQ.FT.
7.861 AC.
T. M. S.
194-00-02-031
BELINDA FOX
LOT 18
471,137 SQ.FT.
10.816 AC.
TMS 194-00-02-015
HERBERT & BERTHEA FORD
TMS 194-00-02-030
LEGARE D. WARREN
LOT 1
242,118 SQ.FT.
5.558 AC.
T. M. S.
TROY & SARAH WINN
194-00-02-073
LOT 2
136,749 SQ.FT.
3.139 AC.
LOT 3
130,294 SQ.FT.
2.991 AC.
(NON BUILDABLE LOT)
LOT 4
134,985 SQ.FT.
3.099 AC.
APPROVAL FOR SEWER FORCE MAIN CROSSINGS OF STATE ROAD IS RESPONSIBILITY OF EAGLE HARBOR INCORPORATED
TMS 194-00-02-014
TMS 194-00-02-048
TMS 194-00-02-047
TMS 178-00-03-051
EAGLE HARBOR INCORPORATED
SADDLEHORN ROAD
PRIVATE 50' INGRESS-EGRESS & GENERAL UTILITY EASEMENTS
26,042 SQ.FT.
0.598 AC.
HANEY BRANCH ROAD
EAGLE HARBOR LANE
Berkeley County Planning Commission
Final Plat Approval
Chair
Date
DEDICATION STATEMENT OF SANITARY SEWER FORCEMAIN & DRAIN FIELD EASEMENTS
FOR THE BENEFIT OF LOTS 1, 2, 4, 7, 18, 19 & 20, BY THE RECORDING OF THIS PLAT, I HEREBY DEDICATE THE SANITARY SEWER FORCEMAIN EASEMENTS SHOWN HEREON TO PURCHASERS AND SUCCESSORS IN INTEREST OF LOTS 1, 2, 4, 7, 18, 19 &
EAGLE HARBOR INCORPORATED
DANNY L. GILBERT, CEO
DELINDA FOX, PROPERTY OWNER
DR. TROY WINN, PROPERTY OWNER
I, William M. Ferguson, a Professional Land Surveyor of the State of South Carolina, hereby state that to the best of my knowledge, information, and belief, the survey shown herein was made in accordance with the requirements of Minimum Standards Manual for the Practice of Land Surveying in South Carolina, and meets or exceeds the requirements for a Class A survey as specified therein.
WILLIAM M. FERGUSON
LAND SURVEYOR
S.C. Reg. No. 17223
9-20-02
200 100 0 200 400 600
SCALE IN FEET

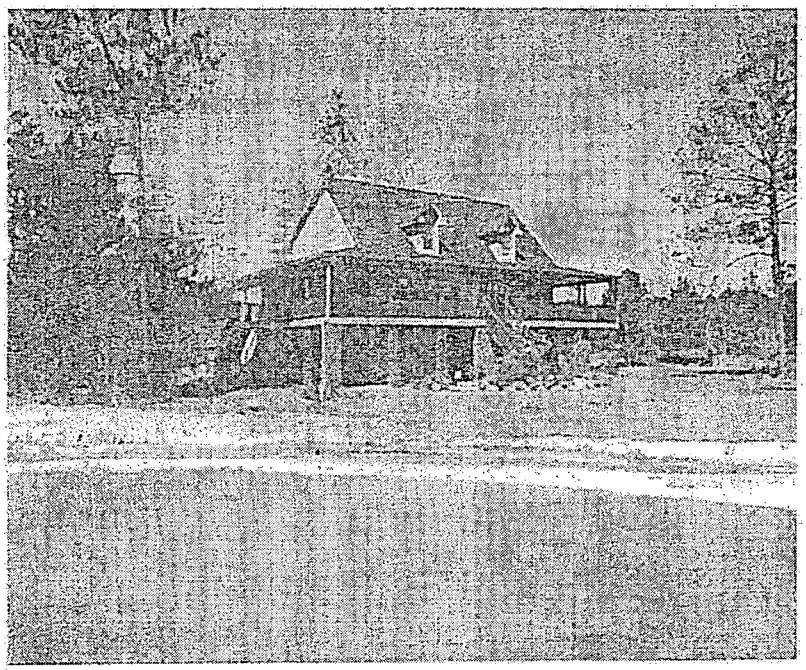
Subject Photographs



Entrance to subdivision



Entrance Road



Subject improvement which is not part of the appraisal

Looking from cul-de-sac toward southern boundary of subject property.

Zoning Analysis

District:	Flex-1-Agricultural District
Conforming:	The subject property is a conforming use.
***Applicable* Permitted Uses:**	• Agricultural uses • Recreation uses • Institutional uses • Industrial uses • Residential uses
Minimum Standards:	
Size:	.69 acre minimum
Road Frontage:	20 feet
Front Setback:	35 feet.
Side Setback:	15 feet
Rear Setback:	30 feet
Building Height:	35 feet maximum to the eave of the structure
Parking:	Off-street parking requirements

Additional Regulations

Declaration of Covenants, Conditions and Restrictions for Eagle Harbor were recorded 02/03/2003 in Berkeley County Register of Deeds Office, Book 3125, Pages 178-228. There are later recorded versions; however, the 02/03/2003 version was in effect for the retrospective dates of this appraisal. They are not attached to this appraisal but are part of the work file located at Appraisal Services of SC, Inc.

Physically Possible

Size, shape, area, soils, and topography affect the uses to which a site may be physically developed. The utility of a parcel may depend on its frontage and depth. Irregularly shaped parcels may cost more to develop and, when developed, may have less utility than a rectangular parcel.

The parcel is of sufficient size for a variety of uses including agriculture, recreation, institutional or residential. Based on an inspection of the land and the site description as outlined in this report, there are no known physical restraints, minus the lowlands, which inhibit development of the site.

Legally Permissible

After considering those uses that are physically possible, the uses that are legally permissible were considered. *Except in rare circumstances, a change in zoning would not be considered unless it could be shown that a zoning change was reasonably probable in the foreseeable future.*

The subject site is zoned Flex-1. Based on the zoning for the subject land, the use that is legally permissible is limited by the Covenants and Restrictions.

Financially Feasible

The next analysis involves consideration of those uses that have been determined to be physically possible and legally permissible to determine which are financially feasible. As outlined under Legally Permissible, the site could be used for homes.

Maximally Productive

The appraisers have considered from among the uses outlined above, those uses which would return the highest net present value to the land over the long term.

Based on that analysis, the highest and best use of the subject land "as though vacant" is for residential development per the Covenants and Restrictions.

Highest and Best Use as Improved

The property was analyzed based on its present improvements which are for residential. Based on a review of the highest and best use "as though vacant", the use of the subject as improved is compatible with that use. Therefore, the highest and best use of the subject property "as though vacant" and "as improved" are consistent.

- Income Approach: In this case, the income approach is not applicable or necessary for a credible appraisal and has not been developed.

Comparable Sales 2001

Comp 1 is a comparable land sale on Soaring Way in Eagle Harbor. It is described as Lot 8, Phase 1, TMS # 178-00-03-070. It is a rectangular lot of 1.71 acres. Sale was closed on 11/12/2001 for $21,916. Sale was recorded in Deed Book 2487, Page 236-Plat Cabinet P, Slide 107E. The grantor was Gerry D. Fox and the grantee was Jimmy H. & Kimberly A. Thigpen. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $27,400. It appears to be all highlands with a per acre sale price of $12,816.

Comp 2 is a comparable land sale on Soaring Way in Eagle Harbor. It is described as Lot 9, Phase 1, TMS # 178-00-03-071. It is a rectangular lot of 1.71 acres. Sale was closed on 11/16/2001 for $21,916. Sale was recorded in Deed Book 2500, Page 174-Plat Cabinet P, Slide 107E. The grantor was Gerry D. Fox and the grantee was Albert H. & Christine M. Isom. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $27,400. It appears to be all highlands with a per acre sale price of $12,816.

Comp 3 is a comparable land sale on Soaring Way in Eagle Harbor. It is described as Lot 1, Phase 1, TMS # 194-00-02-106. It is a rectangular, corner lot of 1.86 acres. Sale was closed on 11/16/2001 for $23,416. Sale was recorded in Deed Book 2660, Page 13-Plat Cabinet P, Slide 107E. The grantor was Gerry D. Fox and the grantee was William D. Johnson. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $29,800. It appears to be all highlands with a per acre sale price of $12,589.

Comp 4 is a comparable land sale on Soaring Way in Eagle Harbor. It is described as Lot 6, Phase 1, TMS # 178-00-03-068. It is a rectangular lot of 2.00 acres. Sale was closed on 11/16/2001 for $24,816. Sale was recorded in Deed Book 2500, Page 194-Plat Cabinet P, Slide 107E. The grantor was Gerry D. Fox and the grantee was Avonne Beaver. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $32,000. It appears to be all highlands with a per acre sale price of $12,408.

Comp 5 is a comparable land sale on Soaring Way in Eagle Harbor. It is described as Lot 7, Phase 1, TMS # 178-00-03-069. It is a rectangular lot of 1.87 acres. Sale was closed on 11/16/2001 for $13,916. Sale was recorded in Deed Book 2566, Page 281-Plat Cabinet P, Slide 107E. The grantor was Gerry D. Fox and the grantee was Donald Gilbert. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $33,000. It appears to be all highlands with a per acre sale price of $7,442.

Comp 6 is a comparable land sale on Soaring Way in Eagle Harbor. It is described as Lot 2, Phase 1, TMS # 194-00-02-107. It is a rectangular lot of 1.86 acres. Sale was closed on 11/16/2001 for $23,316. Sale was recorded in Deed Book 2566, Page 253-Plat Cabinet P, Slide 107E. The grantor was Gerry D. Fox and the grantee was Kelly & Lori Gibson. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $29,800. It appears to be all highlands with a per acre sale price of $12,535.

Comp 7 is a comparable land sale on Soaring Way in Eagle Harbor. It is described as Lot 3, Phase 1, TMS # 194-00-02-108. It is a rectangular lot of 1.85 acres. Sale was closed

closed on 02/17/2003 for $36,851. Sale was recorded in Deed Book 3172, Page 109-Plat Cabinet P, Slide 281A. The grantor was Troy L. Winn and the grantee was Robert A. Newton. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $34,400. It appears to be all highlands with a per acre sale price of $16,000.

Comp 14 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 14, Phase II, TMS # 194-00-02-116. It is a rectangular lot of 5.39 acres. Sale was closed on 03/06/2003 for $78,257. Sale was recorded in Deed Book 3181, Page 277-Plat Cabinet P, Slide 281A. The grantor was Belinda Fox and the grantee was Randolph C. Evans. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $86,200. It appears to be all highlands with a per acre sale price of $14,519.

Comp 15 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lots 2 & 3, Phase II, TMS # 194-00-02-124 & 125. It is a rectangular lot of 6.13 acres. Sale was closed on 03/03/2003 for $90,000. Sale was recorded in Deed Book 3170, Page 43-Plat Cabinet P, Slide 281A. The grantor was Eagle Harbor, Inc. and the grantee was L & L Contracting, Inc. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $98,000. It appears to be all highlands with a per acre sale price of $14,681.

Comp 16 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 13, Phase II, TMS # 194-00-02-115. It is a rectangular lot of 2.04 acres. Sale was closed on 04/01/2003 for $16,304. Sale was recorded in Deed Book 3251, Page 134-Plat Cabinet P, Slide 281A. The grantor was Belinda Fox and the grantee was Doug Cotton. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $32,600. It appears to be all highlands with a per acre sale price of $7,992.

Comp 17 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 7, Phase II, TMS # 194-00-02-129. It is a rectangular lot of 1.91 acres. Sale was closed on 03/10/2003 for $34,326. Sale was recorded in Deed Book 3187, Page 232-Plat Cabinet P, Slide 281A. The grantor was Troy L. & Sarah C. Winn and the grantee was Charles H. Crosby. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $30,600. It appears to be all highlands with a per acre sale price of $17,972.

Comp 18 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 9A, Phase II, TMS # 194-00-02-131. It is a rectangular lot of 2.14 acres. Sale was closed on 03/21/2003 for $37,843. Sale was recorded in Deed Book 3216, Page 214-Plat Cabinet P, Slide 354B. The grantor was Troy L. & Sarah C. Winn and the grantee was Dee Dee Cox. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $34,200. It appears to be all highlands with a per acre sale price of $17,684.

Comp 19 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 9B, Phase II, TMS # 194-00-02-142. It is a rectangular lot of 2.14 acres. Sale was closed on 003/27/2003 for $36,660. Sale was recorded in Deed Book 3324, Page 98-Plat Cabinet P, Slide 354B. The grantor was Troy L. & Sarah C. Winn and the grantee was Stephan & Audrey Griebe. Currently it is assessed by Berkeley County for Ad Valorem

Jeremy Lee Baker. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $21,500. It appears to be all highlands with a per acre sale price of $15,487.

Comp 26 is a comparable land sale on Yearling Drive in Eagle Harbor. It is described as Lot 7, Phase III, TMS # 178-00-03-090. It is a rectangular lot of 2.99 acres. Sale was closed on 09/23/2004 for $50,830. Sale was recorded in Deed Book 4265, Page 76-Plat Cabinet Q, Slide 250B. The grantor was Metro Contracting, Inc. and the grantee was Sondra B. Baxter. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $47,800. It appears to be all highlands with a per acre sale price of $17,000.

Comp 27 is a comparable land sale on Yearling Drive in Eagle Harbor. It is described as Lot 8, Phase III, TMS # 178-00-03-091. It is a rectangular lot of 2.37 acres. Sale was closed on 09/24/2004 for $44,500. Sale was recorded in Deed Book 4265, Page 37-Plat Cabinet Q, Slide 250B. The grantor was Metro Contracting, Inc. and the grantee was Karen Lynn Driggers. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $37,900. It appears to be approximately 2.0 acres highlands and .37 acre lowlands with a per acre sale price of $18,776.

Comp 28 is a comparable land sale on Yearling Drive in Eagle Harbor. It is described as Lot 3, Phase III, TMS # 178-00-03-086. It is a rectangular lot of 2.53 acres. Sale was closed on 09/29/2004 for $40,315. Sale was recorded in Deed Book 4276, Page 101-Plat Cabinet Q, Slide 250-B. The grantor was Metro Contracting, Inc. and the grantee was Travis V. Hollifield. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $24,000. It appears to be all highlands with a per acre sale price of $15,935.

Comp 29 is a comparable land sale on Yearling Drive in Eagle Harbor. It is described as Lot 4, Phase III, TMS # 178-00-03-087. It is a rectangular lot of 2.27 acres. Sale was closed on 10/05/2004 for $35,585. Sale was recorded in Deed Book 4276, Page 251-Plat Cabinet Q, Slide 250B. The grantor was Metro Contracting, Inc. and the grantee was Billy C. Hollifield. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $21,600. It appears to be all highlands with a per acre sale price of $15,676.

Comp 30 is a comparable land sale on Yearling Drive in Eagle Harbor. It is described as Lot 2, Phase III, TMS # 178-00-03-085. It is a rectangular lot of 3.33 acres. Sale was closed on 10/18/2004 for $58,100. Sale was recorded in Deed Book 4328, Page 203-Plat Cabinet Q, Slide 250B. The grantor was Metro Contracting, Inc. and the grantee was Frederick G. Hall, Jr. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $28,300. It appears to be approximately 3.0 acres highlands and .33 acre lowlands with a per acre sale price of $17,447.

Comp 31 is a comparable land sale on Yearling Drive in Eagle Harbor. It is described as Lot 5, Phase III, TMS # 178-00-03-088. It is a rectangular lot of 2.16 acres. Sale was closed on 10/27/2004 for $33,000. Sale was recorded in Deed Book 5227, Page 158-Plat Cabinet Q, Slide 250B. The grantor was Metro Contracting, Inc. and the grantee was Stanley K. Hollifield. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $20,500. It appears to be all highlands with a per acre sale price of $15,278.

Inc. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $34,200. It appears to be all highlands with a per acre sale price of $23,364.

Comp 38 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 12B2, Phase II, TMS # 194-00-02-158. It is a rectangular lot of 2.00 acres. Sale was closed on 03/21/2005 for $44,271. Sale was recorded in Deed Book 4605, Page 269-Plat Cabinet Q, Slide 324A. The grantor was Belinda Fox and the grantee was Richard Mullenniex. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $32,200. It appears to be approximately 1.4 acres highlands and .6 acre lowlands with a per acre sale price of $22,135.

Comp 39 is a comparable land sale on Yearling Drive in Eagle Harbor. It is described as Lot 1, Phase III, TMS # 178-00-03-084. It is a rectangular lot of 6.49 acres. Sale was closed on 03/30/2005 for $119,000. Sale was recorded in Deed Book 4632, Page 68-Plat Cabinet Q, Slide 250B. The grantor was Metro Contracting, Inc. and the grantee was B. H. Smoak. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $48,700. It appears to be approximately 3.49 acres highlands and 3.00 acres lowlands with a per acre sale price of $18,336.

Comp 40 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 19, Phase 2, TMS # 194-00-02-121. It is a rectangular lot of 7.86 acres. Sale was closed on 05/10/2005 for $148,000. Sale was recorded in Deed Book 4700, Page 322-Plat Cabinet P, Slide 281A. The grantor was Gary H. Bell, Jr. and the grantee was Grieco Development, LLC. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $110,000. It appears to be all highlands with a per acre sale price of $18,830.

Comp 41 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 11, Phase II, TMS # 194-00-02-133. It is a rectangular lot of 4.95 acres. Sale was closed on 12/01/2005 for $100,000. Sale was recorded in Deed Book 5205, Page 210-Plat Cabinet P, Slide 281A. The grantor was R. B. Brown and the grantee was Philip R. Davey Trust. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $79,200. It appears to be approximately 2.95 acres highlands and 2.00 acres lowlands with a per acre sale price of $20,202.

Comp 42 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 8, Phase II, TMS # 194-00-02-130. It is a rectangular lot of 2.25 acres. Sale was closed on 06/07/2005 for $56,250. Sale was recorded in Deed Book 4770, Page 8-Plat Cabinet P, Slide 281A. The grantor was Dennis L. & Jeannene A. Ondrasek and the grantee was Randolph C. Evans. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $36,000. It appears to be all highlands with a per acre sale price of $25,000.

Comparable Sales 2006

Comp 43 is a comparable land sale on Saddlehorn Road in Eagle Harbor. It is described as Lot 12B2, Phase II, TMS # 194-00-02-158. It is a rectangular lot of 2.00 acres. Sale was closed on 01/24/2006 for $79,900. Sale was recorded in Deed Book 5318, Page 217-

approximately 3.24 acres highlands and .81 acre lowlands with a per acre sale price of $19,753.

Comp 49 is a comparable land sale on Mockingbird Lane near Highway 176. It is described as Lot 11, TMS # 194-00-01-032. It is a rectangular lot of 3.53 acres. Sale was closed on 12/09/2003 for $25,500. Sale was recorded in Deed Book 3742, Page 18-Plat Cabinet P, Slide 383. The grantor was Linda Mitchell and the grantee was Mike Tumblin. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $21,200. It appears to be approximately 2.00 acres highlands and 1.53 acres lowlands with a per acre sale price of $7,224.

Comp 50 is a comparable land sale on Haney Branch Road near Eagle Harbor. It is described as Tract B, TMS # 194-00-02-022. It is a long, slender lot of 4.05 acres. It is divided into two parcels by Haney Branch Road. Sale was closed on 05/06/2004 for $10,000. Sale was recorded in Deed Book 3986, Page 45-Plat Cabinet X, Slide 114. The grantor was Randolph T. Esau and the grantee was Anthony M. Lemon. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $26,300. It appears to be approximately 3.65 acres highlands and .40 acre lowlands with a per acre sale price of $2,469.

Comp 51 is a comparable land sale on Leisure Drive in Leisure Estates. It is described as Lot 6, TMS # 194-00-02-150. It is a rectangular lot of 7.09 acres. Sale was closed on 03/01/2005 for $86,500. Sale was recorded in Deed Book 4550, Page 76-Plat Cabinet Q, Slide 333-I. The grantor was Five Star Properties and the grantee was James E. Hester. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $11,300. It appears to be approximately 5.67 acres highlands and 1.50 acres lowlands with a per acre sale price of $12,200.

Comp 52 is a comparable land sale on Hazelwood Drive near Highway 176. It is described as Lot 62 TMS # 194-00-03-133. It is a rectangular lot of 1.00 acres. Sale was closed on 01/07/2005 for $5,000. Sale was recorded in Deed Book 4478, Page 132-Plat Cabinet Q, Slide 294-F. The grantor was Joan Baxley and the grantee was Vincent D. Traeye. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $6,500. It appears to be approximately .50 acre highlands and .50 acre lowlands with a per acre sale price of $5,000.

Comp 53 is a comparable land sale on Sheep Island Road in the Sheep Island area. It is described as Lot B, Tract B, TMS # 194-00-03-110. It is a rectangular lot of 4.75 acres. Sale was closed on 03/17/2005 for $65,500. Sale was recorded in Deed Book 4700, Page 60-Plat Cabinet O, Slide 209-D. The grantor was William Specialty MTG, LLC and the grantee was Barry L. Middleton. Currently it is assessed by Berkeley County for Ad Valorem tax purposes at $18,100. It appears to be approximately 2.75 acres highlands and 2.00 acres lowlands with a per acre sale price of $13,789

Comp 54 is a comparable land sale on Leisure Drive in Leisure Estates. It is described as Lot 7, TMS # 194-00-02-151. It is a rectangular lot of 7.95 acres. Sale was closed on

Published

Eagle Harbor Comparable Sales Analysis

Wetland acreages versus lowland acreages for comparables were estimated from the Berkeley County GIS Mapping Service, National Wetlands Inventory overlay (SCDNR) and in no way are represented as exact. Exact acreages can only be determined by a Wetlands Delineation Survey, which this appraiser is not qualified to perform. Estimates of wetland acreages are presented for comparison purposes only and are useful in determining if there is a difference in value between highlands and lowlands.

Scope of work (attached) requires the appraiser to determine values as of various specified historic dates. This is a retrospective value opinion.

There were 7 sales of lots in Eagle Harbor in calendar year 2001 included in the analysis. The smallest lot was 1.71 acres and the largest was 2.00 acres. All sold at approximately the same value per acre with the exception of comp 5, which sold for considerably less per acre. It is impossible to determine the exact reason for this, so it is excluded, leaving us with 6 sales from a low of $12,408 per acre and a high of $12,816 per acre. The average price per acre was $12,628 and the median price was $12,596.

There were 5 sales of lots in Eagle Harbor in calendar year 2002 included in the analysis. The smallest lot was 1.71 acres and the largest was 10.82 acres. They sold from a low of $12,875 per acre to a high of $19,928 per acre. The average price for the five lots was $15,135 and the median price was $13,023.

There were10 sales of lots in Eagle Harbor in calendar year 2003 included in the analysis. The smallest lot was 1.91 acres and the largest was 7.86 acres. All sold at approximately the same value per acre with the exception of comp 16, which sold for considerably less per acre. Again, it is impossible to determine the exact reason for this, so it is excluded, leaving us with 9 sales from a low of $11,691 per acre and a high of $17,972 per acre. The average price per acre was $15,493 and the median price was $15,761.

There were 13 sales of lots in Eagle Harbor in calendar year 2004 included in the analysis. The smallest lot was 1.71 acres and the largest was 5.33 acres. They sold from a low of $14,952 per acre to a high of $21,637 per acre. The average price per acre was $17,102 and the median price was $17,000.

There were 7 sales of lots in Eagle Harbor in calendar year 2005 included in the analysis. The smallest lot was 2.00 acres and the largest was 7.86 acres. All sold at approximately the same value. The 7 sales range in sale price from a low of $18,336 per acre to a high of $25,000 per acre. The average price per acre was $21,215 and the median price was $20,636.

To date, there have been 3 sales of lots in Eagle Harbor in calendar year 2006 found by the appraiser. The smallest lot was 2.00 acres and the largest was 4.06 acres. The 3 sales range in sale price from a low of $32,512 per acre to a high of $47,258 per acre. The average price per acre was $39,907 and the median price was $39,950.

Market Area Comparable Sales Analysis

Of the 11 non Eagle Harbor sales we located in the immediate vicinity, 2 were in 2002, 2 in 2003, 1 in 2004, 4 in 2004, 4 in 2005 and 2 in 2006. In 2002 the average per acre sale price was $3,082, in 2003 $13,488, in 2004 $2,469, in 2005 $11,094 and in 2006 to date $27,410. Comps 51 and 54 are most comparable to our subject in that they are located in a newly developed subdivision, Leisure Estates, very near the subject. There per acre sales price in 2005 was $12,200 with approximately 21% wetlands and $13, 836 with approximately 15% wetlands respectfully.

Of the 9 remaining non Eagle Harbor sales, comps 46, 48 and 50 are divided by Haney Branch Road and are not considered valid comparables. Comp 47 is 25 acres in size, will not perk, suffers from regression and would not be considered comparable. Comp 49 closed on 12/09/2003 and is dated. The remaining 4 comps average $18,402 per acre with all 4 properties having some lowlands. The dates of sale for the 4 properties are from January 2005 to January 2006.

Additionally, we analyzed the seven sales of vacant lots in Stone Gate Subdivision. All sales closed in the last year. Stone Gate is a new subdivision in the New Hope area of Berkeley County. It is similar to Eagle Harbor in that it is a gated community with covenants and restrictions. The roads are paved and septic permits are available. All of the lots are advertised as "high ground". The 7 sales range in size from a low of 2.23 acres to a high of 2.99 acres. The average per acre sale price was $51,504. Stone Gate would be considered a superior subdivision to Eagle Harbor.

We also did an analysis of a subdivision known as Autumn Creek. It is very close to Eagle Harbor, has covenants and restrictions but is not gated. At present, the roads are unpaved and there are no utilities. The lots are advertised as "high". We identified 4 sales in 2003 ranging in size from a low of 2.6 acres to a high of 4 acres. The average per acre sale price was $14,558. We identified 3 sales in 2004 ranging in size from a low of 3.0 acres to a high of 4.5 acres. The average per acre sale price was $19,429. We identified 3 sales in 2005 ranging in size from a low of 3.0 acres to a high of 4.0 acres. The average per acre sale price was $23,721. In 2006, to date, we have identified 3 sales ranging in size from a low of 3.4 acres to a high of 4.4 acres. The average per acre sale price was $28,197.

Value Conclusion

Based on the data and analyses developed in this appraisal, we have reconciled to the following retrospective values as requested in the attached scope of work.

1. What is the value of the entire 7.86 acre tract as of December 3, 2003, if in fact this property had been properly sub-dividable into three separate residential lots, with each estimated two acre tract being fully capable of use as a single family residence?

In order to address this question, we need a sale of approximately 2 acres of high land. A comparable sample would be comps 1, 2, 4, 13, 18, 24 and 25, all of which are highlands only:

Comp 1 is 1.71 acres and sold 11/20/2001 for $12,816 per acre. Adjusting at 1.8% per month gives us a retrospective value as of 12/01/2003 of $18,670 per acre.

Comp 2 is 1.71 acres and sold 11/16/2001 for $12,816 per acre. Adjusting at 1.8% per month gives us a retrospective value as of 12/01/2003 of $18,670 per acre.

Comp 4 is 2.00 acres and sold 11/16/2001 for $12,408 per acre. Adjusting at 1.8% per month gives us a retrospective value as of 12/01/2003 of $18,076 per acre.

Comp 13 is 2.15 acres and sold 02/17/2003 for $16,000 per acre. Adjusting at 1.8% per month gives us a retrospective value as of 12/01/2003 of $18,880 per acre.

Comp 18 is 2.14 acres and sold 03/21/2003 for $17,684 per acre. Adjusting at 1.8% per month gives us a retrospective value as of 12/01/2003 of $20,230 per acre.

Comp 24 is 1.71 acres and sold 07/20/2004 for $21,637 per acre. Adjusting at 1.8% per month gives us a retrospective value as of 12/01/2003 of $18,521 per acre.

Comp 25 is 2.26 acres and sold 08/27/2004 for $15,487 per acre. Adjusting at 1.8% per month gives us a retrospective value as of 12/01/2003 of $13,133.

Comps 18 & 25 are outside of the statistical mean and an acre value of would be considered reasonable. Therefore the retrospective value under the conditions of question 1 is $145,410.

2. What is the retrospective value of a 2 acre lot in Eagle Harbor on the following dates:

12/03/2003	$37,000
07/01/2004	$41,662
12/31/2004	$46,161
07/01/2005	$51,146
11/01/2005	$54,829
04/19/2006	$59,764

This is a straight line appreciation using a regression analysis chart.

The retrospective value of the 7.86 acre tract in Eagle Harbor on the following dates is as follows:

12/03/2003	$62,880
07/01/2004	$70,803
12/31/2004	$78,450
07/01/2005	$86,992
11/01/2005	$93,180
04/19/2006	$101,566

License

South Carolina
Real Estate Appraisers Board

EDWARD B. CARTER

Is hereby entitled to practice as a

Certified General Appraiser

License Number: CG 4057

Expires 06/30/2006
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Administrator

2006 Small Hotel/Motel Valuation, Appraisal Institute, Columbia, SC

Community Service

The Citadel Alumni Association-Elected District 1 Director (third term)
Summerville Citadel Club-Past President
Rotary Club of Summerville-Past President
Rotary district 7770-Assistant District Governor 2005-2006
Tri-County Regional Chamber of Commerce-Past President
The South Carolina Aviation Association-Past President
Veterans Trust Fund of SC-Board of Directors
First National Bank of SC-Board of Advisors

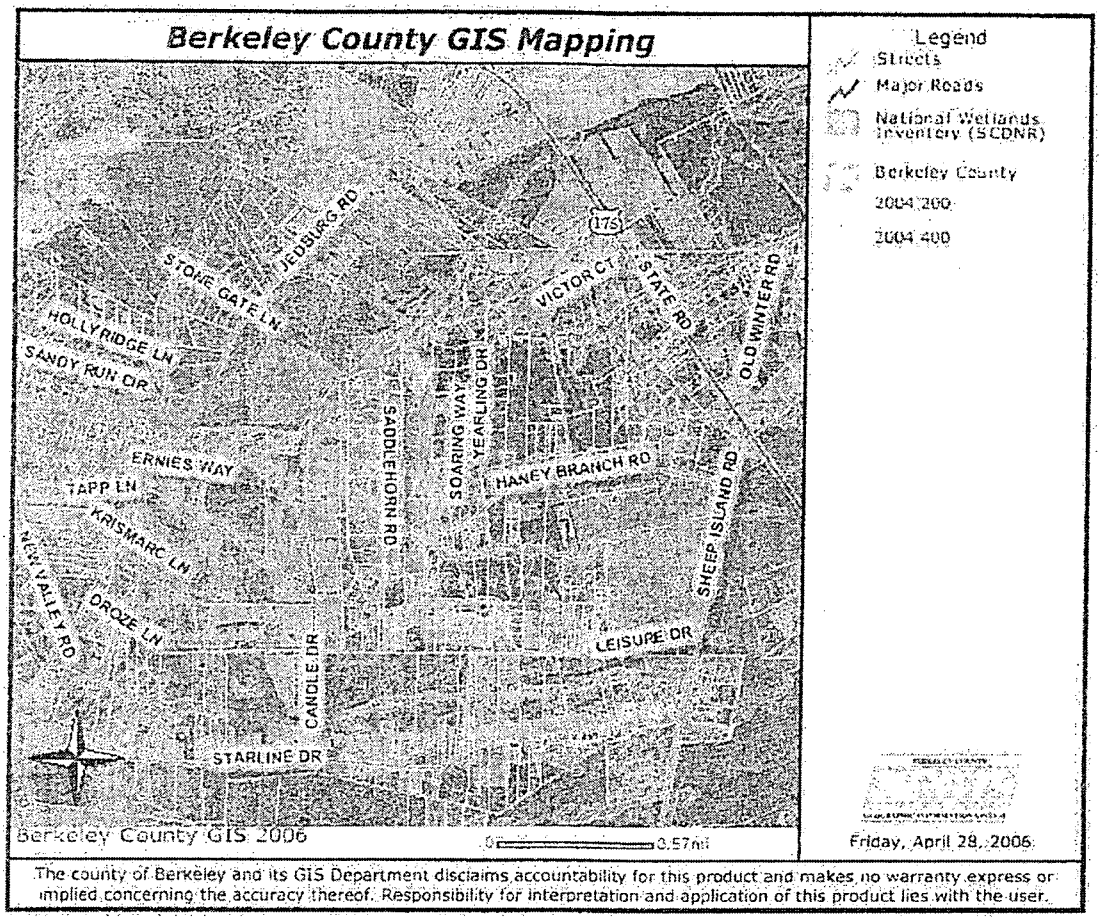
Appraisal Experience

I am currently affiliated with Appraisal Services of South Carolina. I am performing appraisals on commercial properties, residential properties, 2-4 family properties and vacant land for sales, refinancing, probate, divorce, insurance and tax purposes. Sample appraisals available upon request.

the appraisal was completed will be made, as soon as reasonably possible, for an additional fee.

Wetlands Overlay

Map Output



Wetlands Delineation

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
69A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

REPLY TO ATTENTION OF

November 7, 2005

Regulatory Division

Ronald and Diana Price
1104 Saddlehorn Road
Summerville, South Carolina 29483

Re: SAC 87-2005-2039-2
Berkeley County

Dear Mr. and Mrs. Price:

This is in response to your letter of September 20, 2005, requesting a wetland determination for a 7.86 acre tract located at the terminus of Saddlehorn Road, in Berkeley County, South Carolina. The project area is depicted on the survey plat you submitted which was prepared by Ashley Engineering & Surveying, Inc., dated October 20, 2004, and entitled "CLOSING SURVEY FOR DON PRICE & DIANA PRICE CITY OF GOOSE CREEK BERKELEY COUNTY, SOUTH CAROLINA."

I have depicted the approximate boundaries of wetlands and other waters of the United States on a copy of the plat referenced above. The property in question contains approximately 2 acres of federally defined freshwater wetlands or other waters. However, none of these aquatic resources are considered to be subject to the jurisdiction of this office due to a recent decision by the U.S. Supreme Court. The location and configuration of these areas, as well as their status relative to jurisdiction, are reflected on the plat referenced above.

It should be clearly noted that the decision of the U.S. Supreme Court to exclude certain waters and wetlands from federal jurisdiction under the Clean Water Act has no effect on any state or local government restrictions or requirements concerning aquatic resources, including wetlands. You are strongly cautioned to ascertain whether such restrictions or requirements exist for the area in question before undertaking any activity which might destroy or otherwise impact these wetland resources.

Based on an on-site inspection and a review of aerial photography and soil survey information, it has been determined that the boundaries shown on the referenced plat are a reasonable approximation of the location and boundaries of the wetlands or other waters found on this site. However, you are cautioned that this delineation is approximate, subject to change, and should be used for planning purposes only. In order for a more accurate determination to be provided, these areas should be surveyed and platted. Upon receipt of such a plat, this office can then issue a letter verifying the accuracy of the actual boundaries. Please note that this office does not require that these non-jurisdictional areas be surveyed.. However, if the landowner voluntarily wishes to obtain a more accurate determination or needs to perform this level of mapping due to the requirements of state or local governmental entities, we will provide a review and verification of this mapping upon request..

000039116 Bk:03723 PG:00202

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

PERSONALLY appeared before me the undersigned witness, who, being duly sworn, says that (s)he saw the within named Grantor sign, seal and deliver the within Deed; and that (s)he with the other witness whose signature appears above witnessed the execution thereof.

SWORN to before me, this
25 day of November, 2003.

Nancy M. Allen
Witness #1

Peggy S. Hearon (Seal)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 11-7-2012

PRICE 03-11-021
STATE OF SOUTH CAROLINA) AFFIDAVIT Date of Transfer of Title
) (Closing Date) November _ , 2003

Property Card


```
DATE  4/03/06            BERKELEY COUNTY, SOUTH CAROLINA            PAGE 1
TIME 14:25:00                      PROPERTY  CARD
194-00-02-122- -C TD 08 JUR 1 ASMD 302 20  ID BO CARD 1 OF 1 LOT   .00 ACRES    7.86
PRICE RONALD E AND DIANA R B            LOT 20  BLK     SEC      SUBD EAGLE HARBOR
1104 SADDLEHORN ROAD              PHASE II                        FEE    70.00
SUMMERVILLE              SC 29483  ZONING CODE: R-1
DIST    3 AREA    0  SUB    2  PROP ADDRESS: 01104   SADDLEHORN ROAD
-------------------------------------------------------------------------------
    6.86 07 5-10 ACRES              14000                 96000 AQ
    1.00 01 1 ACRE IMPROVED ON HIGHW 16000                16000 QR
-------------------------------------------------------------------------------
TYPE   LAND    BLDG. CT.     REMARKS:      TOTAL VALUE:    357,500 ASSMT    10,520
QR    16000   245500  1     NO CHG FOR 2004 REASS BO 8/03
QT                          SALES 11/03
AQ     1500                 ADDED NEW RES FOR 2005 BO 1/05
AC
MA    96000
-------------------------------------------------------------------------------
  1  001 RESIDENCE      2    2004   1517     2622  73.00    2500 191406 QR     193906
  1      GARAGE                              1568  22.00         34496 QR      34496
  1      PORCHES                             1424  12.00         17088 QR      17088

                          .......
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                         16:STOR :16            6:    :
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                     .....:.....:.....21........:     :
                     :    :                     :     :
       VINYL EXT     :    :                     :     :
                     :    :                     :     :
       CONP/GAB      :    :   TWO STORY         :     :
                     :    :                     :     :
       SLAB          :    :   RES               :     :
                     :    :                     :     :
                     :12  :22  ----------------:12   :
                     :    :                     :     :
                     :    :      !  BOTTOM GAR  :     :
                     :    :                     :     :
                     :    :-----!  CATH         :     :
                     :    :                     :     :
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                     :                                 :
                     :           PORCH       8         :
                     :                                 :
                     :.................................:
LF=   75.00  FF=   70.00  OTHER FEE =
PREV-OWNER:  FOX BELINDA                        FLD ID:     194-00-02-031
12/03/2003 11/25/2003 3723-200  CAB P -281A     $90,400  04/03/2006 WEB
-------------------------------------------------------------------------------
PREVIOUS OWNER INFO FOR TMS NUMBER 194-00-02-122
     PREVIOUS OWNER        RECORDED SALDTE   DEED PGE  PLAT   PGE     ACRE  SALE PR
PLAT RECORDED              20020926 20020920           CAB P  281A  1.0 LT        0
FOX BELINDA                20031203 20031125 3723 200  CAB P  281A    7.86    90400
```
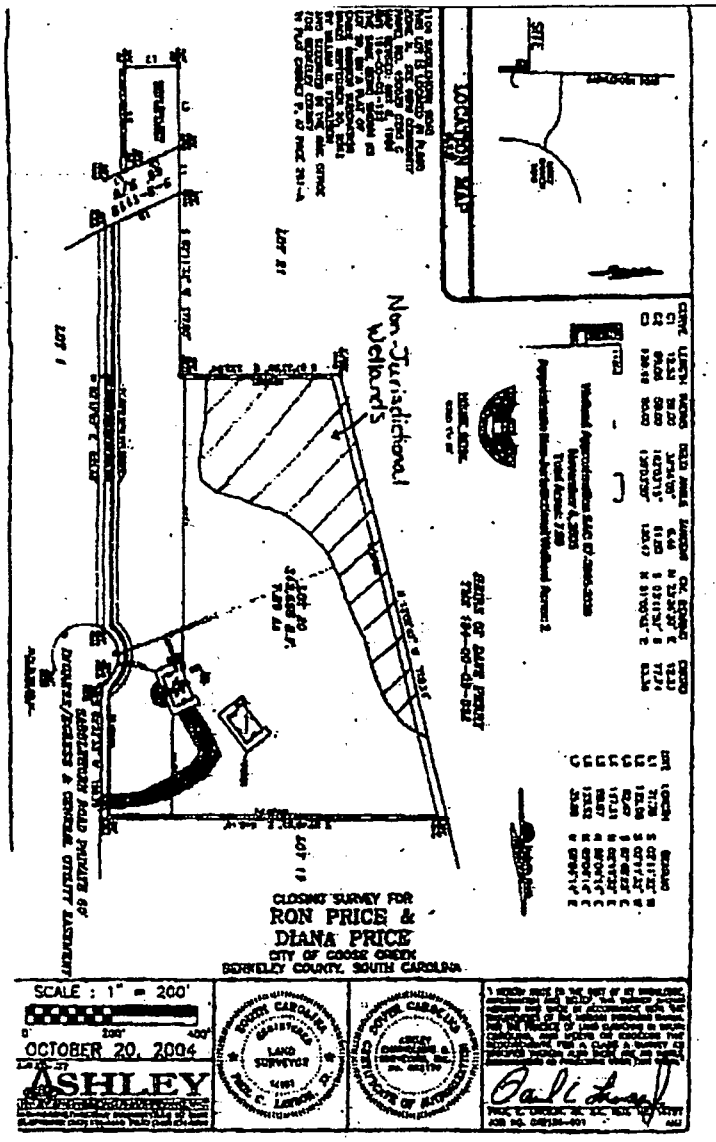


LOCATION MAP
SITE
Non-Jurisdictional Wetlands
CLOSING SURVEY FOR
RON PRICE &
DIANA PRICE
CITY OF GOOSE CREEK
BERKELEY COUNTY, SOUTH CAROLINA
SCALE : 1" = 200'
OCTOBER 20, 2004
ASHLEY

a) The land is situated such that county water and sewer service is not available and the land is otherwise incapable of supporting a septic system for more than one single family residence;

b) Approximately one-third to one-half the 7.86 acre tract is located in an area designated as protected wetlands and is thus incapable of being subdivided or further improved for residential and/or agricultural purposes;

c) The property is located in a subdivision that is not gated, and the roads contained in that subdivision are private and likely not to be accepted by the County in the foreseeable future for public maintenance;

d) No valid homeowner's association exists so as to aid in the preservation and maintenance of the private roads and common areas located in the subdivision;

e) No enforceable restrictive covenants are in place that would otherwise contain those usual restrictions deemed necessary and proper to preserve and protect the value and continued integrity of the properties comprising the subdivision.

Your analysis should provide a good start toward determining the Price's economic loss in this case. I would appreciate it if you could call me before undertaking your efforts so that we might be ensure that we are both on the same page, and so I might provide my clients with an estimate of your expected fees for the requested analysis.

With kind regards, I remain,

Yours truly,

Michael D. Moore

Cc: Ronald & Diana Price

DHEC
PROMOTE PROTECT PROSPER

BERKELEY COUNTY HEALTH DEPARTMENT
Division of Environmental Health
109 W. Main Street
Moncks Corner, SC 29461
(843) 719-4649, 723-5355, 567-3125 ext. 4649
Fax (843) 719-4321

EXHIBIT 40
WITNESS
DATE: 5-30-2018
REPORTER: H. LANDRY

February 26, 2004

Mr. Danny Gilbert
1044 Eagle Harbor Lane
Summerville, SC 29483

Re: TMS# 194-00-02-030 & 031, Eagle Harbor II Subdivision, off Haney Branch Road

Dear Mr. Gilbert:

On February 7, 2002, you were sent a letter from the Trident District Division of Environmental Health On-site Wastewater supervisor regarding a preliminary evaluation of your proposed 20 lot subdivision called Eagle Harbor II. The purpose of that evaluation was to determine if each proposed lot contained a suitable site for an on-site wastewater system in accordance with S.C. DHEC Regulation 61-57, "*Development of Subdivision Water Supply and Sewage Treatment and Disposal Systems*" and S.C. DHEC Regulation 61-56 "*Individual Waste Disposal Systems Regulations and Standards.*"

That letter outlined the findings of evaluations of each lot by qualified environmentalists from this department. Proposed lots #1, 2, 3, 4, 7, 8, 15, 16, 17, 18, 19, and 20 did not meet current minimum S.C. DHEC standards for any type of approvable sewage treatment and disposal systems due to evidence of seasonally high ground water table at less than 12 inches on each of these proposed lots.

After receiving my letter, you hired a consultant who over the next several months located remote tile field sites for most of the denied lots, to include four sites which were located across state road S-8-1119. These tile field sites require encroachment permits from S.C. Department of Transportation for each of the four sites. Final approval of your plat by S.C. DHEC cannot be granted until each of the four encroachment permits are made a part of the final approval of the subdivision.

No further septic tank permits shall be issued by this department in this subdivision until a final plat is submitted to this department showing all lots which have: (1) received final approval within the boundaries of the lot; (2) have a remote drainfield site dedicated to the lots which have no approvable site, and, (3) until an encroachment permit is received dedicating an encroachment easement across state road S-8-1119 for the remote tile fields for Lots #1, 2, 19, and 20 by the S.C. Department of Transportation.

The permit issued to Ms. Diana Price on 02/12/04 must be revoked since the permit application does not contain the required encroachment permit from the S.C. Dept. of Transportation to cross South Carolina state Road S-8-1119.

Attch #2

MAR-15-2004 08:56 AM DIANA-BRZOZOWSKI 595 255 4484 P.02

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKLEY	)	
DIANA R.B. AND RONALD E. PRICE,	)	
	)	CIVIL ACTION NO.:04-CP-08-1855
Plaintiff(s),	)	CIVIL ACTION NO: 04-CP-08-1150
	)	
-vs-	)	PLAINTIFF'S RULE 32(a)(5)
	)	DEPOSITION DESIGNATIONS
Belinda Fox, Gerry Fox Danny L. Gilbert Eagle Harbor, Inc., et. al.	)	
	)	
Defendants,	)	
	)	
Defendant.		

The Plaintiff, pursuant to Rule 32(a)(5) hereby designates the following deposition excerpts and deposition exhibits which may be offered as part of its case in chief[1]:

DEPONENT DANNY GILBERT

p.15, lines 21-24;

p.16, lines 1-5;

p.18, lines 19-25;

p.19. lines 1-10, 20-22;

p.30, lines 18-22;

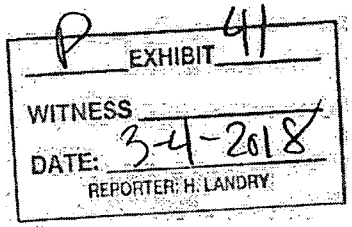
p.32, lines 1-8, 12-16

p.35, lines 13-23;

p.36, lines 1;

p.43, lines 1-9;

p.44,lines 16-22;



[1] Plaintiff reserves the right to offer additional excerpts for impeachment, cross-examination and rebuttal and otherwise use the deposition for any purpose.

Pages 45:20 to 46:2;

Pages 45:20 to 46:2;

Page 48:15 to 48:17;

Page 49:3 to 49:9;

Pages 53:13 to 54:6;

Page 56:4 to 56:25;

Page 58:20 to 58:25;

Page 68:6 to 68:16;

Pages 69:4 to 70:8;

Page 71:15 to 71:18;

Page 77:22 to 77:24;

Page 78:4 to 78:12;

Pages 80:21 to 81:9;

Page 83:16 to 83:22;

Pages 84:17 to 85:6;

Page 87:11 to 87:23;

Pages 88:22 to 89:19;

Page 91:4 to 91:6;

Page 92:13 to 92:18;

Page 96:11 to 96:15;

Page 97:17 to 97:23;

Page 99:3 to 99:19;

Page 103:8 to 103:21;

Page 105:11 to 105:17;

Pages 117:18 to 118:17;

Pages 128:25 to 129:5;

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF BERKLEY	)	
DIANA R.B. AND RONALD E. PRICE ,	)	
	)	**CIVIL ACTION NO.:04-CP-08-1855**
Plaintiff(s),	)	
	)	
-vs-	)	**PLAINITIFF'S RULE 32(a)(5)**
	)	**DEPOSITION DESIGNATIONS**
Aaron and Teresa A. Paderewski, et. al.,	)	
	)	
Defendant.	)	

DEPONENT DANNY GILBERT

p.15, lines 21-24;

23. Q Are you an employee of the group home?
22 A Yes, sir.
23 Q Do you receive a salary?
24 A I receive a salary when they are able
25 to pay me.

p.16, lines 1-5;
1 Q What about your wife, is she an
2 employee?
3 A She is.
4 Q Does she receive a salary?
5 A When they're able to pay her.

p.18, lines 19-25;
19 Q So is it safe to say about the time
20 you finished our class, you applied and got your
21 license and formed your company, Heritage Classic?
22 A I believe so.
23 Q Were there any other officers in
24 Heritage Classic other than yourself?
25 A I don't know what the
p. 19 -1 Documents say. I don't recall.

23 process.

p.36, lines 1;
1. A Right. That's correct.

p.43, lines 1-9;
1 Q And so what happened when the Prices
2 came out and said they heard there was some property
3 for sale?
4 A It's been so long ago. I probably
5 showed them ,you know, some kind of display or a
S plat that I had for the children's home, I guess.
7 I'm not sure. There might have been a couple lots
8 that Gerry hadn't sold so I probably showed them
9 those, I think. I'm not sure.

p.44,lines 16-22;
16 Q Who paid to have the roads paved? Did
17 Berkeley County pay to have it done?
18 A No. The -- Mr. Fox and Mr. Winn.
19 Q That was paid through their own
20 individual funds? I mean did they -
21. A I don't know how they paid, but they
22 paid it.

p.47,lines 9-14;
9 Q Did you go to the closing of the sale
10 of the lot from Ms. Fox to the Prices
11. A Yes. I think so.
12 Q Do you remember who actually did the
13 closing, which attorney's office
14 A It was.]eft Spell's office.

p.48, lines 5-21;
5 Q And does that appear to be Ms. Fox's
6 signature there?
7 A Uh-huh. Yes, sir.
8 Q It also indicates that Heritage
9 received a disbursement at closing. Did Heritage
10 come away with a fairly large check that day?

p.52, lines 3-5;
3 Q You say they paid you at the end?
4 A They paid me, yeah, when the project
5 was close to being over. They were able to pay me.

p.53, lines 23-35;
23 Q This appears to be restrictive
24 covenants for Eagle Harbor filed on February
25 3rd, 2003, in Berkeley County; is that --

p.54, lines14-25;
14 Q This appears it was signed on January
15 the 31st of '03, and signed by Eagle Harbor, Inc.,
16 the developer, and it appears to be Danny Gilbert;
17 is that your signature?
18 A Yeah.
19 q And we go to page 37. I think you
20 told me earlier that you did not own any property.
21 A Okay.
22 q In Eagle Harbor.
23 A Okay.
24 q I'm just trying to figure out how you
25 were able to put restrictive covenants on the

p.55, lines 1-2;
1 property if you didn't own it.
2 A 1don't know. I don't know

p.56, lines, 9-25;
9 q Now I think you've told me that Eagle
10 Harbor did not own any part of PhaseII?
11. A No. That's not what I said. I said
12 egress/ingress.
13 Q Egress/ingress, What about the
14 property, lots 1 through 21, I believe, is what you
15 told me in Phase II?
16 A Eagle Harbor, Incorporated was donated
17 by Troy Winn, Lot No. 2 and Lot No. 3.
18 q What about the remainder of the lots?
19 A What about them?

5 little fibers in it?
6 A After it dries, you can see it,
7 uh-huh.
8 Q Was fiber concrete poured on that
9 site?
10 A I'm not sure.
11 Q In order for it to have met Code ,it
12 would have had to have been fiber concrete ;is that
13 correct?
14 A That's my understanding

p.68,lines 21-25;

21 Q Before all the unpleasantness began
22 December, January, February of, I guess,'03, '04,
23 that time frame, you met with the Prices to go over
24 plans and that type of thing?
25 A To go over plans?

p.69,lines 1-11;

l q Plans, talk about the house ,get --
2 you know, see where the house was going to go on the
3 lot and all that?
4 A Sure, yes.
5 Q You drafted sort of a -- what it would
6 call sort of a site plan for the house ;do you
7 remember doing that on your computer?
8 A Yes
9 Q Do you remember pointing out to the
10 Prices where the septic tank was going to go?
11 A Yes.

p.70, lines 13-25;

13 Q So, according to you, the Prices at
14 this point could cut their 7.8 acre, whatever the
15 tract is, in half?
16 A According to me, I don't know what the
17 Prices could do. That's up to them. I don't know

11. certain items, payment for certain items?
12 A I think there was a preliminary budget
13 attached or considered one of the contract
14 documents.

p.80, lines 1-11;

1 A Excuse me, you're referring to the
2 attachment?
3 Q Yeah,Attachment2?
4 A Okay.
5 Q Is that something you would have
6 generated, that drawing?
7 A Yeah. [think so.
8 Q The same with Attachment3?
9 A Yeah.
10 Q As well as 4?
11 A Yes, sir.

p.81,lines 10-11;

10 Q What about Attachment 6?
11 A I think I did that.

p.83,lines 5-12;

5 Q And when you say "together" --
6 A They -- they came into my office and
7 had to have a budget and everything within a very
8 short period of time because they were going back
9 home. So we tried the best we could to get some
10 numbers based on the most previous construction, and
11 I think these were some of those numbers that we
12 came up with.

24 brought to your attention?
25 A Danny gilbert

Page 20:1-11;
1. Q Tell me about that.
1 2 A He showed me a sample of covenants.
3 Q Uh-huh.
4 A And I looked at that sample.
5 Q Why was he showing those to you?
6 A Because I -- I'm thinking we needed
7 covenants.
8Q And y'all wanted the covenants to
9 protect the property that y'all were subdividing?
10 A I think the covenants were to protect
11 the homeowners or whoever purchased the property.

Page 26:13-16;
13 Have you sold all of your 62 acres?
14 Are there any lots remainning out there now that
15 haven't been sold?
16 A No, sir.

Page 27:12-17;
12 Q Did you know that the sale was going
13 to take place?
14 A Yes, sir.
15 Q And you had given Mr. Gilbert power of
16 attorney; is that correct?
17 A I gave him permission to act for me.

Page 38:17-22;
17 Q What about dealing with the
18 perspective buyers?
19 A No, sir. I didn't usually deal with
20 the perspective buyer.
21 Q And that would have been Mr. Gilbert?
22 A I believe so.

Page 41:9-25.
9 Q were you aware that certain things

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
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DIANA R.B. AND RONALD E. PRICE,	)	
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Plaintiff(s),	)	
	)	
-vs-	)	**PLAINITIFF'S RULE 32(a)(5)**
	)	**DEPOSITION DESIGNATIONS**
Aaron and Teresa A. Paderewski, et. al.,	)	
	)	
Defendant.	)	

Fox, Gerry, (Pages 17:18 to 18:8)

17

Q Other than those two, where you basically bought offices and improved them and sold them, were there any other real estate developments that you were involved in by yourself or with other people?
A We were involved in? Or -- we bought property at Eagle Harbor and turned the property. Initially, there were two sections out there. And we bought the Phase I and sold those lots off and turned that

18

property back over to -- the balance of the property over to Eagle Harbor Boy's Ranch.
Q Okay.
A And then there was a Phase II that came available. And -- it was all in about the same time. I don't remember the time frames. And that was more of an investment to -- we thought there would be some profit on that.

Fox, Gerry, (Page 23:13 to 23:18)

23

Q Now, it says 90.69 acres. And let me go ahead and jump ahead a little bit and show you -- do you know was that part of Phase I or Phase II.
A Phase I.

don't know.
Q Okay. And could that have been Jeff Spell?
A Could have been.

Fox, Gerry, (Page 37:1 to 37:17)

37

Q Yes. In Item 6 there it lists the closing attorney or agent shall be Jeff Spell.
A Okay.
Q Did you put that in there to have Jeff Spell?
A I didn't put anything in it -- in any of this paperwork.
Q Okay. So who prepared this document?
A I don't know.
Q You don't remember? Did you know Jeff Spell at this time?
A He was the attorney that did the closings on these properties.
Q Okay. Did you know him prior to that time for any reason?
A No, sir.
Q Do you know who decided to use Jeff Spell?
A Mr. Gilbert as far as I know.

Fox, Gerry, (Page 42:5 to 42:15)

42

Okay. Thank you. And the other part, the upper part which I think is part of Phase II --
A Uh-huh. This would be Fox.
Q Fox meaning your wife, Belinda?
A She bought that piece right there. She purchased that piece.
Q Why did she buy it as opposed to you?
A It was more -- we -- anytime I was in practice, we always put things in my wife's name.
Q Just for asset protection?
A Sort of, yes. I guess

Fox, Gerry, (Pages 45:20 to 46:2)

45

don't think so. I don't remember. I think that was -- I don't think so.
Q So who paid for all the infrastructure and improvements, and things of that nature?
A The Winns and the Foxs.

Fox, Gerry, (Pages 53:13 to 54:6)

53

Okay. All right. Did you have any kind of written agreements with Mr. Gilbert or anything about this subdivision?
A No, sir.
Q No documentation about how you'd get paid?
A No, sir.
Q What about --
A If I say I'm going to do something, I'm going to do it.
Q Okay. What about for Phase II in terms of splitting the funds?
A No. He trusted me and I did what I said I was going to do.

54

Q Now, what did you say you were going to do? What kind of agreement did you have with him?
A When there was profits -- if there was a profit at that point, he would get half of the profit.
Q What did he do to earn half of the profit?
A He did all the work.

Fox, Gerry, (Page 56:4 to 56:25)

56

Okay. Do you -- let me ask you this, do you know anything about Heritage Classic Homes?
A I know that I started a checking account that said Heritage Classic Homes on it. But that's -- that was my own personal checking account.
Q Okay. Explain that to me. Why did you open a checking account with Heritage Classic Homes name on it?
A Well, Mr. Gilbert had talked to me about the

cutting checks?
A Yes, sir.
Q Okay. So you didn't do any kind of supervision or getting the engineers?
A No. I would deliver a check if an engineer needed to be paid to go further or if Berkeley County needed a blueprint to do whatever their next step was, I would say I'll take it up there.
Q Were you familiar with any of the meetings with Berkeley County -- between Gilbert and Berkeley County about the development?
A I mean, there was a couple where I went to a meeting to meet with, for whatever reason I don't know.
Q Okay. Did you make any effort to make sure that Mr. Gilbert was trying to comply with the subdivision regulations?
A I don't know that I made effort to make sure he was complying. I -- there was a couple of times when -- I remember there was an engineer, you know, when my funds were gone and I needed to have the next

70

step had to happen for them to -- for Berkeley County to permit the sale of the properties or whatever. Or if it was an engineer that said, hey, we're not -- we're stopping until we get this -- this or that. Then I would say, Danny, can you get this -- are you going to get this done? And I'd say, look, just give to me. I'll deliver it. I'll take it.

Fox, Gerry, (Page 71:15 to 71:18)

71

So you were relying on Mr. Gilbert to handle the nuts and bolts of the development?
A Oh, yeah. It wasn't my project. I didn't -- we were -- we were investors.

Fox, Gerry, (Page 73:4 to 73:13)

73

Q Okay. So how did that go? How did he go to seek your approval for something?
A He usually would call me or email me.
Q And say, Gerry, I need $5,000 to pay for x, y or z. Is that how it went?
A Something like that.
Q Did you ever ask him any questions why that was needed?
A Of course.

Fox, Gerry, (Page 83:16 to 83:22)

83

Okay. Do you know if -- did you make any investigation or determination whether or not these lots could be subdivided in to three parts?
A Well, I think they could be subdivided. But they couldn't be -- you couldn't put a house on it or anything. Because there was only one drain field per lot.

Fox, Gerry, (Pages 84:17 to 85:6)

84

Okay. Now, you said -- I want to clarify a point. These lots in Phase II were purchased by your wife, is that correct?
A This phase was purchased by her?
Q Yes.
A Yes.
Q The proceeds or the money used to purchase that, did that come out of your funds or your wife's funds?

85

A It was the same account.
Q Okay.
A All went into the same account.
Q Okay. Which was resulting from the sale of the

would receive, if there was profit, a similar fee?
A Yes.
Q Do you know why it was paid to Heritage Classic Homes instead of Danny Gilbert?
A He probably asked us to pay it there.

Fox, Gerry, (Page 91:4 to 91:6)

91

Q Okay. So all the funds that you expended on the development were for the subdivision?
A Yes, sir.

Fox, Gerry, (Page 92:13 to 92:18)

92

Q Okay. Now, I see that Jeff Spell is listed on that HUD Statement as well. How was that that decided?
A He was the -- he closed just about all the lots out there.
Q Do you know who made the decision to use Mr. Spell?
A Mr. Gilbert.

Fox, Gerry, (Page 96:11 to 96:15)

96

Q Did you have any knowledge of the soil condition or make any attempt to investigate the soil condition before these properties were marketed?
A No. I walked on the property with that soil consultant, as I said, looking for drain fields.

Fox, Gerry, (Page 97:17 to 97:23)

97

Okay. And so you realize that individual lots couldn't have septic tanks, they had to have drain fields?
A Right.
Q Do you know if Mr. Gilbert shared that information with potential purchasers?
A I don't know.

11 Q Okay. Did you ever have to pay any kind of fine
12 for that impact?
13 A We did.
14 Q Did you ever offer any of the homeowners who were
15 impacted any kind of resolution for their areas
16 that was impacted?
17 A That was never brought up.

Fox, Gerry, (Page 117:4 to 117:11)

117

4 Right. Belinda Fox owned Phase II, correct?
5 A Right.
6 Q Okay. Did she ever record any covenants over Phase
7 II?
8 A There were covenants for the whole subdivision.
9 Q How did Eagle Harbor record covenants for property
10 owned by somebody else?
11 A I have no idea.

Fox, Gerry, (Pages 117:18 to 118:17)

117

18 Q At the time of this conveyance, which is in June of
19 2011, did you do any investigation to determine the
20 status of the roads?
21 A I knew that the road were still having problems.
22 Q So you conveyed the roads to the homeowners
23 association when they were still having problems?
24 A We had -- yes. We had a settlement that was going
25 to patch the roads.

118

1 Q Okay. Did you put any money or make any
2 arrangements so the roads could be maintained in
3 the future?
4 A I don't know. That's -- there was some funds at

STATE OF SOUTH CAROLINA	)	
	)	**IN THE COURT OF COMMON PLEAS**
COUNTY OF BERKLEY	)	
Diana R.B. And Ronald E. Price.,	)	
	)	**CIVIL ACTION NO.:04-CP-08-1855**
Plaintiff(s),	)	
	)	**PUBLIC BUSINESS RECORDS**
-vs-	)	**AFFIDAVIT OF RICHARD THREATT**
	)	**ENVIRONMENTAL HEATLH**
Belinda Fox, Gerry Fox, Danny Gilbert et. al.,	)	**MANAGER CHARLESTON DIVISION**
	)	**OF SCDHEC**
Defendant.	)	

Richard L. Threatt, Jr., having first been duly sworn according to law, makes oath upon his or her personal knowledge as follows:

1. I am an Environmental Health Manager III (Supervisor) for Onsite Wastewater Charleston Division for the Environmental Affairs Office S.C. Dept. of Health & Environmental Control.
2. This division handles the septic tank review and environmental enforcement for Berkeley County. Berkeley County use to have its own SCDHEC offices as part of the Berkeley County Health Department but that has been consolidated with our offices in Charleston.
3. I am personally familiar with B.B. Bozardt having worked with him for several years before his retirement and recognize and can authenticate his signature on the attached documents.
4. I am personally familiar with the types of letters and procedures used by SCDHEC concerning septic tank permits and subdivision regulations. I recognize and can authenticate the attached records as being from SCDHEC and consistent with those procedures.
5. The attached records would be kept in the course of the regularly conducted business activity of SCDHEC.
6. The attached records are prepared by the personnel of SCDHEC in the ordinary course of business at or near the time of the act, condition, diagnosis, or event, reported thereon, and by a person or persons with knowledge of and a business duty to record or transmit those matters.

AND FURTHER AFFIANT SAITH NOT.

Richard L. Threatt, Jr., SCDHEC

SWORN to before me this
23 day of April, 2018
Notary Public for South Carolina
My Commission Expires: 03-10 2020

EXHIBIT 42
WITNESS
DATE: 5-4-2018
REPORTER: H. LANDRY

If you wish to set up a meeting to discuss the information I have furnished you in this letter, please call me at (843) 821-9524 between the hours of 8:30 a.m., and 5:00 p.m., and if I am not available, leave a message. I will be on annual leave beginning Aaugust 28 thru September 7, 2001.

Sincerely,

B. B. Bozardt, Supervisor
Trident District On-site Wastewater Program

bg

This limitation is so severe that an type of septic tank system would almost certainly fail to function in this type of soils. Also, I know of no reasonable way to improve the drainage capability of the soil.

These evaluations were made using an updated preliminary lot layout plat submitted by William M. Ferguson, R.L.S. # 17223. Any deviation of lot configuration or area in the final plat will void the findings reported in this letter.

The owner of this property may request an admistrative field review of this subdivision denial of lots 1, 2, 3, 4, 7, 8, 15, 16, 17, 18, 19, and 20. You may do so by writing to the On-site Wastewater Management Division, Bureau of Environmental Health, S.C. DHEC, 2600 Bull Street, Columbia, SC 29201, within 15 working days after receiving this letter.

In an effort to protect the public health, difficult decisions must be made. Unfortunately, the referenced lots are unsuitable for sub-surface disposal of domestic sewage.

Denying a permit always seems to cause personal hardship and I am truly sorry that we cannot consider systems on lots 1, 2, 3, 4, 7, 8, 15, 16, 17, 18, 19, and 20. We will, however, be available to evaluate any other sites you may want to consider.

If you have any questions regarding this matter, I would appreciate you calling **(843) 821-9524 or 719-4649** between 8:30 and 10:00 a.m., Monday thru Friday to speak with me and if necessary, schedule an appointment prior to making a trip into our office. Please have a copy of this letter in hand when you call.

Sincerely,

B.B. Bozardt, Supervisor
District On-site Wastewater Program

bg

cc: Stuart Crosby, Trident District Director
Ben Milligan, Berkeley County Supervisor
Leonard Gordon, DHEC, Columbia

Danny Gilbert
February 26, 2004
Page Two

Final approval of a plat by the Berkeley County Planning Commission does not constitute final approval under S.D. DHEC Regulation 61-57, *"Development of Subdivision Water Supply and Sewage Treatment Disposal Systems"*. Section V, Paragraph (A) states, "No lot shall be sold in any subdivision where on-site systems are proposed as the method of sewage treatment and disposal unless the owner or agent has received a written approval from the Department".

If you have any questions regarding this matter, you may call me at 843-202-7020 on Monday, Wednesday, or Friday between the hours of 8:30 a.m. til 4:00 p.m. I may be reached in Berkeley County on Tuesday of each week at 843-719-4649.

Respectfully,

B.B. Bozardt, Supervisor
Trident District On-site Wastewater Program

bg

cc: Gene Warner, Berkeley County Environmental Health
Ben Milligan, Berkeley County Environmental Health
Berkeley County Planning & Zoning Commission
Stuart Crosby, District Environmental Health Division

this prevents the site from meeting the requirements of Regulation 61-56 for a conventional, or alternative type system.

We also evaluated the property to determine if an experimental system could be installed. Unfortunately, unsuitable soil conditions (clay layer) render the site unacceptable for the installation of an experimental system under Regulation 61-56.

We also looked at the property across Haney Branch Road (to be used for your septic system) to determine if a second drain field could be installed in this area. Unfortunately, this area was designed just large enough for one system and replacement area. Therefore, a second system cannot be installed for this lot.

Regretably, I must inform you that the above referenced property does not meet the minimum requirements of the regulation for any type of on-site wastewater treatment and disposal system. This is a difficult and unpleasant decision, but exploring all the options available has not indicated any type of septic tank system that would adequately treat and dispose of wastewater in the soil conditions on this property.

If you wish to continue your appeal, you should file a request for a hearing with the BOARD OF HEALTH AND ENVIRONMENTAL CONTROL, ATTENTION: CLERK OF THE BOARD, OFFICE OF THE COMMISSIONER, 2600 BULL STREET, COLUMBIA, SOUTH CAROLINA 29201, within fifteen (15) days after receiving this letter.

In addition, the Administrative Law Judge Division requires that a person requesting a contested case hearing must file a copy of the request and a filing fee in the amount of $100.00 with the Administrative Law Judge Division at the following address: Clerk, Administrative Law Judge Division; 1205 Pendleton Street, Suite 224; P.O. Box 11667; Columbia, SC 29211; 803-734-0550.

All questions regarding this fee should be directed to the Administrative Law Judge Division.

I am sorry that we are unable to issue a septic tank permit for this site. If you have other land available and would like it evaluated for a septic tank system, please contact the Berkeley County Health Department for assistance.

Respectfully,

M. Reid Houston

M. Reid Houston
Division of Onsite Wastewater Management
Bureau of Environmental Health

CC: Stuart Crosby DEHD
Ben Milligan

BOARD:
Elizabeth M. Hagood
Chairman
Edwin H. Cooper, III
Vice Chairman
L. Michael Blackmon
Secretary

D H E C

PROMOTE PROTECT PROSPER

C. Earl Hunter, Commissioner
Promoting and protecting the health of the public and the environment.

BOARD:
Carl L. Brazell
Steven G. Kisner
Paul C. Aughtry, III
Coleman F. Buckhouse, MD

May 17, 2005

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
7001 2510 0008 8159 1578

Diana and Ronald E. Price
1104 Saddlehorn Road
Summerville, SC 29483

Re: Query About Administrative Review of Septic Tank Permit Denial: TMS# 194-00-02-030, Lot 20, Eagle Harbor II, off Haney Branch Road, Berkeley County, S.C.

Dear Mr. & Ms. Price:

On February 24, 2004, I made a visit to the above referenced property in response to your appeal letter. Mr. Milligan and Mr. Bozardt of the Berkeley County Health Department accompanied me. The purpose of our visit was to evaluate the property's potential for supporting a septic tank system. On May 17, 2005, I received a letter questioning the ability to subdivide this lot.

The evaluation of your site, on February 24, 2004, revealed a seasonal high zone of saturation of less than twelve (12) inches below the natural ground surface. Also, a heavy clay layer was encountered at the surface. Regrettably, this prevents the site from meeting the requirements of Regulation 61-56 for a conventional, or alternative type system.

We also evaluated the property to determine if an experimental system could be installed. Unfortunately, unsuitable soil conditions (clay layer) render the site unacceptable for the installation of an experimental system under Regulation 61-56.

We also looked at the property across Haney Branch Road (to be used for your septic system) to determine if a second drain field could be installed in this area. Unfortunately, this area was designed just large enough for one system and replacement area. Therefore, a second system cannot be installed for this lot.

Regrettably, I must inform you that the above referenced property does not meet the minimum requirements of the regulation for any type of on-site wastewater treatment and disposal system. This is a difficult and unpleasant decision, but exploring all the options available has not indicated any type of septic tank system that would adequately treat and dispose of wastewater in the soil conditions on this property.

In your letter you asked: Please confirm our understanding that the permit denial we received from Columbia prevents us from subdividing our lot for *residential* use, and please tell us the

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C. Earl Hunter, Commissioner
Promoting and protecting the health of the public and the environment.

NOTICE OF VIOLATION

October 27, 2005

Mr. Danny Gilbert
Eagle Harbor, Inc.
1044 Eagle Harbor Lane
Summerville, South Carolina 29483

Re: Eagle Harbor Subdivision
Berkeley County

Dear Mr. Gilbert:

This letter will serve as notice of potential violation of the South Carolina Stormwater Management and Sediment Reduction Act and the South Carolina Coastal Zone Management Act. Specifically, the following activities were observed:

Description of Activity: Performance of land disturbance (including placement of fill material and stormwater infrastructure in jurisdictional freshwater wetlands), without a stormwater permit.

Site Location: Off Haney Branch Road in upland and wetland areas adjacent to Sandy Run Creek, Eagle Harbor Subdivision, Berkeley County, South Carolina.

Specific Program Violation: South Carolina Stormwater Management and Sediment Reduction Act and the South Carolina Coastal Zone Management Act for non-permitted work.

This notice is not necessarily indicative of a formal enforcement and OCRM may or may not contact you for further action. If you are contacted concerning further action by OCRM, this contact will be in the form of scheduling an enforcement conference and/or pursuing an administrative enforcement order. Possible enforcement penalties would be discussed at that time.

If you have any questions concerning this notice, you may contact me at (843) 747-4323, Ext. 118.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTRO
Ocean and Coastal Resource Management
Charleston Office • 1362 McMillan Avenue • Suite 400 • Charleston, SC 29405
Phone: (843) 744-5838 • Fax: (843) 744-5847 • www.scdhec.gov

PROMOTE PROTECT PROSPER

C Earl Hunter, Commissioner

Promoting and protecting the health of the public and the environment.

ADMISSIONS LETTER

October 27, 2005

Mr. Danny Gilbert
Eagle Harbor, Inc.
1044 Eagle Harbor Lane
Summerville, South Carolina 29483

Re: Eagle Harbor Subdivision
Berkeley County

Dear Mr. Gilbert:

As you have previously been informed, land disturbance activities located off Haney Branch Road in upland and wetland areas adjacent to Sandy Run Creek, Eagle Harbor Subdivision, Berkeley County, South Carolina, have been conducted without a stormwater permit . The South Carolina Stormwater Management and Sediment Reduction Act, S.C. Code Ann. §§48-14-10 et seq. (Supp. 2004), requires that land disturbing activities conducted at this site be authorized with a stormwater permit authorized by OCRM.

OCRM is mandated by law to enforce the provisions of the Act. Pursuant to Reg. 30-8(F)(1), this Admissions letter is being issued, along with findings of fact, which have been drafted after an initial investigation by OCRM staff. Please find a copy of these findings of fact enclosed. Reg. 30-8(F)(2) provides that the responsible party must either admit these facts or send OCRM their version of the facts, along with any other information you might wish us to consider, **within 15 days of receipt of this letter**. A failure to respond will result in a conclusion by the Department that you admit the truth of these facts.

Should your response indicate that more investigation is necessary, OCRM will contact you. If you have any questions concerning this notice, you may contact me at (843) 747-4323 Ext. 118. Thank you for your prompt attention to this matter.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTRO
Ocean and Coastal Resource Management
Charleston Office • 1362 McMillan Avenue • Suite 400 • Charleston, SC 29405
Phone: (843) 744-5838 • Fax: (843) 744-5847 • www.scdhec.gov

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL
OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT
PROPOSED FINDINGS OF FACTS

1. Eagle Harbor, Inc. (c/o Mr. Danny Gilbert) is the developer of certain property (see attached diagram) regulated by DHEC stormwater regulations and located off Haney Branch Road in upland and wetland areas adjacent to Sandy Run Creek, Eagle Harbor Subdivision, Berkeley County, South Carolina.

2. Eagle Harbor, Inc. (c/o Mr. Danny Gilbert), as the developer, is responsible for the land disturbance activities at the above location.

3. A site inspection was conducted on October 21, 2005, to determine the extent of land disturbance.

4. The site inspection revealed that extensive land disturbance activities had been conducted at the above-mentioned site. Specifically, the land disturbance activities consisted of clearing and filling of upland areas, filling in freshwater wetland areas, installation of stormwater infrastructure, construction of roadways, and construction of homes.

5. To date, Eagle Harbor, Inc. (c/o Mr. Danny Gilbert), has not submitted an application for the land disturbance activities associated with the development of the Eagle Harbor Subdivision.

6. The land disturbance activities at the above location have not been permitted or otherwise legally authorized by the OCRM as required by law and are therefore considered unauthorized.

Please state any additional facts that you deem pertinent to this investigation and return to OCRM by November 15, 2005.

DEPARTMENT OF THE ARMY
CHARLESTON DISTRICT, CORPS OF ENGINEERS
69A Hagood Avenue
CHARLESTON, SOUTH CAROLINA 29403-5107

REPLY TO
ATTENTION OF

November 7, 2005

Regulatory Division

Ronald and Diana Price
1104 Saddlehorn Road
Summerville, South Carolina 29483

Re: SAC 87-2005-2039-2
Berkeley County

Dear Mr. and Mrs. Price:

This is in response to your letter of September 20, 2005, requesting a wetland determination for a 7.86 acre tract located at the terminus of Saddlehorn Road, in Berkeley County, South Carolina. The project area is depicted on the survey plat you submitted which was prepared by Ashley Engineering & Surveying, Inc., dated October 20, 2004, and entitled "CLOSING SURVEY FOR DON PRICE & DIANA PRICE CITY OF GOOSE CREEK BERKELEY COUNTY, SOUTH CAROLINA."

I have depicted the approximate boundaries of wetlands and other waters of the United States on a copy of the plat referenced above. The property in question contains approximately 2 acres of federally defined freshwater wetlands or other waters. However, none of these aquatic resources are considered to be subject to the jurisdiction of this office due to a recent decision by the U.S. Supreme Court. The location and configuration of these areas, as well as their status relative to jurisdiction, are reflected on the plat referenced above.

It should be clearly noted that the decision of the U.S. Supreme Court to exclude certain waters and wetlands from federal jurisdiction under the Clean Water Act has no effect on any state or local government restrictions or requirements concerning aquatic resources, including wetlands. You are strongly cautioned to ascertain whether such restrictions or requirements exist for the area in question before undertaking any activity which might destroy or otherwise impact these wetland resources.

Based on an on-site inspection and a review of aerial photography and soil survey information, it has been determined that the boundaries shown on the referenced plat are a reasonable approximation of the location and boundaries of the wetlands or other waters found on this site. However, you are cautioned that this delineation is approximate, subject to change, and should be used for planning purposes only. In order for a more accurate determination to be provided, these areas should be surveyed and platted. Upon receipt of such a plat, this office can then issue a letter verifying the accuracy of the actual boundaries. Please note that this office does not require that these non-jurisdictional areas be surveyed. However, if the landowner voluntarily wishes to obtain a more accurate determination or needs to perform this level of mapping due to the requirements of state or local governmental entities, we will provide a review and verification of this mapping upon request.

JURISDICTIONAL DETERMINATION Revised 8/13/04
U.S. Army Corps of Engineers

DISTRICT OFFICE: SAC 87-2005-2039-2
FILE NUMBER:

PROJECT LOCATION INFORMATION:
State: South
County: Berkeley
Center coordinates of site (latitude/longitude): 33.11380 / 80.16511
Approximate size of area (parcel) reviewed, including uplands: 7.8 acres
Name of nearest waterway: Sandy Run
Name of watershed: W2

JURISDICTIONAL DETERMINATION
Completed: Desktop determination ☐ Date:
Site visit(s) ☒ Date(s): 11-3-05

Jurisdictional Determination (JD):

☒ Preliminary JD - Based on available information, ☐ *there appear to be* (or) ☒ *there appear to be no* "waters of the United States" and/or "navigable waters of the United States" on the project site. A preliminary JD is not appealable (Reference 33 CFR part 331).

☐ Approved JD – An approved JD is an appealable action (Reference 33 CFR part 331).
Check all that apply:

☐ *There are* "navigable waters of the United States" (as defined by 33 CFR part 329 and associated guidance) within the reviewed area. Approximate size of jurisdictional area:

☐ *There are* "waters of the United States" (as defined by 33 CFR part 328 and associated guidance) within the reviewed area. Approximate size of jurisdictional area:

☐ *There are "isolated, non-navigable, intra-state* waters or wetlands" within the reviewed area.
☐ Decision supported by SWANCC/Migratory Bird Rule Information Sheet for Determination of No Jurisdiction

BASIS OF JURISDICTIONAL DETERMINATION:

A. Waters defined under 33 CFR part 329 as "navigable waters of the United States":

☐ The presence of waters that are subject to the ebb and flow of the tide and/or are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.

B. Waters defined under 33 CFR part 328.3(a) as "waters of the United States":

☐ (1) The presence of waters, which are currently used, or were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide.
☐ (2) The presence of interstate waters including interstate wetlands.
☐ (3) The presence of other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds, the use, degradation or destruction of which could affect interstate commerce including any such waters (check all that apply):
☐ (i) which are or could be used by interstate or foreign travelers for recreational or other purposes.
☐ (ii) from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
☐ (iii) which are or could be used for industrial purposes by industries in interstate commerce.
☐ (4) Impoundments of waters otherwise defined as waters of the US.
☐ (5) The presence of a tributary to a water identified in (1) – (4) above.
☐ (6) The presence of territorial seas.
☐ (7) The presence of wetlands adjacent[2] to other waters of the US, except for those wetlands adjacent to other wetlands.

DATA REVIEWED FOR JURSIDICTIONAL DETERMINATION (mark all that apply):

- ☐ Maps, plans, plots or plat submitted by or on behalf of the applicant.
- ☐ Data sheets prepared/submitted by or on behalf of the applicant.
  - ☐ This office concurs with the delineation report, dated . prepared by (company):
  - ☐ This office does not concur with the delineation report, dated . prepared by (company):
- ☐ Data sheets prepared by the Corps.
- ☐ Corps' navigable waters' studies.
- ☐ U.S. Geological Survey Hydrologic Atlas:
- ☒ U.S. Geological Survey 7.5 Minute Topographic maps: Summerville Quad
- ☐ U.S. Geological Survey 7.5 Minute Historic quadrangles:
- ☐ U.S. Geological Survey 15 Minute Historic quadrangles:
- ☒ USDA Natural Resources Conservation Service Soil Survey: # 63, Coxville, Lynchburg, Goldsboro
- ☐ National wetlands inventory maps:
- ☐ State/Local wetland inventory maps:
- ☐ FEMA/FIRM maps (Map Name & Date):
- ☐ 100-year Floodplain Elevation is: (NGVD)
- ☒ Aerial Photographs (Name & Date): 94 7443-020, 99.12026.36
- ☐ Other photographs (Date):
- ☐ Advanced Identification Wetland maps:
- ☒ Site visit/determination conducted on: 11-3-05
- ☐ Applicable/supporting case law:
- ☐ Other information (please specify):

Signature: Project Manager E. Jackson

[1]Wetlands are identified and delineated using the methods and criteria established in the Corps Wetland Delineation Manual (87 Manual) (i.e., occurrence of hydrophytic vegetation, hydric soils and wetland hydrology).

[2]The term "adjacent" means bordering, contiguous, or neighboring. Wetlands separated from other waters of the U.S. by man-made dikes or barriers, natural river berms, beach dunes, and the like are also adjacent.

Regulatory Division - Charleston District-Corps of Engineers 69-A Hagood Avenue Charleston, South Carolina 29403

REQUEST FOR WETLANDS DETERMINATION

Date: 20 Sep 05

County: Berkeley Total Acreage of Tract: 7.86

Project Name (if applicable): Eagle Harbor

Property Owner (name, address, phone):
Ronald E. Price & Diana R.
1104 Saddlehorn Rd.
Summerville, SC 29483
(843) 688-6045

Agent/Developer/Engineer (name, address, phone):

Status of Project (check one):

- ☒ On-going site work for development purposes
- ☐ Development in planning stages
- ☐ No specific development plans at this time

Project Type - Indicate the proposed use of the land in question or, if no specific work is planned at present, indicate the current zoning or land use at the site. (check one):

- ☒ Residential
- ☐ Commercial
- ☐ Mixed Use (Residential + Commercial)
- ☐ Industrial
- ☒ Agriculture
- ☐ Public Works
- ☐ Silviculture
- ☐ Aquaculture
- ☐ Other:

Information Required to Accompany Request - Check the items submitted - forward as much information as is available. At a minimum, the first two items must be forwarded:

- ☐ Accurate Location Map (from County Map, USGS Quad Sheet, etc.)
- ☒ Survey Plat or Tax Map of the Property in Question
- ☐ Soil Survey Sheet (from USDA-NRCS) or Aerial Photo (from County Assessor's Office or other source). Property boundaries should be show on the soil survey / photo.
- ☐ Topographic Survey
- ☐ Conceptual Site Plan for the Overall Development

Endangered Species Evaluation:
Has the site been evaluated for the presence of federally protected (endangered, threatened or proposed) species and/or any proposed or designated critical habitat for such species? YES (NO)

If Yes, has this evaluation been coordinated with the US Fish and Wildlife Service (FWS)? YES NO

If coordination has occurred, please provide the FWS Log number and enclose a copy of the report:
FWS Log Number: _____ Copy of Report enclosed? YES NO

If the evaluation has not been coordinated with the US FWS, enclose a copy of your report of findings.

IMPORTANT NOTE: Legible printed name and signature required. The person signing this form must be the present property owner or have the specific authority of the property owner to authorize Corps of Engineers employees or their agents to enter onto the property for on-site investigations if such is deemed necessary.

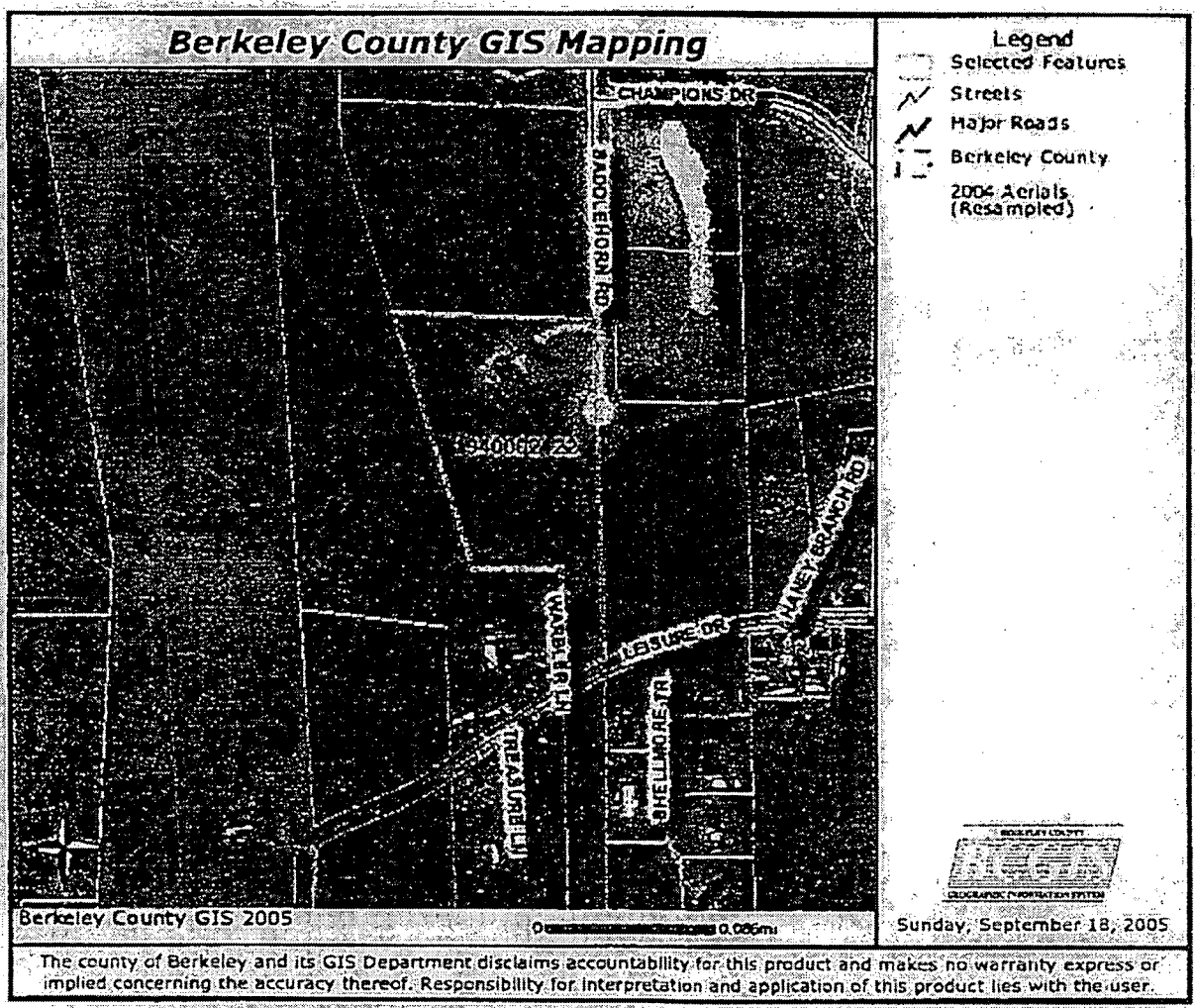
Do not sign this form unless you are the owner, or have the specific authority of the property owner.

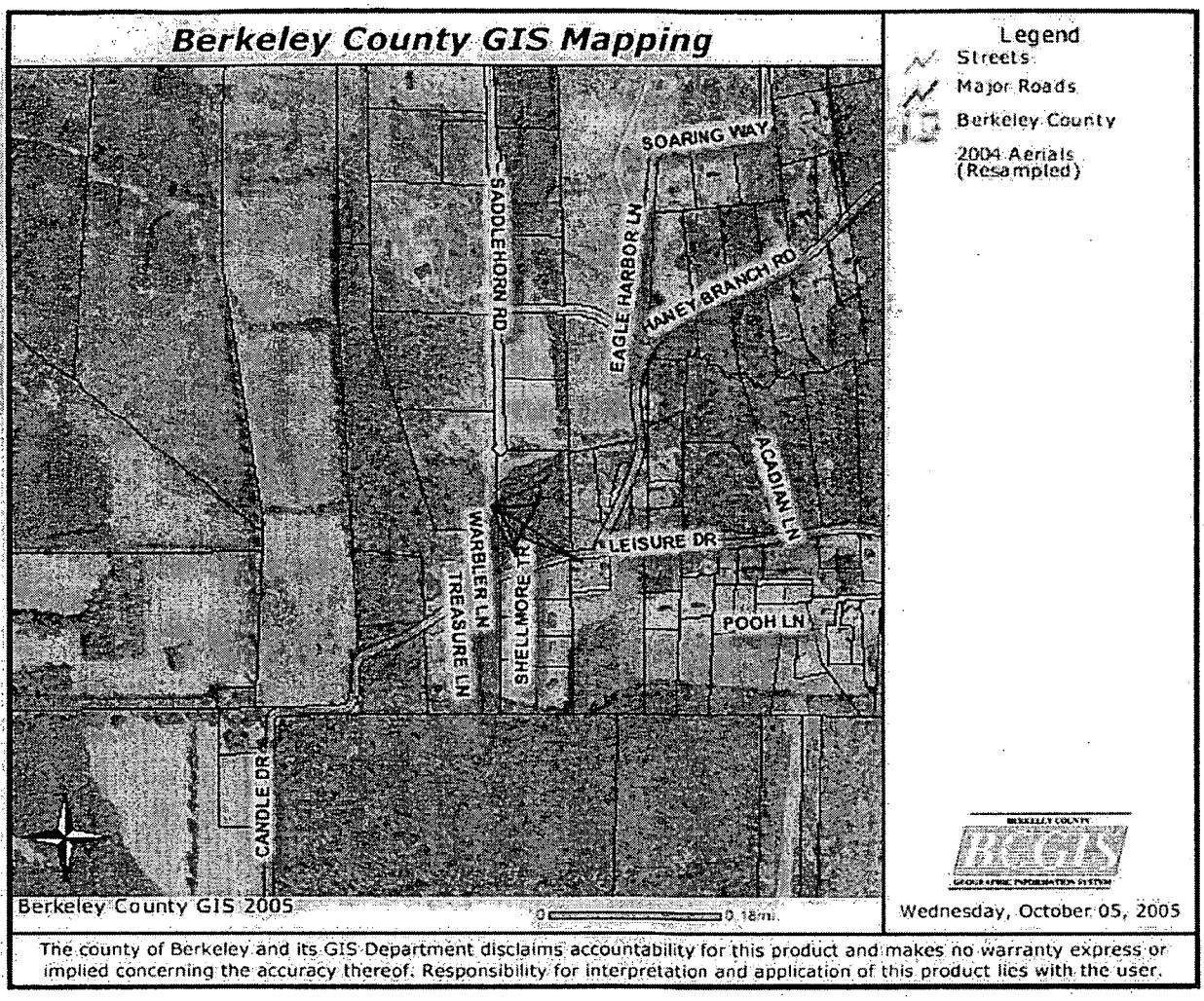
The signature of the owner or authorized agent on this form constitutes prior consent to disclose these records to other federal, state or local governmental agencies and the public at large.

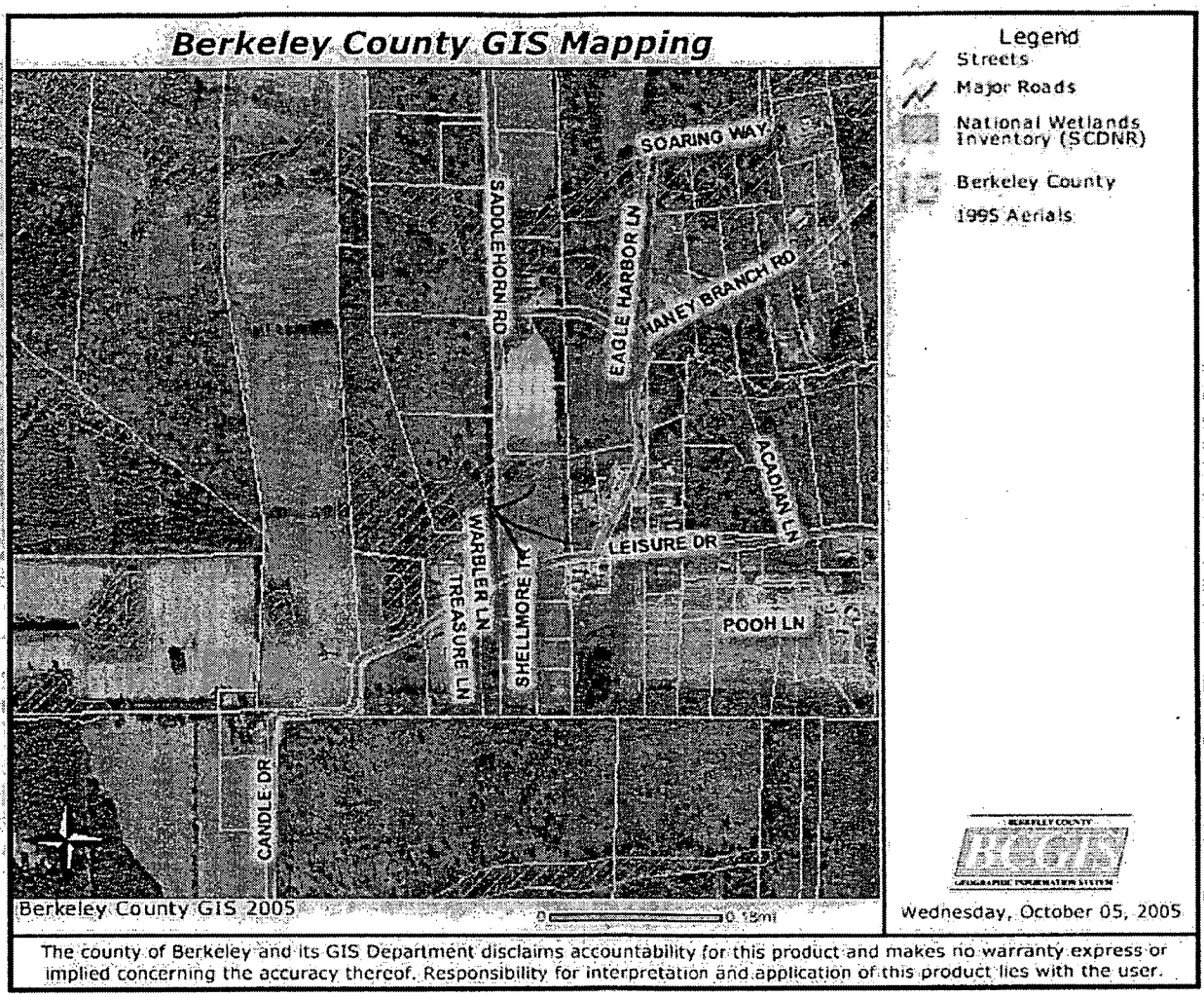
PRINTED NAME of person signing this form, below: Ronald E. Price

Signature of Property Owner or Authorized Agent: _____

Copies of this form may be obtained from the Charleston District web site at: http://www.sac.usace.army.mil/permits/form_JDRequest.pdf


Berkeley County GIS Mapping
CHAMPIONS DR
SADDLEHORN RD
WARBLER LN
TREASURE LN
Legend
Selected Features
Streets
Major Roads
Berkeley County
2004 Aerials (Resampled)
Berkeley County GIS 2005
0.066mi
Sunday, September 18, 2005
The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

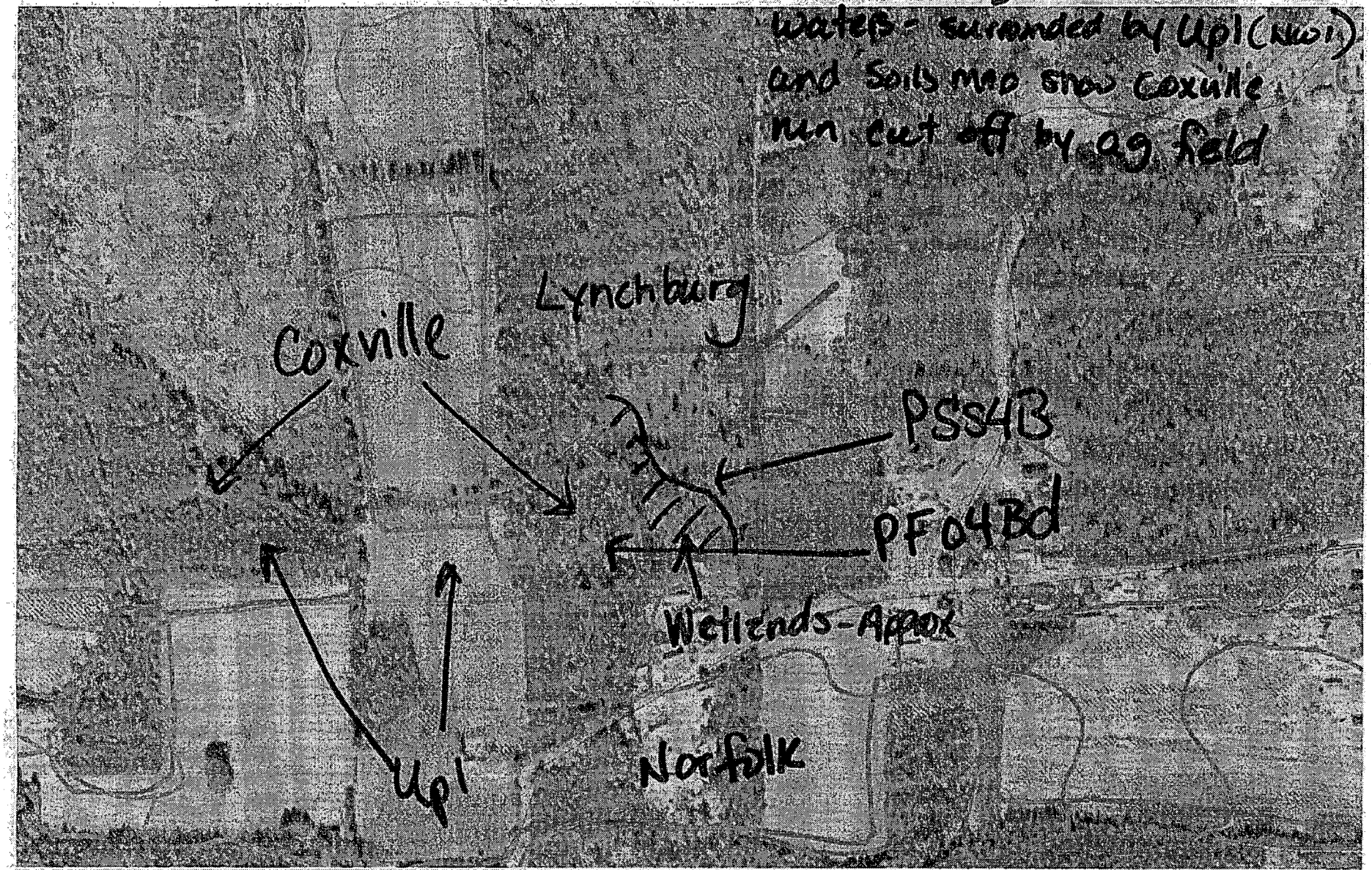

Berkeley County GIS Mapping
SOARING WAY
SADDLEHORN RD
EAGLE HARBOR LN
HANEY BRANCH RD
ACADIAN LN
LEISURE DR
WARBLER LN
TREASURE LN
SHELLMORE TR
POOH LN
CANDLE DR
Legend
Streets
Major Roads
Berkeley County
2004 Aerials (Resampled)
Berkeley County GIS 2005
0 0.18mi
Wednesday, October 05, 2005
The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.


Berkeley County GIS Mapping
SOARING WAY
SADDLEHORN RD
EAGLE HARBOR LN
HANEY BRANCH RD
ACADIAN LN
LEISURE DR
WARBLER LN
TREASURE LN
SHELLMORE LN
POOH LN
CANDLE DR
Legend
Streets
Major Roads
National Wetlands Inventory (SCDNR)
Berkeley County
1995 Aerials
Berkeley County GIS 2005
0 0.18mi
Wednesday, October 05, 2005
The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

Leisure Dr
Treasure Ln
© 2005 TeleAtlas
Image © 2005 DigitalGlobe
Google
N
W
E
Pointer 33°06'48.99" N 80°09'55.36" W
Streaming 100%
Eye alt 2602 ft

01736

Wetlands do not appear to have any hydrologic connection to other waters - surrounded by Upl (NWI) and Soils map show Coxville run cut off by rd, field



'99

deal of obligation on him and/or whoever he represents, to assure us, as well as the other property owners, of that "concern" which you stated Mr. Gilbert has for us and other property owners. The SCDOT permit was issued on Mar 15. It is now 3 weeks later and we see "no work" being done, nor have we received any correspondence saying it has been hired out or is scheduled to be done. My husband said Mr. Gilbert told you there was only ***one*** contractor for this work in SC. We checked on this—there are thousands. We understand Mr. Gilbert hired someone to put 4 lines through the road in 2002, which he says had responsibility to get the DOT permit...I only see Eagle Harbor Inc having responsibility—indicated on the plat. That sounds similar to his suggesting County Permitting is to blame for issuing him a building permit, when he applied for it without meeting the ***prior*** requirements.

We feel we have been far more patient than reasonable in waiting and having faith in Eagle Harbor, Heritage Classic Homes and Mr. Gilbert. What we do not understand is why the very party who as jeopardized our ownership of Eagle Harbor property, as well as "illegally" started house construction, has initiated a lien action against our property? Our contract—written by Mr. Gilbert himself (or at least he presented as "his" contract instrument) outlines in specific the obligations he has as a contractor and his obligation upon being terminated for cause. Aside from that obligation as a contractor, he has even greater obligation, as President of Eagle Harbor Inc., although we are wondering who else that "incorporated" stands for? Surely that is not him alone? Mr. Hollingsworth said Mr. Gilbert is not the developer. Then who was he talking about on our purchase agreement... "Developer agrees to allow subdividing of property..." ?

We did not terminate our contract with Mr. Gilbert because we wanted to...we were "forced" into that action. If we had signed an authorization for him to get "draw" funds, which is what he demanded from us, we would have taken on all ***his responsibility*** in this process and in essence approved, or at least condoned his action—even if we didn't really know (understand) what we were doing. We could not do that and it is God who prevented that from happening...we didn't know what we were doing, we just knew it wasn't right for him to do us that way, and we could not continue to do business with a person who was deliberately deceiving us. I'm sure you understand.

Even now, we know it is not right to be left in the dark about the work required to allow us to get our septic permit. What if 2 or 3 other lot owners where trying to start construction? What if someone wanted to sell their lot...could they? What about potential buyers for Eagle Harbor property—are they being told the facts? It just seems to us that the longer this goes unattended, the greater the problem. How can we make sense of Mr. Gilbert's devotion to the Eagle Harbor Boys Home with his behavior to his fellow neighbor/community? Again, we are thoroughly confused. It is not logical. As I told you on the phone, we are forgiving people, but we are human as well.

Sincerely,

Ronald E. Price and Diana R.B. Price

Attached: Feb 7, 2002 DHEC Letter

4 The Plaintiffs, collectively, own all the land identified *id.*

5 The Defendant, STANTEC CONSULTING SERVICES, INC. is, upon information and belief, an entity organized and existing under the laws of the State of South Carolina, and doing business in the Counties of Charleston, Berkeley and others in the State of South Carolina.

6 In 2001, the land owned by the Plaintiffs was undeveloped and raw land, approximately 200 acres in size near Jedburg, South Carolina.

7 In 2001, for good and valuable consideration, Plaintiffs entered into a written Agreement with Defendant for the latter to first survey this parcel of land and then, in accord with then existing laws and regulations, draft and submit a Master Plan. This plan was to include, but not be limited to:

A Road placement and construction;

B Drainage calculation and construction;

C Wetland delineation and or mitigation;

D Lot line delineation;

E Swale setting;

F Setting and placement of easements;

G Setting and placement of lakes and the Boy's Home.

H Conduct Soil Tests;

I Etc.

8 The Defendants also agreed to and did supervise much of the clearing work as

B Fines issued to the Plaintiff by regulatory agencies;

C Cost of analysis and repair of deviant work;

D Etc.

FOR A FIRST CAUSE OF ACTION

14 The Plaintiffs herein incorporate all allegations contained in this Complaint as if fully set forth verbatim in.

15 The Defendant was negligent, reckless, willful, and wanton in the construction of and work performed at the residence through a failure to use the degree of skill and care required of licensed surveyors and licensed engineers in the work performed at the demised property; through their failure to design, inspect, supervise, construct, and perform work at the demised property so as to comply with prevailing building codes, professional industry standards and practices, governmental regulations and permitting through their failure to act as reasonable and prudent professionals under the same or similar circumstances.

16 The Defendant was under a duty to the Plaintiffs to design, inspect, supervise and construct the development of this demised property in compliance with the applicable codes and in conformity with standard industry practices.

17 An inspection of said property clearly demonstrates defects as set forth *supra.*

18 At the time of the contract between the parties, it was foreseeable that in the event this development was performed in violation of professional industry standards and practices and in comport with governmental regulations, it would

inspection and repair of defective work.

24 At the time of the contract between the parties, it was forseeable that in the event this development was performed in violation of professional industry standards and practices and in comport with governmental regulations, it would require a forensic examination to determine the extent of said defects. Additionally, it would require the retention of numerous experts to determine not only the extent of damage but also, the method and costs of repair.

25 As a direct and proximate result of the Defendant's violation of its legal duties, the Plaintiffs have been damaged in an amount to be determined by this Honorable Court, along with punitive damages, the costs for retention of experts to determine the extent of damage and the scope of work for repair and the costs and disbursements of this action.

FOR A THIRD CAUSE OF ACTION

26 Plaintiffs restate and reallege the allegations of Paragraphs 1 through 25 above as if fully set forth herein.

27 The Defendant agreed to provide a service in accordance with the Agreements signed between the parties.

28 The Defendants have breached the contract with the Plaintiff by failing to act in accordance with the contract and in accordance with industry practice and standards.

29 Immediately upon learning of defective work performed by the Defendants, the

35 At the time of the contract between the parties, it was forseeable that in the event this development was performed in violation of professional industry standards and practices and in comport with governmental regulations, it would require a forensic examination to determine the extent of said defects. Additionally, it would require the retention of numerous experts to determine not only the extent of damage but also, the method and costs of repair.

36 As a direct and proximate result of the Defendant's violation of its legal duties, the Plaintiffs have been damaged in an amount to be determined by this Honorable Court, along with punitive damages, the costs for retention of experts to determine the extent of damage and the scope of work for repair and the costs and disbursements of this action.

FOR A FIFTH CAUSE OF ACTION

37 Plaintiffs restate and reallege the allegations of Paragraphs 1 through 36 above as if fully set forth herein.

38 The above described willful, wanton, unlawful, tortious, improper, and unjustified acts of the Defendant in violating applicable professional codes, regulations and standards in the design and development of this property constitutes unfair and deceptive practices in the conduct of the Defendant's trade, that such acts are capable of repetition and are injurious to the public as the Defendants are capable of continuing and are continuing to perform such acts, and that the Plaintiffs, as a result of the Defendant's unfair trade practices,

FORM 638 (REV. 7/93)

APPLICATION FOR ENCROACHMENT PERMIT

No. S08-06-32496

(ENCROACHMENT PERMIT OTHER THAN A PUBLIC UTILITY)

APPLICANT: EAGLE HARBOR INC
AND DANNY GILBERT
ADDRESS: 1044 EAGLE HARBOR LN
SUMMERVILLE, SC 29483
TELEPHONE NUMBER: 843 685 5995

COUNTY: BERKELEY
ROAD/ROUTE: S-8-1205
CHAMPIONS DRIVE
ROAD NAME: HANEY BRANCH RD

1. The undersigned applicant hereby applies to the South Carolina Department of Transportation (SCDOT) for a permit for encroachment on State Highway Right of Way as shown and described below:

2. Type of Encroachment: ENTRANCE TO CHILDREN'S HOME AND SUBDIVISION

3. Description of location:

HANEY BRANCH RD AND CHAMPIONS DRIVE

(Attach sketch indicating roadway features such as: pavement width, shoulder width, sidewalk and curb and gutter location, significant drainage structure, north arrow, right of way width, and location of the proposed encroachment with respect to the roadway centerline and the nearest intersecting road on the State system.)

4. The undersigned applicant hereby requests the SCDOT to permit encroachment on the Department right of way as described herein. It is expressly understood that the encroachment, if and when constructed, shall be installed in accordance with the sketch attached hereto and made a part hereof. The applicant agrees to comply with and be bound by the Department's "A Policy for Accommodating Utilities on Highways Rights of Way" and "Standard Specifications for Highway Construction" (made a part hereof by reference) on file in the Utility Office of the Department, and all general provisions on the reverse hereof and special provisions below or attached hereto during the installation, operation and maintenance of said encroachment within the Department Right of Way. The applicant hereby further agrees, and binds his heirs, successors, assigns, to assume any and all liability this Department might otherwise have in connection with accidents or injuries to persons, or damage to property, including the highway, that may be caused by the construction, maintenance, use, moving or removing, of the physical appurtenances contemplated herein and agrees to indemnify this Department for any liability incurred or injury or damage sustained by reason of the past, present, or future existence of said appurtenances.

APPLICANT NAME: DANNY GILBERT (PLEASE PRINT OR TYPE) DATE: 2/16/06

APPLICANT SIGNATURE: [signature] TITLE: EAGLE DIRECTOR

In compliance with your request and subject to all the provisions, terms, conditions and restrictions stated in the application, general provisions on the reverse hereof, and special provisions below or attached hereto, the Department approves the request. This permit shall become null and void unless the work contemplated herein shall have been completed prior to 02/28/2007.

SPECIAL PROVISIONS:

SEE ATTACHMENTS

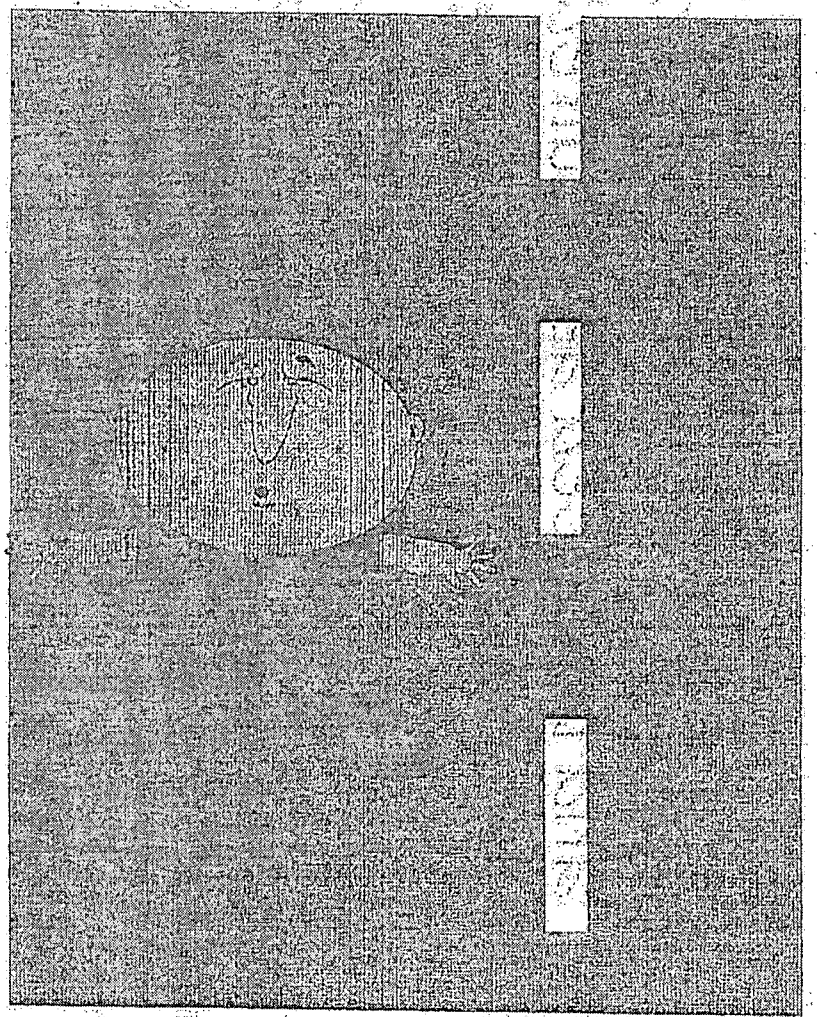
EXHIBIT 40
WITNESS
DATE: 5-4-2018
REPORTER: H. LANDRY

2/27/2006 — DATE RECEIVED BY RES. MAINT. ENGR.
DATE FORWARDED
SCDOT APPROVAL
2/28/2006 — DATE
DATE RECEIVED BY DIST. ENGR. ADMIN.
DATE FORWARDED
☑ RESIDENT MAINTENANCE ENGINEER mrm ☐ STATE HIGHWAY ENGINEER
☐ DISTRICT ENGINEERING ADMINISTRATOR ☐ DISTRICT MAINT./CONSTRUCTION ENGINEER

S-8-1119

1.41 - 0.22 = 1.19

01750



Freddy was a flagman,
A smart one, he was not.
He didn't have a flag,
And a vest he often forgot.
Refused to use a cone or sign,
He never thought he ought.
But yesterday out on the road,
Freddy became a spot.

01752

South Carolina
Department of Transportation

SPECIAL PROVISIONS

ATTACHMENT "A"

REVISED 10/5/2001

THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO IMPOSE ADDITIONAL CONDITIONS, PROVISIONS, AND/OR REQUIREMENTS ON THIS PERMIT TO RESPOND TO ANY UNFORSEEN, SPECIFIC PROBLEMS THAT MIGHT ARISE DURING THE LIFE OF THIS PERMIT, AND TO TAKE ANY ENFORCEMENT ACTION NECESSARY TO ENSURE COMPLIANCE WITH SCDOT SPECIFICATIONS, STANDARDS, OR POLICIES.

ALL OF THE FOLLOWING PROVISIONS MAY NOT APPLY TO WORK BEING PERFORMED UNDER THIS PERMIT. ANY PROVISION LISTED BELOW ALONG WITH THOSE STATED ON THE APPLICATION FORM, AND ANY OTHER PROVISION ADDED TO AND MADE PART OF THIS PERMIT, WILL BE REQUIRED TO BE EXECUTED TO THE EXTENT EXPRESSED IN THESE PROVISIONS.

THE PERMITTEE FULLY UNDERSTANDS AND AGREES WITH ALL CONDITIONS, REQUIREMENTS, PROVISIONS, AND SPECIFICATIONS ASSOCIATED WITH OR LISTED ON THIS PERMIT WITH THE START OF ANY CONSTRUCTION DISCRIBED OR SHOWN ON THIS PERMIT.

THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION WILL MAINTAIN ALL RESIDENTIAL DRIVEWAYS CONSTRUCTED UNDER AN ENCROACHMENT PERMIT, AS LONG AS THE DRIVEWAY WAS CONSTRUCTED AS INDICATED ON THE PERMIT, AND APPROVED BY THIS OFFICE. ALL OTHER TYPE DRIVEWAYS WILL BE MAINTAINED BY THE PERMITTEE OR THE OWNER OF THE PROPERTY. THIS MAINTENANCE WILL BE FOR AS LONG AS THE DRIVEWAY EXISTS. MAINTENANCE WILL CONSIST OF MAINTAINING THE CONDITION OF THE DRIVEWAY TO THE STATE AS WHEN THE DRIVEWAY WAS ACCEPTED BY THE SCDOT.

PAVEMENT PROVISIONS

1.) ANY PAVEMENT DAMAGED OR REMOVED IN CONNECTION WITH THIS WORK WILL BE REPLACED, USING THE SAME THICKNESS AND TYPE OF MATERIAL DESTROYED, OR ACCORDING TO SPECIFICATIONS CALLED FOR IN THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION CONSTRUCTION MANUAL (LATEST EDITION), WHICHEVER IS GREATER.

2.) PAVEMENT STRUCTURE TO BE USED IN THE CONSTRUCTION SHOWN ON THIS PERMIT IS TO BE PLACED AS SPECIFIED AND IN ACCORDANCE WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION), WHICHEVER IS GREATER. THE PAVEMENT STRUCTURE LISTED OR SHOWN WILL BE USED IN ALL AREAS WHERE ASPHALT IS TO BE PLACED INSIDE SCDOT RIGHT-OF-WAY UNLESS INDICATED DIFFERENTLY ON THE PERMIT.

3.) WHERE PAVEMENT IS CUT AND REPLACED, THE CONTRACTOR SHALL CUT THE EDGES TO A STRAIGHT AND EVEN LINE BEFORE REMOVING THE PAVEMENT. NO RAGGED EDGES WILL BE ALLOWED OR ACCEPTED. ALL PATCHES AND REPAIRS WILL HAVE SQUARED CORNERS. IN SOME CASES AN ASPHALT SURFACE OVERLAY MAY BE REQUIRED TO SMOOTH RIDING SURAFCE OF ROADWAY AT PATCH. SEE PERMIT FOR DETAILS.

4.) WHERE ROADWAY PAVEMENT IS CUT AND IS TO BE REPLACED, THE TRENCH IS TO BE BACKFILLED WITH SCDOT APPROVED FLOWABLE FILL FROM TOP OF PIPE TO RIDING SURFACE, AND STEEL PLATEING IS TO BE PLACED OVER CUT AND SECURED AS REQUIRED. THEN MAINTAINED UNTIL SURFACE TREATMENT IS TO BE PLACED. WITHIN 24 HOURS THE TOP TWO INCHES OF FLOWABLE FILL IS TO BE REMOVED, AND TWO INCHES OF ASPHALTIC CONCRETE SURFACE COURSE IS TO BE PLACED.

15.) IF THE SIDE OF THE TRENCH, PIT, OR ANY EXCAVATION IS LESS THAN 3'-0" FROM THE EXISTING EDGE OF PAVEMENT, THE EXCAVATED AREA WILL BE BACKFILLED ENTIRELY WITH FLOWABLE FILL TO AN ELEVATION 6 INCHES FROM THE EXISTING GROUND ELEVATION. THEN BROUGHT TO GRADE WITH SUITABLE TOPSOIL, COMPACTED, GRADED, AND GRASSED AS REQUIRED TO ELIMINATE ANY EROSION.

16.) NO EXCAVATED MATERIAL OR SPOIL IS TO BE PLACED ON THE PAVEMENT WITH OUT THE PERMISSION OF THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, AND IF PERMISSION IS GRANTED, THIS MATERIAL MUST BE REMOVED DAILY, AS SOON AS POSSIBLE. THE ROADWAY IS TO BE CLEANED OF ALL MATERIAL IN A MANNER AS TO PROTECT THE EXISTING PAVEMENT. ANY PAVEMENT DESTROYED, OR MARKED BY THIS OPERATION WILL BE REMOVED AND REPLACED AS REQUIRED.

17.) EXISTING DITCH SLOPES, IF EXCAVATED, SHALL BE BACKFILLED IN SIX INCH LAYERS AND WELL TAMPED WITH A MECHANICAL TAMP TO 95% DENSITY (STANDARD PROCTOR). THESE LIFTS WILL BE BENCHED INTO THE EXISTING ENBANKMENT AS REQUIRED. THE NEW SLOPES WILL THEN BE GRADED TO MATCH EXISTING TYPICAL ROADWAY CROSS SECTION.

18.) WHEN SHOULDERS AND DITCH SLOPES ARE RESHAPED AND GRADED TO A TYPICAL SECTION, THE SECTION WILL MATCH EXISTING ROAD SECTION. WHERE THE EXISTING SECTION IS LESS THEN STATE STANDARDS (6' WIDE SHOULDER @ 12:1, FRONT SLOPE OF DITCH @ 4:1, DITCH BOTTOM AS REQUIRED TO ACCOMMODATE EXISTING RUNOFF, AND BACK SLOPE OF DITCH MIN. 3:1 OR TO RIGHT-OF-WAY LINE) THE SECTION WILL BE UPGRADED TO THE STANDARD.

19.) CONTRACTOR WILL MAINTAIN POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION AND UNTIL FINAL INSPECTION AND APPROVAL FROM SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IS OBTAINED.

STORM DRAIN PROVISIONS

20.) **UPON PLACEMENT OF ANY STORM DRAIN INDICATED ON THIS PERMIT, AND PRIOR TO BEGINNING THE BACKFILLING OPERATION, THIS OFFICE IS TO BE NOTIFIED (843) 761-8481 AND THE PIPE INSPECTED FOR GRADE, ALIGNMENT, AND THE SEALING OF ALL JOINTS. WHEN APPROVAL OF THE PIPE IS GIVEN THE BACKFILLING WILL BE ALLOWED. ANY PIPE PLACED AND COVERED WITHOUT BEING INSPECTED MAY RESULT IN THE PIPE HAVING TO BE UNCOVERED AND INSPECTED AT THE COST OF THE PERMITTEE.**

21.) ALL CROSS LINE PIPES AND/OR SIDELINE PIPES DISTURBED OR DAMAGED DURING CONSTRUCTION WILL BE REPLACED IMMEDIATELY. NEW PIPE WILL BE PLACED ON PROPER GRADE, SEALED PROPERLY, AND CLEANED TO PROVIDE POSITIVE DRAINAGE. THESE PIPES ARE TO REMAIN UNCOVERED UNTILL A SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION INSPECTOR, INSPECTS THE PIPE, AND APPROVES THE CONDITION AND THE PLACEMENT IN THE TRENCH. THEN AT THAT TIME THE PIPE IS TO BE COVERED AND COMPACTED AS REQUIRED.

22.) ANY EXISTING STORM DRAINAGE PIPE REMOVED OR DAMAGED DURING CONSTRUCTION OF THIS PROJECT WILL BE REPLACED WITH THE SAME SIZE AND TYPE PIPE AS WAS PRESENT. ANY CHANGE IN PIPE SIZE OR TYPE WILL REQUIRE APPROVAL FROM SCDOT PRIOR TO THE CHANGE BEING MADE.

23.) REINFORCED CONCRETE PIPE USED WITHIN STATE RIGHTS-OF-WAY SHALL BE STAMPED FOR CONFORMANCE WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, AND BE FREE OF ANY CRACKS, CHIPS, OR BREAKS.

24.) NO CORRAGATED STEEL PIPE IS TO BE USED WITHIN STATE RIGHTS-OF-WAY.

STORM DRAIN (SIZE AS REQUIRED) IN THE DITCH, CENTERED AT THE VALVE, HYDRANT, OR MANHOLE LOCATION. THIS PIPE WILL BE OF SUFFICIENT LENGTH TO BRIDGE THE VALVE, FIRE HYDRANT, OR MANHOLE AND HAVE A 3:1 SLOPE ON EITHER SIDE TO THE BOTTOM OF EXISTING DITCH. THE VALVE, FIRE HYDRANT OR MANHOLE AND THE SURROUNDING AREA IS TO BE GRADED AS TO ALLOW MOWING AND PROPER DRAINAGE RUNOFF.

36.) NO VALVES OR MANHOLES WILL BE ALLOWED IN THE ROADWAY PAVEMENT. NO MASTER METER OR BACKFLOW PREVENTOR BOXES WILL BE ALLOWED INSIDE SCDOT RIGHT-OF-WAY.

37.) ALL PROPOSED SERVICES WILL BE INSTALLED BY THE *AUGER METHOD OF DRILLING*. NO *JETTING* OR *PUSH METHODS* WILL BE ALLOWED. IF A SERVICE IS LESS THAN 2 INCHES IN DIAMETER, IT MAY BE *DIRECTIONAL DRILLED*, IF THE COVER OVER THE SERVICE AT THE LOWEST POINT OF THE PAVEMENT STRUCTURE, STORM DRAINAGE PIPE, OR SIDELINE DITCH BOTTOM IS A MINIMUM OF *48 INCHES*. SEE **"SCDOT POLICY FOR DIRECTIONAL DRILLING UNDER ROADWAYS"**.

38.) UPON COMPLETION OF SERVICE PLACEMENT, THIS OFFICE WILL SELECT A MINIMUM OF 10% OF THE SERVICES TO CHECK FOR PROPER COVER DEPTH. IF THIS INSPECTION SHOWS THAT THE SERVICES ARE PLACED AS REQUIRED NO FUTHER TEST WILL BE REQUIRED. IF HOWEVER THE TESTS SHOW THAT THE SERVICES DO NOT HAVE PROPER COVER, THE IMPROPERLY INSTALLED SERVICES WILL BE CORRECTED AND THE REMAINDER OF SERVICES TESTED FOR COVER.

39.) ALL EXISTING STORM DRAINAGE PIPES DISTURBED DURING CONSTRUCTION ARE TO BE INSPECTED BY A SCDOT REPRESENTATIVE, FOR ANY SIGNS OF CRAKING OR BREAKAGE, PRIOR TO BEING RELAID. AFTER THE RELAYING OF DRAINAGE PIPE, IT WILL THEN AGAIN BE INSPECTED FOR GRADE, ALIGNMENT, AND JOINT SEALING PRIOR TO BE BACKFILLED AND COMPACTED. IF A PIPE IS DETERMINED TO HAVE BEEN DAMAGED IN CONSTRUCTION, TO A CONDITION WHERE IT CANNOT BE REUSED, IT WILL THEN BE REPLACED WITH AN EQUIVALENT OR BETTER GRADE PIPE AS REQUIRED, AND WILL MEET ALL SCDOT SPECIFICATIONS. IF THE CONTRACTOR FINDS AN EXISTING PIPE IS DAMAGED PRIOR TO ANY CONSTRUCTION IN THAT AREA, HE IS TO NOTIFY THE SCDOT INSPECTOR PRIOR TO ANY CONSTRUCTION.

40.) CONTRACTOR WILL MAINTAIN ACCESS TO ALL PROPERTY OWNERS AT ALL TIMES DURING CONSTRUCTION, AND UNTIL FINAL INSPECTION, AND APPROVAL IS OBTAINED.

ROADWAY BORING PROVISIONS

41.) THIS OFFICE IS TO BE NOTIFIED 24 HOURS PRIOR TO THE START OF ANY BORING OR OPEN ROADWAY CUT OPERATION IS TO BEGIN. ALL NECESSARY EQUIPEMENT AND MATERIALS NEEDED TO ACCOMPLISH THESE TASKS ARE TO BE ON SITE, AND INSPECTED BY SCDOT INSPECTOR PRIOR TO THE START OF EACH OPERATION. THIS ALSO INCLUDES ALL TRAFFIC CONTROL DEVICES AND SIGNAGE. CALL (843) 761 – 8481

42.) ANY BORING OPERATION BEING MADE ON THIS PROJECT SHALL BE MADE BY THE DRY BORE METHOD AND IN SUCH A MANNER AS NOT TO DISTURB THE EXISTING PAVEMENT. THE BORE PIT MUST NOT BE ANY CLOSER THAN FIVE FEET FROM THE EDGE OF PAVEMENT AND CONSTRUCTED AS DETAILED IN PROVISION NUMBER 43. THE COVER OVER THE CASING SHALL NOT BE LESS THAN 48 INCHES AT ANY POINT IN THE CASING LENGTH FROM THE LOWEST POINT OF THE ROADWAY STRUCTURE TO THE TOP OF THE CASING. NOTICE WILL BE GIVEN TO THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION, 24 HOURS PRIOR TO THE START OF ANY BORING OPERATION, AND IMMEDIATELY IF THE BORE TURNS AND DAMAGES THE EXISTING ROADWAY PAVEMENT OR SHOULDERS IN ANY WAY.

(A POLICY FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHT-OF-WAY), LATEST EDITION.

53.) ALL WORK INDICATED ON THIS PERMIT IS TO BE COMPLETED WITHIN ONE (1) YEAR OF THE APPROVAL DATE OF THE PERMIT. ALL DRIVEWAY CONSTRUCTION IS TO INCLUDE THE SURFACE TREATMENT AND ALL SHOULDER STABILIZATION REQUIRED.

54.) ALL WORK ON HEAVILY TRAVELED ROADWAYS THAT WILL INTERRUPT TRAFFIC FLOW WILL BE DONE BETWEEN THE HOURS OF 9:00 A.M. AND 4:00 P.M. UNLESS PERMISSION FROM THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION IS OBTAINED. ADDITIONAL PROVISIONS MAY BE REQUIRED IN AREAS WHERE A SCHOOL OR HEAVY PEDESTRIAN TRAFFIC IS PRESENT.

55.) ANY WORK THAT IS REQUIRED ON A SATURDAY WILL BE PRIOR APPROVED BY THE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION. NO SUNDAY WORK WILL BE PERMITTED UNLESS AN EMERGENCY ARISES DURING THE CONSTRUCTION OF THE PROJECT.

56.) ANY REQUEST FOR A FINAL INSPECTION OF A UTILITY PROJECT WILL BE MADE BY THE SUBMITTAL OF A "REQUEST FOR FINAL INSPECTION ON SCDOT ENCROACHMENT PERMIT" FORM WHICH IS EITHER INCLUDED IN THE PERMIT PACKAGE OR CAN BE OBTAINED FROM THIS OFFICE UPON REQUEST.

57.) ALL WORK PERFORMED UNDER THIS PERMIT SHALL CARRY A TWO (2) YEAR WARRANTY PERIOD BY THE PERMITTEE. THIS PERIOD WILL BEGIN AS OF THE DATE OF THE FINAL INSPECTION AND/OR SCDOT ACCEPTENANCE LETTER. ANY UTILITY INSTALLATION WILL BE THE RESPONSIBILTY OF THE OWNER FOR THE LIFE OF THE UTILITY PLACED. IF FOR ANY REASON THE UTILITY LINE FAILS, THIS OFFICE IS TO BE NOTIFIED IMMEDIATELY. IF IN THE CONSTRUCTION OF THE WORK DETAILED ON THE PERMIT THE CONSTRUCTION OR ANY PART OF THAT CONSTRUCTION IS PERFORMED IN A MANNER NOT SPECIFIED IN THE PERMIT OR ACCORDING TO SCDOT STANDARDS, *THE LENGTH OF THE WARRANTY PERIOD MAY BE EXTENDED AS DETERMINEED BY SCDOT.*

58.) APPROPRIATE SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION OFFICIALS, WILL BE NOTIFIED AS OF THE START OF ANY CONSTRUCTION ON THIS PROJECT, 24 HOURS PRIOR TO THE START, AND BE KEPT INFORMED OF THE PROGRESS DURING CONSTRUCTION, AND WHEN A FINAL INSPECTION IS WANTED AT THE COMPLETION OF THE PROJECT.

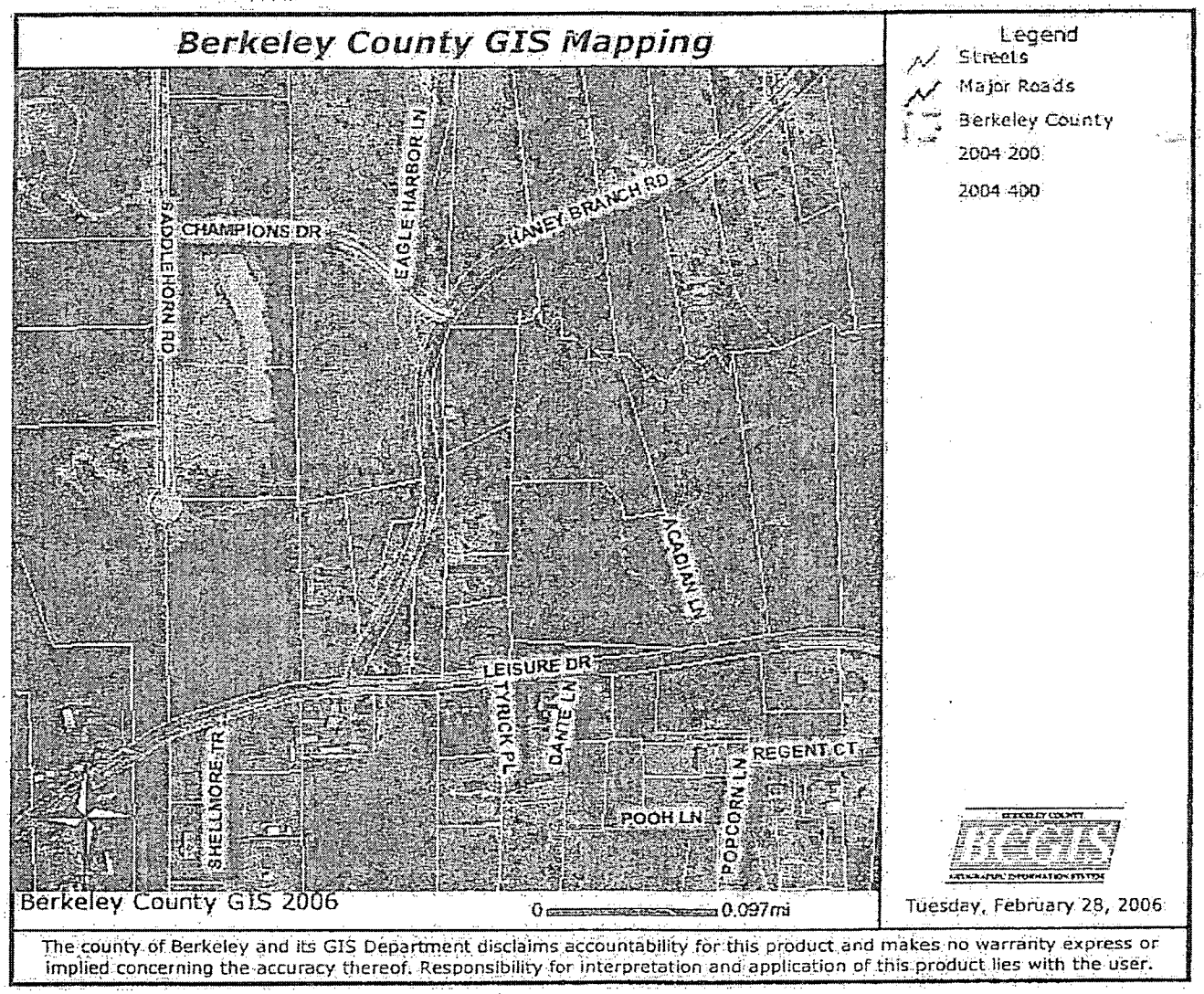
59.) A RELIABLE, PROPERLY INSURED, AND LICENCED CONTRACTOR WILL PERFORM THIS CONSTRUCTION.

60.) A FULL TIME ONSITE INSPECTOR MAY BE REQUIRED ON THIS PROJECT. SEE PERMIT FOR DETAILS.

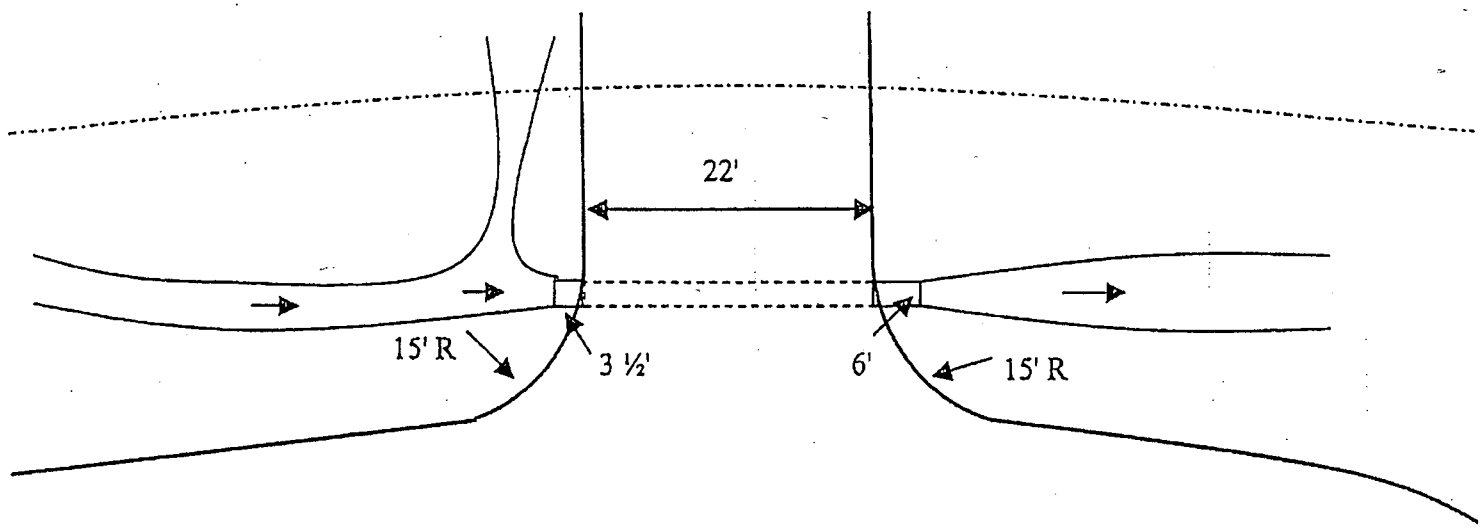
61.) ANY CONSTRUCTION MATERIALS OR EQUIPEMENT TO BE STORED OR PARKED ALONG SIDE OF ROADWAY OR IN THE RIGHT-OF-WAY, WILL BE PLACED A MINIMUM OF 30' FROM THE EDGE OF PAVEMENT, OR HAVE WARNING DEVICES AS REQUIRED AND APPROVED BY THIS OFFICE.

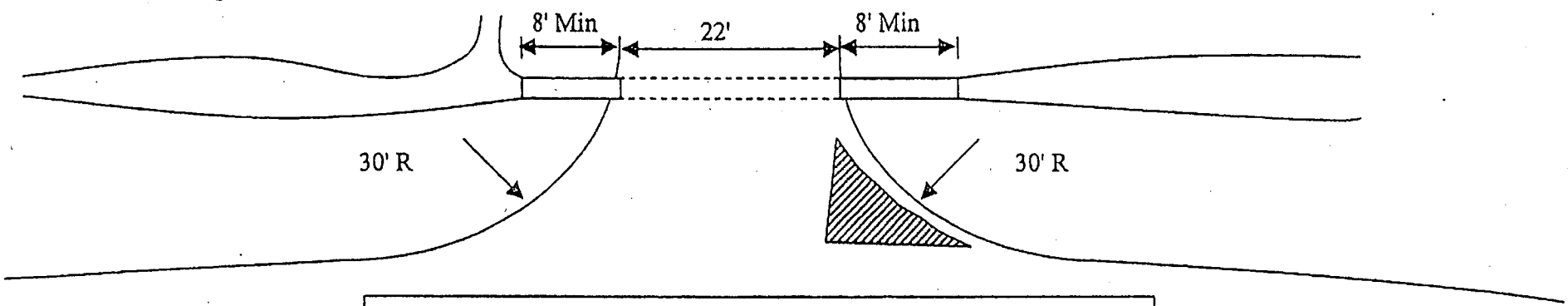
62.) FIELD CHANGES, IF NECESSARY MUST BE SUBMITTED IN WRITING AND APPROVED PRIOR TO THE START OF ANY ACTUAL CONSTRUCTION ON PROPOSED CHANGE. AN AS-BUILT SET OF PLANS WILL BE REQUIRED UPON COMPLETION OF THE PROJECT REFLECTING ANY AND ALL CHANGES TO THE ORIGINAL PLANS.

63.) IF A TIME EXTENSION OR A REVISION TO AN APPROVED PERMIT IS REQUIRED, A WRITTEN REQUEST ALONG WITH ANY DRAWINGS REQUIRED IS TO BE SUBMITTED TO THIS DEPARTMENT FOR REVIEW AND APPROVAL. NO WORK IS TO BE PERFORMED ON ANY ITEM NOT INDICATED ON THE PERMIT, EITHER SHOWN IN A


Berkeley County GIS Mapping
CHAMPIONS DR
SADDLEHORN RD
EAGLE HARBOR LN
HANEY BRANCH RD
ACADIAN LN
LEISURE DR
TYRRICK PL
DANTE LN
SHELLMORE TR
POOH LN
POPCORN LN
REGENT CT
Legend
Streets
Major Roads
Berkeley County
2004 200
2004 400
Berkeley County GIS 2006
0
0.097mi
Tuesday, February 28, 2006
The county of Berkeley and its GIS Department disclaims accountability for this product and makes no warranty express or implied concerning the accuracy thereof. Responsibility for interpretation and application of this product lies with the user.

Existing





1. Re-grade the ditch line on both sides of the driveway.
2. Add 1 joint of beveled RCP pipe to each side of the existing driveway pipe and build a 6' shoulder at a 12:1 slope
3. Increase the radius of the driveway to 30'
4. Repair asphalt at the roadway

Proposed

WITNESS
DATE:

PERMIT NO. S-08- 06-32496

SOUTH CAROLINA
DEPARTMENT OF TRANSPORTATION

EXHIBIT 47
WITNESS
DATE: 8-24-2018
REPORTER: H. LANDRY

ENCROACHMENT PERMIT
FINAL APPROVAL FORM

PERMITTEE Eagle Harbor, Inc. ROAD NUMBER S-8-1205

ADDRESS Danny Hilbert
1044 Eagle Harbor Lane
Summerville, SC 29483

ON SITE INSPECTION REQUIRED YES NO

NON COMPLIANCE LETTER SENT DATE N/A

FINAL ON-SITE INSPECTION DATE

INSPECTOR COMMENTS: Permittee cancelled permit on 1/7/10

PERMITTEE REQUEST FOR APPROVAL, LETTER DATED

SCDOT APPROVAL OF CONSTRUCTION YES NO

SCDOT LETTER APPROVAL ISSUED YES NO

APPROVAL LETTER DATED

LOGGED HMMS INITIALS

TWO YEAR INSPECTION CONDUCTED YES NO

TWO YEAR INSPECTION DATE

INSPECTORS COMMENTS:

WARRANTY END DATE:

TRACKING LOGGED DATE:
INITIALS:

Permit Number: BP2005-1240

Parcel Number: 178-00-03-051

Address: 254 Refiner Circle
Summerville, SC 29483

Applicant: Danny Gilbert
Address: Eagle Harbor Inc
1044 Eagle Harbor Lane
Summerville, SC 29485

Applicant Role:
Phone: 843-688-5995

Status: Denied **On Hold By:**

Filing Date: 7/29/2005
Decision Date: 1/31/2006
Application Expiration:
Permit Expiration: 1/25/2006
Last Edit Date:
Last Edited By:

App Accepted By:
Decision By:
Team Leader:
Default Inspector:

Comments: 1/31/06. Plans in Terri's Office. Terry will give Mr. Gilbert a call to pickup plans. yce This permit application has been denied - requested information has never been submitted and the application is 6 months old. 1/30/06; mhr

DO NOT ISSUE permit without septic approval letter for this home. DHEC faxed one, but it was for the 1st original home. Per Ronnie Brewer he will be submitting some changes in plans, but I was told to go ahead and send plans through. Commercial contractor to pick up permit. kcb 07/29/05

Sent one copy to engineering to see if they have previously review for another building. TLH 8/16/05

THIS PERMIT IS ON HOLD PER PLANNING, ENGINEERING AND LEGAL - 8/19/05; mhr

Appeal Filed:
Decision:
Date:
Appeal Comments:

Owners:

Name:	Purchase Date:
Eagle Harbor Inc	

Contractors:

Name:	Type:	Local Phone:	Primary?
			☐

Materials:

Type	Rate	Units	Value

000268

State of South Carolina
Office of the Secretary of State
The Honorable Mark Hammond

1205 PENDLETON STREET, SUITE 525
COLUMBIA, SC 29201

Information
(803) 734-2170
www.scsos.com

Business Filings
(803) 734-2158

P.O. BOX 11350
COLUMBIA, SC 29211

Boards/Commissions
(803) 734-2119

Notaries
(803) 734-2512

March 25, 2004

CERTIFIED MAIL

EXHIBIT 49
WITNESS
DATE: 3-4-2018
REPORTER: H. LANDRY

Mr. Danny L. Gilbert
Executive Director
Eagle Harbor, Inc.
1044 Eagle Harbor Lane
Summerville, SC 29483

Registration No.: 7529
Expiration Date: 07/01/2004
Re: Notice of Violation for Financial Report for Fiscal Year Ending 12/31/2002

Dear Mr. Danny L. Gilbert:

Thank you for speaking with Ned Badgett of this Office yesterday about Eagle Harbor's IRS Form 990 FYE 12/31/02. Under Section 33-56-140(D) of the South Carolina Solicitation of Charitable Funds Act, a report required to be filed under the Act which contains false or misleading statements can be returned to the organization without being filed.

Your 990 is returned to you for the following reasons: 1) Any in-kind contributions must be entered in Line 1a, Direct Public Support and Line 1d, Total Contributions, including the blank marked "noncash." As you mentioned in the phone call, your organization received at least a mobile office and some siding for a new building. 2) On Line 15, Fundraising, you should include any fees paid to Helen Whitcher for writing grants for Eagle Harbor. Those fees should also be entered in Part II, Line 30, Professional Fundraising Fees. 3) Your figure of -$106,465 on Line 72 should probably be moved to Line 70. As the instructions of the 990 indicate, on Line 70 enter the balance of all restricted and unrestricted funds. Line 72 is reserved for Retained earnings, endowment, accumulated income, or other funds not entered on 70. 4) In Part V, you must list all persons who serve as board members at any time during the fiscal year of the report. Since your wife signed your organization's registration statement filed on 5/27/2003 as Chief Financial Officer and on 7/11/2002 as Chief Financial Officer and, in her handwriting, "Board of Directors," she should be included on the 990's list of board members. Also, If there was a chairman, please identify that person in the list. 5) Please complete Line 82a and b, Donated services or use of materials. 6) On Schedule A, Part III, Line 2b, you must check Yes and attach a 'detailed statement explaining the transactions.' You should mention that Heritage Classic Homes has lent Eagle Harbor $7,403. You should explain that you are the sole owner of the company. 7) On Line 2c, check Yes and attach a statement explaining a) that Heritage Classic Homes used as its office a mobile office given to Eagle Harbor and that the office was located on Eagle

UU 000242

EXHIBIT 51
WITNESS
DATE: 3-4-2018
REPORTER: H. LANDRY

September 29, 2003

Ms Lynda J. Sullivan
1495 Remount Road
North Charleston, SC 29406

RE: Eagle Harbor Subdivision Phase 2, Lots 1-12

Dear Ms Sullivan,

I received your fax this morning dated September 26, 2003. I do understand that you represent Mrs. Winn and that all correspondences in the future should go through your office. I to am represented by attorney Jeff Spell, but will continue to correspond with you, with all legal decision referring back to my attorney. It is for this reason that I write you.

After reading your letter I have found nothing written of the issues I have concerning agreements with the Winn family. Specifically are those listed below:

- Danny Gilbert, the developer would provide ingress/egress for the parcel of land bought by Troy and Sarah Winn.
- Development of the land including all engineering, construction and sales would be done by Danny Gilbert.
- Where land was not suitable for septic systems, I, Danny Gilbert, would do all that was within my authority to provide off-site drain fields on land belonging to Belinda Fox, thus making land bought by the Winn's a sellable product.
- A construction company contracted by Danny Gilbert would reclaim land on lot 2 and 3 to make it useable, and obtain an appraisal for a value far greater than that of the property prior to reclaiming.
- A donation was made to Eagle Harbor Children's Home in the amount of $10,000 by the Winn family.
- Lots 2 and 3, now useable, would be donated to Eagle Harbor Children's Home (of which Mr. Troy Winn is a board member).
- As discussed and agreed upon by the Chairman of the Board for Eagle Harbor Children's Home, Doug Cotton, and land owner Troy Winn, lot 12 would be donated to Eagle Harbor for a future Directors home.

I have done all things within my responsibility to fulfill any and all obligations listed above. I was very surprised to find out about the change in property ownership by Troy Winn. Again, it was for that reason I contacted Mrs. Sarah Winn. My intentions were not to upset her, but to only express my interest in the matter and to ask her what her intentions in the future would be.

PORTIONS OF THIS AGREEMENT ARE SUBJECT TO ARBITRATION PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT, § 15-48-10, S.C. CODE OF LAWS OF 1976, AS AMENDED.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR EAGLE HARBOR

FILED, RECORDED, INDEXED
02/03/2003 02:02:13PM
Rec Fee: 57.00 St Fee: 0.00
Co Fee: 0.00 Pages: 51
Issued to: EAGLE HARBOR
Register of Deeds Berkeley Co., SC
Cynthia B. Forte

D-Fox EXHIBIT 9
WITNESS
DATE: 5-3-2018
REPORTER: H. LANDRY

01775

CERTIFIED TRUE COPY
BERKELEY COUNTY, SC

APR 27 2018

Cynthia B. Forte
Register of Deeds

REGISTER OF DEEDS SEAL BERKELEY COUNTY

4.7	Exclusion of Above Ground Utilities	14
4.8	Owner's Landscape Maintenance Between Lot Line and Adjacent Paving	14
4.9	Development, Sales and Construction Activities of Declarant	14
4.10	Assignment of Declarant's Rights to the Association	15
4.11	Other Rights and Reservations	15
ARTICLE 5.	PROPERTY RIGHTS	15
5.1	General Rights of Owners	15
5.2	Owner's Easement of Enjoyment	15
5.2.1	Right Of Association To Borrow Money	15
5.2.2	Declarant's Reserved Rights and Easements	15
5.2.3	Association's Rights to Grant and Accept Easements	15
5.2.4	Association's Rights and Easements	16
5.2.5	Declarant's Easements for Additional Property	16
5.2.6	Landscape Maintenance: Public Rights-of-Way	16
5.3	Easements for Declarant	16
5.3.1	Declarant's Easements for Any Additional Property	16
5.4	Changes in Boundaries: Additions to Common Areas	16
5.5	Easements for Utilities	16
5.6	Easement for Walks, Paths, and Signs	17
5.7	Easements for the Association	17
5.8	General Maintenance Easement	17
5.9	Easements Deemed Granted and Reserved	17
ARTICLE 6.	MEMBERSHIP	17
6.1	Membership	17
6.2	Voting Rights	17
6.2.1	Voting By Multiple Owners	18
6.3	Association Governance by Board	18
6.4	Meetings and Membership Voting	18
ARTICLE 7.	MAINTENANCE	18
7.1	Responsibilities of Owners	18
7.2	Association's Responsibility	18
7.2.1	General	18
7.2.2	Work In Behalf of Owners	19
7.3	Management	19
ARTICLE 8.	INSURANCE AND CASUALTY LOSSES	19
8.1	Insurance	19
8.1.1	Association's Property Insurance	19
8.1.2	Association's Liability Insurance	20
8.1.3	Fidelity Bonds	20
8.1.4	Association's Other Insurance	20
8.1.5	Association's Policies	20
8.1.6	Owner's Insurance	21
8.2	Damage or Destruction to Common Areas	21

ARTICLE 13.	ALTERNATIVE DISPUTE RESOLUTION & LITIGATION	30
13.1	Agreement to Avoid Costs of Litigation and to Limit Right to Litigate Disputes	30
13.2	Exempt Claims	30
13.3	Mandatory Procedures for Non-Exempt Claims	30
13.4	Litigation	30
13.5	Miscellaneous Alternative Dispute Resolution Provisions	31
	13.5.1 Conflicting Provisions	31
	13.5.2 TIME IS OF ESSENCE	31
ARTICLE 14.	MORTGAGEE PROTECTION	31
14.1	Introduction	31
14.2	Eligible Mortgagees	31
14.3	Notice of Actions	31
14.4	Consents Required: Constituent Documents' Changes	31
14.5	Actions	32
14.6	Change from Monthly Assessment	33
14.7	Declarant's Reserved Rights	33
14.8	Inspection of Books	33
14.9	Financial Statements	33
14.10	Enforcement	33
14.11	Attendance at Meetings	33
ARTICLE 15.	GENERAL PROVISION	34
15.1	Control of Declarant	34
	15.1.1 Voting Agreement and Proxy	34
	15.1.2 Creation of New Board	34
15.2	Amendments by Declarant	34
15.3	Amendments by the Association	34
15.4	Duration	35
15.5	Termination of the Association	35
15.6	Prepetuities	36
15.7	Interpretation	36
15.8	No Affirmative Obligation Unless Stated	37
15.9	No Implied Liabilities or Duties	37
15.10	Gender and Grammar	37
15.11	Severability	37
15.12	Rights of Third Parties	37
15.13	Notice of Sale, Lease or Mortgage	37
15.14	No Trespass	37
15.15	Notices	37

(e) "Board of Directors" or "Board" will mean and refer to the Board of Directors of the Association, which is the governing body of the Association.

(f) "By-Laws of the Association" or "By-Laws" will mean and refer to those By-Laws of EAGLE HARBOR Homeowners Association attached hereto as Exhibit "B", which govern the administration and operation of the Association, and as the same may be amended from time to time.

(g) "Common Areas" will mean and refer to any and all real and personal property now or hereafter deeded or leased to, or which is the subject of a use agreement with, the Association, and wherein the property therein described is specifically denominated to be a part of the Common Areas. The Common Areas shall include the Association's current and future recreation facilities, if any, road and street shoulders, walkways, leisure trails, bike paths, gazebos, gates, fountains, entry walls, the Development's signage, and such maintenance and drainage areas, easements and ponds located within the property and which are not maintained by public authority. The designation of any land and/or improvements as a Common Area will not mean or imply that the public at large acquires any easement of use of enjoyment therein. All Common Areas are to be devoted to and intended for the common use and enjoyment of the Declarant, Owners, and their respective guests, and invitees. Common areas do not include facilities, trails, pastures, lake and trails belonging to or located on the property of Eagle Harbor, Inc.

(h) "Common Expenses" will mean and refer to all liabilities or expenditures made or incurred or anticipated to be incurred by or on behalf of the Association, together with all funds necessary for the creation or maintenance of financial, equipment or capital improvement reserves, consistent with the provisions of this Declaration for maintenance, repair and management of the Common Areas and in the fulfillment of its Common Responsibility.

(i) "Common Responsibility" will mean and refer to the Association's duties and responsibilities for maintenance, repair and management of the Common Areas. The term will also include the Association's duties and responsibilities for maintenance, repair and management of areas not owned by the Association, but which will, pursuant to this Declaration, or any Supplemental Declaration or contract or agreement, be binding upon the Association. It is anticipated that the Association's Common Responsibilities for property not owned by it may include, but will not be limited to, landscaping, maintenance, repair and management of street shoulders, walkways, street lighting, and signage along the unpaved portions of publicly dedicated rights-of-way shown and noted on the Site Plan and designated thereon or in a Supplemental Declaration as the Common Responsibility of the Association. Furthermore, Common Responsibility will mean and refer to the maintenance, repair and management of lakes, lagoons, wetlands and drainage ways specifically shown and designated on any plat of the Property, or any portion thereof, as the responsibility of the Association, and whether owned by the Association or not, and/or incorporated herein by a Supplemental Declaration.

(j) "Declarant" will mean and refer to Eagle Harbor Inc, or any successor-in-title to the entire interest of such person with respect to the Property at the time of such transfer to said successor-in-title, or any party designated Of Record to succeed to the rights of Declarant hereunder as to the matters set forth in such writing. In exercising any right or easement granted or reserved to it hereunder, such right or easement shall be deemed to extend to its duly authorized directors, officers, agents, employees and contractors.

(k) "Declarant Control Period" means the time period commencing on the date this Declaration is filed Of Record and ending on the earlier of:

(i) December 31, 2010; or

(ii) Three (3) months after the conveyance by the Declarant, in the ordinary course of business to persons other than a successor Declarant, property representing ninety-five (95%) of the total number of Lots intended for development on all of the Property as set forth in a Supplemental Declaration executed and filed Of Record by the Declarant on or before December 31, 2010, making specific reference to this Section; or

(iii) Three (3) months following the date the Declarant surrenders its authority to appoint directors of the Association by an express amendment to this Declaration executed and filed Of Record by the Declarant.

(l) "Declaration" will mean and refer to this Declaration of Covenants, Conditions, and Restrictions for Eagle Harbor, as amended, from time to time. By any Supplemental Declaration filed Of Record.

(aa) "Supplemental Declaration" will mean and refer to any amendment to this Declaration filed Of Record, which makes any changes hereto.

ARTICLE 2. THE GENERAL PLAN FOR EAGLE HARBOR

2.1 Plan of Development of the Property. The Property initially contains 31 Lots as shown on the Site Plan, upon each of which one Dwelling may be constructed, and such Common Areas and areas of Common Responsibility serving the Lots and Dwellings, and which are installed and existing. All Lots and Dwellings within the Development will be and are hereby restricted exclusively to single-family residential use and will be subject to the standards and restrictions set forth in Article 4 hereof, including, but not limited to, restrictions and standards applicable to accessory buildings, including guest houses set forth in Section 4.1.1.

2.2 Additions To Property. Property may become subject to this Declaration in the following manner:

2.2.1 Additions By Declarant. During the Declarant Control Period, the Declarant shall have the right, without further consent of the Association or any Owner to bring within the plan and operation of this Declaration, or to consent thereto, the whole or any portion of any property contiguous or nearly contiguous to the Property and whether or not owned by the Declarant. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing Of Record a Supplemental Declaration with respect to the land to be added hereto and which shall extend the operation and effect of the covenants and restrictions of this Declaration thereto, and which, upon filing Of Record of a Supplemental Declaration, shall constitute a part of the Property.

(a) The Supplemental Declaration may contain such complementary additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Declarant to reflect the different character, if any, of the land added hereto, and as are not materially inconsistent with, this Declaration, but such modifications shall have no effect on the Property described in Section 2.1 above.

(b) The option reserved under this Section 2.2.1 may be exercised by Declarant only by the execution of a Supplemental Declaration filed Of Record and the filing Of Record of a Site Plan showing the land being added or such portion or portions thereof as are being added to the Development by such amendment, as well as the Lots, Common Areas and areas of Common Responsibility therein, if any. Any such Supplemental Declaration shall expressly submit the added land to all or specific provisions of this Declaration, as may be provided therein, and such other covenants, restrictions, conditions and easements as Declarant, in its sole discretion, shall determine.

2.2.2 Additions of Other Properties. Upon approval by two-thirds (2/3) of the votes of the Members pursuant to a Referendum therefor or upon approval by two-thirds (2/3) of the votes of the Members present, in person or by proxy, at a duly held meeting at which a quorum is present, the owner of any property contiguous or nearly contiguous to the Property and who desires to add it to the plan of this Declaration and to subject it to the jurisdiction of the Association, may file Of Record a Supplemental Declaration with respect to the property to be added, which will extend the operation and effect of the covenants and restrictions of the Declaration to such property, thereafter constituting a part of the Property. Any such Member approval shall be reflected in a consent to such Supplemental Declaration executed by the President of the Association.

2.2.3 Additions By Merger. Upon merger or consolidation of the Association with another association, following approval by two-thirds (2/3) of the votes of the Members pursuant to a Referendum therefore or upon approval by two-thirds (2/3) of the votes of the Members present, in person or by proxy, at a duly held meeting at which a quorum is present, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights, and obligations of another association may, by operation of law, be added to the properties of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the existing property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation will effect any revocation, change, or addition to the covenants established by this Declaration within the Property, including, without limitation, the maximum limits on Assessments and dues of the Association, or any other matter substantially affecting the interests of Members of the Association. Lands which become subject to this Declaration under the provisions of this Section 2.2.3 may in the future be referred to as a part of the Property.

3.2 Architectural Review Committee. The Declarant will establish an Architectural Review Committee ("ARC") to administer the architectural and aesthetic approval process for the Development. The ARC under this Declaration will consist of not more than five (5) nor less than two (2) members, who need not be Lot Owners. The terms of office for each member and other matters of governance to be applicable to the ARC, will be established by the Declarant prior to the time any review and approval process hereunder would otherwise have to take place. A member appointed by the Declarant may be removed with or without cause by the Declarant at any time by written notice to the appointee, and any successor appointed to fill the vacancy will serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the ARC following assignment of the whole or any portion of ARC functions pursuant to Section 3.2.1 below is subject to the prior approval of Declarant until that date which is three (3) years following the termination of the Declarant Control Period. The ARC is responsible for administering the Design Guidelines, adopted and amended from time to time as hereinafter provided, and for the review and approval process conducted in accordance with this Article 3. The ARC is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the ARC in performing its functions set forth herein. The ARC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred by the committee in having any application reviewed by architects, engineers or other professionals. Fees set forth by the Declarant in Article 3 are subject to change.

3.2.1 Right to Assign ARC Functions. Declarant reserves the right to assign to the Association, at its sole discretion at any time during the Declarant Control Period, the whole or any portion of its rights reserved in this Declaration which are exercisable by the ARC. The Association does hereby agree to accept any such assignment of rights without the necessity of any further action by it. Upon the expiration of three (3) years following the termination of the Declarant Control Period, any then remaining ARC rights of the Declarant are deemed assigned to the Association, which will succeed to all the rights of Declarant over the ARC then remaining unassigned without further action on the part of either the Declarant or the Association.

3.2.2 Liability of ARC Members. No member of the ARC, or any assignee of rights hereunder, will be liable to any Owner for any decision, action or omission made or performed by the ARC member in the course of his duties unless the member acted in bad faith or in reckless disregard of the rights of any person or of the terms of this Declaration.

(a) Indemnification. Until all the ARC functions are assigned, the Declarant will, to the full extent permitted by law, indemnify all persons designated from time to time by the Declarant to serve as members of the ARC exercising unassigned rights hereunder from and against any liability, including attorney fees, as may be incurred by the members contrary to the provisions of this Section 3.2.2. Following any such assignment by the Declarant, members of the ARC or successor board exercising rights so assigned are indemnified by the Association.

3.3 Design Guidelines. The Declarant will prepare the initial design and development guidelines, as well as the form of application and review procedures therefor (the "Design Guidelines"), which will apply to all development and construction activities within the Development. The Design Guidelines may contain general provisions applicable to all of the Development, as well as specific provisions which may vary according to Community, location therein, unique characteristics, and intended use.

3.3.1 Interior Improvements. Generally speaking, the Design Guidelines will not cover interior improvements, which will, generally, not be subject to review and approval by the ARC, unless the review and approval may otherwise be required because the interior improvements are made within an area plainly within view of adjacent properties.

3.3.2 Drainage. Design Guidelines may provide that, in connection with the ARC's approval and to prevent excessive drainage or surface water runoff, the ARC may have the right to establish a maximum percentage of property which may be covered by buildings, structures, or other improvements, which guidelines may be promulgated on the basis of topography, percolation rates of the soil, soil types and conditions, vegetation cover, and other environmental factors, or to impose guidelines for the installation of storm water management facilities deemed appropriate to limit or control runoff.

3.3.3 Sitting, Setbacks, Height and Impervious Area Limitations. Unless otherwise specifically provided or allowed in writing by the Declarant or by applicable zoning or governmental authority, and the siting of

4.1 Building Restrictions. Except as may be otherwise set forth in this Declaration, on the Site Plan, in any Supplemental Declaration, in any agreement with Declarant, or by specific deed restriction, the following building restrictions will apply with respect to the properties subject to this Declaration:

4.1.1 Number of Buildings on Lots. No structure will be constructed on a Lot other than one (1) Dwelling and two (2) accessory buildings, which may include a detached private garage, servant's quarters, guest house or pool house, provided the use of such dwelling or accessory building does not overcrowd the Lot and provided further, that such building is not used for any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main building without the approval of the Declarant. A guest suite or like facility may be included as part of the main dwelling or accessory building, but said suite may not be rented or leased except as part of the entire premises including the main dwelling.

4.1.2 Square Footage Requirements. All residential Dwellings constructed on the Lots shall have the minimum square feet of living space, being the enclosed and covered areas within the Dwelling, exclusive of garages, carports, porches, terraces, balconies, decks, patios, courtyard, greenhouses, atriums, storage areas, attics, and basements, set forth in Schedule I attached hereto or attached in any Supplemental Declaration.

4.1.3 Completion of Improvements. The exterior of all Dwellings and other structures constructed upon any Lot must be completed within twelve (12) months after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder thereof due to strikes, fires, national emergencies or natural calamities. No Dwelling under initial construction shall be occupied until construction is completed and all necessary approvals of any governmental authorities have been obtained.

4.1.4 Other Requirement of Residences. In addition, all residential structures constructed on a Lot will be designed and constructed in compliance with the requirements of the Building Code of the governmental authority with jurisdiction thereof.

4.2 Trees. No Owner, other than Declarant, shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of ten (10) inches or more at a point of four and one-half (4-1/2') feet above the ground level, or other significant vegetation as designated, from time to time, by the ARC, without obtaining the prior approval of the ARC, provided that dead or diseased trees which are inspected and certified as dead or diseased by the ARC or its representatives, as well as other dead or diseased shrubs, bushes, or other vegetation, shall be cut and removed promptly from any property by the Owner thereof. Nothing herein shall be construed so as to limit any applicable law or ordinance.

4.3 Use of Lots and Dwellings. Except as permitted by Section 4.10, each Lot and Dwelling will be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Dwelling as an office by an Owner or Occupant will not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic; provided that in no event will any Lot or Dwelling be used as the office of or storage area for any building contractor, real estate developer or real estate broker, except as may be on a temporary basis, with the express written approval of the Declarant during the Declarant Control Period, and thereafter by the Board of Directors, and in accordance with reasonable rules and regulations promulgated therefor. Nothing contained herein shall be construed so as to prohibit the construction of houses to be sold on a Lot or the showing of Dwellings for the purpose of selling houses in the Development; and nothing herein shall be construed to prevent the Declarant or its permittees from erecting, placing or maintaining signs, structures and offices as it may deem necessary for its operation and sales in the Development. Lease or rental of a Dwelling for signs, structures and offices residential purposes will also not be considered to be a violation of this covenant so long as the lease (a) is for not less than the entire Dwelling and all the improvements thereon, and (b) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by the Declarant and the Board of Directors. All leases or rental agreements will be in writing and will be for a duration of one (1) year or more unless, for good cause shown, the Board permits, in writing, a shorter term, which, nevertheless, shall not be shorter than six (6) months. Upon request, the Owner will provide the Declarant and Board of Directors with copies of such lease or rental agreement. Any Occupant will in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder.

4.4 Antennas. No television antenna, radio receiver, or other similar device will be attached to or installed on any portion of the Development, except as required by the Telecommunications Act of 1996 and implementing rules therefor issued by the Federal Communications Commission and by the Association in conformity with rules or guidelines of the Federal Communications Commission; provided, however, the Declarant and the Association will not be prohibited

applicable, which will include, but not be limited to, membership in the Association. Each Owner will automatically become a Member of the Association and will remain a Member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association will automatically pass to his successor-in-title to his or its property.

5.2 Owner's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules, regulations, fees, and charges from time to time established by the Board of Directors in accordance with the By-Laws and the terms hereof, every Owner and Occupant will have a nonexclusive right, privilege, and easement of use and enjoyment in and to the Common Areas, to the extent so entitled hereunder, such easement to be appurtenant to and to pass and run with title, subject to the rights, restrictions, reservations, covenants, easements and obligations reserved, granted or alienable in accordance with this Declaration, including, but not limited to:

5.2.1 Right of Association to Borrow Money. The right of the Association to borrow money (a) for the purpose of improving the Development, or any portion thereof, (b) for acquiring additional Common Areas, (c) for constructing, repairing, maintaining or improving any facilities located or to be located within the Development, or (d) for providing the services authorized herein, and, subject to the provisions of Section 11.2, to give as security for the payment of any such loan a mortgage or other security instrument conveying all or any portion of the Common Areas; provided, however, that the lien and encumbrance of any such security instrument given by the Association will be subject and subordinate to any and all rights, interest, options, licenses, easements, and privileges herein reserved or established for the benefit of Declarant, any Owner, or the holder of any Mortgage, irrespective of when such Mortgage is executed or given.

5.2.2 Declarant's Reserved Rights and Easements. The rights and easements specifically reserved to Declarant in this Declaration.

5.2.3 Association's Rights to Grant and Accept Easements. The right of the association to grant and accept easements as provided in Section 5.5 and to dedicate or transfer fee simple title to all or any portion of the Common Areas to any public agency or authority, public service district, public or private utility, or other person, provided that any such dedication or transfer of the fee simple title must be approved by a majority of those present in person or by proxy at a duly held meeting of the Association and by Declarant, during the Declarant Control Period and thereafter for so long as Declarant owns any of the Property primarily for the purpose of development or sale.

5.2.4 Association's Rights and Easements. The rights and easements specifically reserved in this Declaration for the benefit of the Association, its directors, officers, agents, and employees.

5.2.5 Declarant's Easements for Additional Property. Declarant's right to add Additional Property to this Declaration pursuant to Section 2.2.1 and the rights and easements reserved in Section 5.3.1 hereof for the benefit of the Additional Property so added to this Declaration.

5.2.6 Landscape Maintenance; Public Rights-of-Way. Declarant may, in its sole discretion, reserve an easement over any public roadway within the Development for the purpose of doing additional maintenance to said public streets and roads and to maintain landscaping along the unpaved rights-of-way thereof, and thereafter denominate on a Site Plan or Supplemental Declaration that said easement will constitute a Common Area of the Development to be maintained by the Association.

5.3 Easement for Declarant. During the period that Declarant owns any of the Property for sale, Declarant will have an alienable and transferable right and easement on, over, through, under, and across the Common Areas for the purpose of constructing improvements in and to the Lots and for installing, maintaining, repairing and replacing other improvements to the Property contemplated by this Declaration or as Declarant desires, in its sole discretion, including, without limitation, any improvements or changes permitted and described by Article 2, and for the purpose of doing all things reasonably necessary and proper in connection therewith, provided in no event will Declarant have the obligation to do any of the foregoing.

5.3.1 Declarant's Easements of any Additional Property. There is hereby reserved for Declarant, and its successor, assigns, and successors-in-title to the Additional Property, for the benefit of and as an appurtenance to the Additional Property, when added to this Declaration pursuant to Section 2.2.1, and as a burden upon the then existing Development, perpetual, non-exclusive rights and easements for (a) pedestrian, vehicular, access, ingress, egress, parking over, across, within, and on all private roads, sidewalks, trails, parking facilities, and lagoons, from time to time located within the Common Areas or within easements serving the Common Areas, (b) the installation, maintenance, repair,

for the purpose of (a) mowing such area and keeping the same clear and free from unsightly growth and trash, (b) maintaining such bodies of water, such maintenance to include, without limitation, dredging and the maintenance of reasonable water quality standards, and (c) installing, constructing, repairing, replacing, and maintaining erosion control devices, provided that the foregoing reservation of easements will not be deemed to limit the responsibility therefor by Owners under Section 8.1 hereof. The costs thereof incurred as a result of the action or inaction of any Owner will be paid by such Owner, and until paid will be a continuing lien upon the Owner's Lot or Dwelling.

5.9 Easements Deemed Granted and Reserved. All conveyances of a Lot hereunder, whether by the Declarant or otherwise, will be deemed to have granted and reserved, as the context will require, all easements set forth in this Declaration, including, but not limited to, those set forth in this Article 5.

ARTICLE 6. MEMBERSHIP

6.1 Membership. Every Owner, including the Declarant, of a Lot and Dwelling will be a Member of the Association. Ownership of a Lot will be the sole qualification for such membership. In the event that fee simple title to a Lot or Dwelling is transferred or otherwise conveyed, the membership in the Association which is appurtenant thereto will automatically pass to such transferee, notwithstanding any failure of the transferor to endorse to his transferee any certificates or other evidences of such membership. The foregoing is not intended to include Mortgages or any other persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest will not terminate or otherwise affect an Owner's membership in the Association.

6.2 Voting Rights. The Association will have two (2) types of voting memberships which are as follows:

TYPE A: Type A Members will be Owners (including the Declarant) of Lots and Dwellings. A Type A Member will be entitled to one (1) vote for each Lot and Dwelling owned.

TYPE B: The Type B Member will be the Declarant or its designated assign. The Type B Member will be entitled to three (3) votes for each vote held by Type A Members, plus one (1) vote during the Declarant Control Period. Thereafter, the Type B Member will exercise votes only as to its Type A Memberships.

Payment of Special Assessments or Emergency Special Assessments will not entitle Type A Members to additional votes. Only those Members in good standing and eligible to vote pursuant to the Bylaws shall be entitled to cast any vote required or permitted hereunder, and only the votes of Members in good standing and eligible to vote shall be considered in any calculation of votes or any required percentage thereof.

6.2.1 Voting by Multiple Owners. When any Lot or Dwelling of a Type A Member of the Association is owned Of Record in the name of two or more persons, other than husband and wife (either of whose vote will bind both, by an entity, or in any other manner of joint or common ownership, the vote for such Lot or Dwelling will be exercised as such co-Owners determine among themselves and advise the Secretary of the Association in writing prior to any meeting; or the vote will be exercised by such co-Owner, or his duly appointed proxy, as will be designated in a writing by all co-Owners filed Of Record, a copy of which will be delivered to the Secretary of the Association and will remain effective for all meetings until revoked by the co-Owners in a similar writing or until such designation terminates pursuant to the terms of such writing.

6.3 Association Governance by Board. The Association will be governed by a Board of Directors consisting of Three (3) or five (5) members. Initially, during the Declarant Control Period, the Board will consist of three (3) members appointed by the Declarant, and following expiration of the Declarant Control Period, the Board will consist of five (5) members elected as provided in the Bylaws of the Association.

6.4 Meetings and Membership Voting. Except as otherwise provided in this Declaration, rules and procedures of the Association, including, but not limited to, conducting elections, meetings (both regular and special), and for casting of votes by members, and the number thereof required for quorums and approval or ratification, shall be as set forth in the Bylaws.

ARTICLE 7. MAINTENANCE

become a part of the Assessment to which such Owner and his property is subject and will become a lien against such property. In the event that Declarant undertakes such maintenance, cleaning, repair, or replacement, the Association will promptly reimburse Declarant for Declarant's costs and expenses.

7.3 Management. The Board of Directors may retain a professional management company, professional manager, or full time employee to manage the Common Areas and Common Responsibilities and the operation of the administrative affairs of the Association. The Board of Directors may itself subsequently elect to assume those management responsibilities and in accordance with the terms of any management contract terminate the contract of any professional manager.

ARTICLE 8. INSURANCE AND CASUALTY LOSSES

8.1 Insurance.

8.1.1 Association's Property Insurance. The Board of Directors will have the authority to obtain and continue in effect adequate property insurance, in such form as the Board deems appropriate, for the benefit of the Association. Such coverage will insure all insurable improvements in and to the Common Areas, and any non-owned property under its Common Responsibility for which the Board determines insurance is warranted, against loss or damage by fire or other hazards, including, without limitation, extended coverage, flood, vandalism, and malicious mischief, such coverage to be in an amount sufficient to cover the full replacement cost (without depreciation but subject to such deductible levels as are deemed reasonable by the Board) of any repair or reconstruction in the event of damage or destruction from any such hazard.

8.1.2 Association's Liability Insurance. The Board will have the authority to and will obtain and continue in effect a public liability policy covering all the Common Areas and areas of Common Responsibility, and all damage or injury caused by the negligence of the Association, its Members, its directors and officers, or any of its agents. Such public liability policy will provide such coverages as are determined to be necessary by the Board of Directors.

8.1.3 Fidelity Bonds. The Association will obtain, maintain and pay the premiums, as a Common Expense, upon a blanket fidelity bond for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds belonging to or administered by the Association, including any professional management company assisting with the administration of the Association. The total amount of the fidelity bond coverage required will be based upon the best business judgment of the Board of Directors. Fidelity bonds will meet the following requirements: the Association will be named as an obligee; the bonds will contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of " employees" or similar terms or expressions; and the bond will provide that it may not be canceled or substantially modified (including cancellation for nonpayment of a premium) without at least ten (10) days prior written notice to the Association and each Mortgagee listed as a scheduled holder of a first Mortgage in the fidelity bond.

8.1.4 Association's Other Insurance. The Board will have the authority and may obtain (a) workers' compensation insurance to the extent necessary to comply with any applicable laws and (b) other types and amounts of insurance as may be determined by the Board to be necessary or desirable, including, but not limited to, fidelity and directors' and officers' liability coverage.

8.1.5 Association's Policies. All such insurance coverage obtained by the Board of Directors will be written in the name of the Association as trustee for each of the Owners and costs of all such coverage will be a Common Expense. Exclusive authority to adjust losses under policies obtained by the Association and hereafter in force with respect to the Development will be vested in the Board of Directors; provided, however, that no mortgagee or other security holder of the Common Areas having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto. Insofar as permitted by law, the Association will be required to make every effort to secure insurance policies with the provisions hereinafter set forth:

(a) All policies will be written with a company holding a rating of A+ in a financial category of 10, or a better rating and financial category, as established by Best's Insurance Reports, if such a company is available or, if not available, its equivalent rating or the best possible rating.

9.1 Condemnation of Common Areas. Whenever all or any part of the Common Areas of the Development will be taken by any authority having the power of condemnation or eminent domain, or is conveyed in lieu thereof by the Board acting on the affirmative vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members, which percentage will also constitute the quorum required for any such meeting: and following written approval by the Declarant for so long as Declarant owns any of the Property primarily for development or sale, the award or proceeds made or collected for such taking or sale in lieu thereof will be payable to the Association and will be disbursed or held as follows:

9.1.1 Common Areas With Improvements. If the taking or sale in lieu thereof involves a portion of the Common Areas on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, for so long as Declarant owns any of the Property primarily for development or sale, and the Board, acting on the vote of seventy-five percent (75%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting), will otherwise agree, the Association will restore or replace such improvements so taken, to the extent practicable, on the remaining lands included in the Common Areas which are available therefore, in accordance with the plans approved by the Board of Directors, the ARC, and by Declarant during the Declarant Control Period. If the awards or proceeds are not sufficient to defray the cost of such repair and replacement and such deficiency cannot be appropriated from a reserve fund as may have been established for such purpose, the Board of Directors may levy a Special Assessment against all Owners, without the necessity of a vote pursuant to Section 11.5, such Special Assessment to be in an amount sufficient to provide funds to pay such excess cost or repair or reconstruction. Such a Special Assessment will be levied against the Owners equally in the same manner as Annual Assessments are levied, and additional Special Assessments may be made at any time during or following the completion of any repair or reconstruction. If such improvements are not to be repaired or restored, the award or proceeds will be retained by and for the benefit of the Association.

9.1.2 Common Areas Without Improvements. If the taking or sale in lieu thereof does not involve any improvements to the Common Areas, or if there are net funds remaining after any such restoration or replacement of such improvements is completed, then such award, proceeds, or net funds will be retained by and for the benefit of the Association.

9.1.3 Including Owner's Property. If the taking or sale in lieu thereof includes all or any part of an Owner's property and also includes any part of the Common Areas, then a court of competent jurisdiction will apportion such award or proceeds, which will be disbursed to the Association and the Owners so affected so as to give just compensation to the Owners for their interest in such property; provided, however, such apportionment may instead be resolved by the agreement of (i) the Board of Directors, (ii) the Owners of all properties wholly or partially taken or sold, together with the Mortgagees for each such property, and (iii) Declarant, for so long as Declarant owns any of the Property primarily for development or sale.

ARTICLE 10. FUNCTIONS OF THE ASSOCIATION

10.1 Board of Directors and Officers. The Association, subject to the rights of Declarant and the rights and duties of the Owners set forth in this Declaration, will be responsible for the exclusive management and control of the Common Areas and areas of Common Responsibility and all improvements thereon (including furnishings and equipment related thereto) and will keep the same in a good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions thereof. Except to the extent otherwise required by the provisions of the Nonprofit Corporation Act, this Declaration, the Bylaws, or the Articles of Incorporation, the powers herein or otherwise granted to the Association shall be exercised by the Board of Directors, acting through the officers of the Association and their duly authorized delegees, without any further consent or action on the part of the Owners. As provided in Section 16.1 hereof and notwithstanding any other provision to the contrary contained in any instruments evidencing or establishing the Development, Declarant will have the right to appoint or remove any member or members of the Board of Directors or any officer or officers of the Association during the Declarant Control Period. Each Owner, by acceptance of a deed to or other conveyance of a Lot or Dwelling vests in Declarant such authority to appoint and remove directors and officers of the Association as provided by this Section 10.1 and by Section 15.1 hereof.

10.2 Duties and Powers. The duties and powers of the Association will be those set forth in the provision of the Nonprofit Corporation Act, this Declaration, the Bylaws, and the Articles of Incorporation, together with those reasonably implied to effect the purposes of the Association; provided; however, that if there are conflicts or inconsistencies between the Nonprofit Corporation Act, this Declaration, the Bylaws, or the Articles of Incorporation, the

(h) To provide for hearings and appeal process for violations of rules and regulations.

10.3 Mortgage or Pledge. Subject to the provisions of Section 5.2.1, the Board of Directors will have the power and authority to mortgage property of the Association and to pledge, the revenues of the Association as security for loans made to the Association which loans will be used by the Association in performing its authorized functions. The Declarant may make loans to the Association, subject to approval by the Declarant of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association will not be allowed to reduce the limits of the regular Annual Assessment at any time there are outstanding any amounts due the Declarant as repayment of any loans made by the Declarant to the Association.

10.4 Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire and hold tangible and intangible personal property and real property and may dispose of the same by sale or otherwise. All funds received and title to all properties acquired by the Association and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring or selling the same, will be held by and for the benefit of the Association. The shares of the Owners in the funds and assets of the Association cannot be individually assigned, hypothecated, or transferred in any manner, except to the extent that a transfer of the ownership of a Lot or Dwelling also transfers the membership in the Association which is an appurtenance to such Lot and Dwelling.

10.5 Rules and Regulations. As provided in Article 13 hereof, the Association may make, amend, revoke and enforce reasonable rules and regulations governing the use of the Lots, Dwellings, Common Areas and areas of Common Responsibility, which rules and regulations will be consistent with the rights and duties established by this Declaration.

10.6 Reduction in Services. During the calendar years of 2003-2004 and during the first two years when any additional property may be added to this declaration, the Board of will and list a minimum level of services which will be furnished by the Association. So long as the Declarant is engaged in the development of properties which are subject to the terms of this Declaration, the Association will not reduce the level of services it furnishes below such minimum level. Such minimum level of service will expressly include an obligation of the Association to maintain the Common Areas and areas of Common Responsibility and pay the costs and expenses set forth in any lease or use agreement therefor.

10.7 Obligation of the Association. The Association will not be obligated to carry out or offer any of the functions and services specified by the provisions of this Article except as specified in Section 10.6 above. The functions and services to be carried out or offered by the Association at any particular time will be determined by the Board of Directors taking into consideration the funds available to the Association and the needs of the Members of the Association. Special Assessments will be submitted for approval as herein-provided. Subject to the provisions of Section 10.6 above, the functions and services which the Association is authorized to carry out or to provide may be added or reduced at any time upon the sole approval of the Declarant during the Declarant Control Period; and thereafter, the functions and services which the Association is authorized to carry out or to provide may be added or reduced by the Board acting on the vote of fifty-one percent (51%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members (which percentage will also constitute the quorum required for any such meeting).

ARTICLE 11. ASSESSMENTS

11.1 Purpose of Assessments. The Assessments for Common Expenses provided for herein will be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and Occupants of the Development, and maintaining the Development and improvements therein, all as may be more specifically authorized from time to time by the Board of Directors.

11.2 Creation of Lien and Personal Obligation of Assessments. Each Owner, by acceptance of a deed or other conveyance thereof, whether or not it will be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (a) Annual Assessments, such Assessments to be established and collected as provided in Section 11.3, (b) Special Assessments, such Assessments to be established and collected as provided in Section 11.5, (c) Emergency Special Assessments, such Assessments to be established and collected as provided in Section 11.6, (d) individual or specific Assessments pursuant to Section 11.8. Any such Assessments payable, together with late charges, simple interest at a rate established from time to time by the Board of Directors, and court costs and attorneys' fees incurred to enforce or collect such Assessments, will be an equitable charge and a continuing lien upon the property of the owner thereof who is responsible for payment. Each Owner will be personally liable for Assessments, coming due while he is the

(b) utility charges for utilities serving the Common Areas and charges for other common services for the Development, including trash collection and security services, if any such services or charges are provided or paid by the Association;

(c) the cost of any policies of insurance purchased for the benefit of all the Owners and the Association as required or permitted by this Declaration, including fire, flood, and other hazard coverage, public liability coverage, and other insurance coverage determined by the Board to be in the interests of the Association and the Owners;

(d) the expenses of maintenance, operation, and repair of those portions of the Common Areas which are the responsibility of the Association under the provisions of this Declaration;

(e) the expenses of any architectural review board established to receive and administer the whole or any portion of the ARC functions transferred and conveyed to the Association which are not defrayed by plan review charges;

(f) ad valorem real and personal property taxes assessed and levied against the Common Areas;

(g) such other expenses as may be determined from time to time by the Board of to be Common Expenses, including, without limitation, taxes and governmental charges not separately assessed against Lots or Dwellings; and

(h) the establishment and maintenance of a reasonable reserve fund or funds (i) for maintenance, repair, and replacement of those portions of the Common Areas which are the responsibility of the Association and which must be maintained, repaired, or replaced on a periodic basis, (ii) to cover emergencies and repairs required as a result of casualties which are not funded by insurance proceeds, and (iii) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board of Directors.

11.4 Determination of Default Budget and Default Annual Assessment. Upon the failure of the Board of Directors to adopt a budget, or upon the disapproval of any budget pursuant to Section 11.3.1, the Default Budget and Default Annual Assessments will be the greater of:

(a) The then existing budget and Annual Assessments, increased in proportion to the percentage increase, if any, in the "CPI-U," as hereinafter defined, from December of the preceding year to November of the then current year in which the said maximum budget and Annual Assessment is being determined, or by five (5%) percent, whichever is greater; or

(b) The budget and Annual Assessments for the year in which this Declaration is filed Of Record by the Declarant, increased to the year in which the said maximum budget and Annual Assessment is being determined in proportion to the percentage increase, if any, in the "CPI-U," as hereinafter defined, from December of the year preceding the year in which this Declaration is filed Of Record to November of the year in which the said maximum budget and Annual Assessment is being determined, or by five (5%) percent per annum, compounded, whichever is greater.

The "CPI-U" will mean the Consumer Price Index for All Urban Consumers (1982-84=100), or, if such index is discontinued or revised, by reference to such other government index or computation with which it is replaced or which would produce substantially the same measure as would be obtained if such index had not been discontinued or revised.

11.4.1 Change in Default Amounts Upon Merger or Consolidation. The limitations of Section 11.4 will apply to any merger or consolidation in which the Association is authorized to participate under Section 2.2.3.

11.5 Special Assessments for Improvements and Additions. In addition to the regular, Annual Assessments authorized by Section 11.3 hereof, the Association may levy Special Assessments, for the following purposes:

(a) Construction or reconstruction, repair or replacement of capital improvements upon the Common Areas, including the necessary fixtures and personal property related thereto;

for each Assessment installment shall attach simultaneously as the same will become due and payable, and if an Assessment installment has not been paid as aforesaid, the entire unpaid balance of the Assessment installments remaining to be paid during the fiscal year may be accelerated by the option of the Board and be declared due and payable in full. The continuing lien and equitable charge of such Assessment will include all costs of collection (including reasonable attorneys' fees and court costs), and any other amounts provided or permitted hereunder or by law, subordinate only to liens for unpaid taxes, any Institutional Mortgage and any Mortgage held by Declarant as provided in Section 11.2 above. In the event that the Assessment remains unpaid sixty (60) days following the date when so due, the Association may institute suite to collect such amounts and to foreclose its lien. The equitable charge and lien provided for in this Section will be in favor of the Association, and each Owner, by his acceptance of a deed or other conveyance to a Lot, vests in the Association and its agents the right and power to bring all actions against him personally for the collection of such Assessments as a debt and/or to foreclose the aforesaid lien in like manner as a mortgage of real property. The Association will have the power to bid on the Lot or Dwelling at any foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, non-use of the Common Areas or abandonment of his Lot, and an Owner will remain personally liable for Assessments, including interest and late charges which accrue prior to a sale, transfer, or other conveyance of his Lot.

11.10 Certificate. The Treasurer, any Assistant Treasurer, or the manager of the Association will, within ten (10) days of a written request and upon payment of a fee set from time to time by the Board of Directors, furnish to any Owner or such Owner's Mortgagee which requests the same, a certificate signed by the Treasurer, Assistant Treasurer, or manager setting forth whether the Assessments for which such Owner is responsible have been paid, and, if not paid, the outstanding amount due and owing, together with all fines, accrued interest, and other penalty charges. Such certificate will be conclusive evidence against all but such Owner of payment of any Assessments stated therein to have been paid.

11.11 Date of Commencement of Assessments. The Assessments provided for herein will commence on the date on which a Lot is conveyed to a person other than Declarant and will be due and payable in such manner and on such schedule as the Board of Directors may provide. Annual Assessments, Special Assessments and Emergency Special Assessments will be adjusted for such property according to the number of months then remaining in the then fiscal year of the Association and the number of days then remaining in the month in which such property is first conveyed.

11.11.1 Working Capital Collected At Initial Closing. Notwithstanding anything to the contrary in this Declaration, a working capital fund will be established for the Association by collecting from each Owner who acquires title to his Lot from the Declarant a working capital amount equal to 2/12ths of the Annual Assessment then in effect, which Assessment will be due and payable, and will be transferred to the Association, at the time of transfer of each Lot by the Declarant to any other Owner. Such sum is and will remain distinct from the Annual Assessment and will not be considered advance payment of the Annual Assessment. The working capital receipts may be used by the Association in covering operating expenses as well as any other expense incurred by the Association pursuant to this Declaration and the Bylaws.

ARTICLE 12. RULE MAKING

12.1 Rules and Regulations. Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, Dwellings, and the Common Areas, and facilities located thereon. In particular but without limitation, the Board of Directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as application of fertilizers, pesticides, and other chemicals. Copies of such rules and regulations and amendments thereto will be furnished by the Association to all Owners prior to the effective date of such rules and regulations and amendments thereto. Such rules and regulations will be binding upon the Owners and Occupants until and unless any such rule or regulation is specifically overruled, cancelled, or modified by the Board of Directors or any such rule or regulation is disapproved by a majority or more of the votes of the entire Association at a special meeting of Members called therefor and held pursuant to the provisions of the Bylaws, which percentage will also constitute the quorum required for any such meeting. Any action by the Board to adopt, overrule, cancel or modify any rule or regulation, or any vote of Members disapproving any rule or regulation, will not be effective and binding upon the Owners and Occupants until and unless the same is approved by the Declarant during the Declarant Control Period.

12.2 Authority and Enforcement. Subject to the provisions of Section 12.3 hereof, upon the violation of this Declaration, the Bylaws, or any rules and regulations duly adopted hereunder, including, without limitation, the failure to

(collectively "Claims"), except for "Exempt Claims" under Section 13.2, are subject to the procedures set forth in Section 13.3.

13.2 Exempt Claims. The following Claims ("Exempt Claims") are exempt from the provisions of Section 14.3:

(a) any suit by the Association against a Bound Party to enforce any Assessments or other charges hereunder; and

(b) any suit by the Association to obtain a temporary restraining order (or equivalent emergency equitable relief) and other relief the court may deem necessary in order to maintain the status quo and preserve any enforcement power of the Association hereunder until the matter may be resolved on the merits pursuant to Section 14.3 below; or

(c) any suit between Owners which does not include the Declarant or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Declaration and the Development; or

(d) any suit in which an indispensable party is not a Bound Party; or

(e) any suit which otherwise would be barred by any applicable statute of limitation; or

(f) any suit involving a matter which is not an Exempt Claim under (a) through (e) above, but as to which matter the Bound Party against whom the Claim is made waives the mandatory provisions of Section 14.3 below.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures set forth in Section 14.3, but there is no obligation to do so.

13.3 Mandatory Procedures for Non-Exempt Claims. Any Bound Party having a Claim ("Claimant") against a Bound Party involving this Declaration or the Development, or all or any combination of them ("Respondent"), other than an Exempt Claim under Section 13.2, will not file suit in any court or initiate any proceeding before any administrative tribunal seeking redress or resolution of the Claim until it has complied with he procedures set forth in Exhibit "C" to this Declaration, and then only to enforce the results hereof:

13.4 Litigation. No judicial or administrative proceeding, including any mandatory procedure under Section 13.3 above, with an amount in controversy exceeding $25,000.00, will be commenced or prosecuted by the Association unless approved by 75% or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving the proceeding, which percentage will also constitute the quorum required for any such meeting. This Section will not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitations, the foreclosure of liens); (b) the imposition and collection of Assessments; (c) proceedings involving challenges to ad valorem taxation; (d) counterclaims brought by the Association in proceedings instituted against it; or (e) actions brought by the Association to enforce written contracts with its suppliers and service providers. This Section will not be amended unless the amendment is approved by the requisite percentage of votes of Members, and pursuant to the same procedures, necessary to institute proceedings as provided above. This provision will apply in addition to the negotiation and arbitration provisions of this Article 13 and the procedures therefor set forth in Exhibit "C" to this Declaration, if applicable.

13.5 Miscellaneous Alternative Dispute Resolution Provisions.

13.5.1 Conflicting Provisions. Any conflict or discrepancy between the terms and conditions set forth in this Article 13 and the procedures set forth in Exhibit "C" and any term, condition or procedure of the American Arbitration Association, or any remedy allowed at law or in equity, the terms, conditions, procedures and remedies set forth herein and in Exhibit "C" will control.

13.5.2 TIME IS OF ESSENCE. All periods of time set forth herein or calculated pursuant to provisions of this Article 13 will be strictly adhered to, TIME BEING OF THE ESSENCE hereof.

(d) Responsibility for maintenance and repairs;

(e) Reallocation of interests in the Common Areas or Limited Common Areas except that when Limited Common Areas are reallocated by agreement between Lot Owners, only those Lot Owners and only the Eligible Mortgagees which hold Mortgages on such Lots must approve such action;

(f) Rights to use Common Areas and Limited Common Areas;

(g) Boundaries of Lots except that when boundaries of only adjoining Lots are involved, or a Lot is being subdivided, then only those Lot Owners and the Eligible Mortgagees holding mortgages on such Lot or Lots must approve such action.

(h) Convertibility of Lots into Common Areas or Common Areas into Lots;

(i) Expansion or contraction of the Development, or the addition, annexation or withdrawal of property to or from the Development;

(j) Insurance or fidelity bonds;

(k) Leasing of Lots;

(l) Imposition of restrictions on a Lot Owner's right to sell or transfer his or her Lot;

(m) Establishment of self-management when professional management had been required previously by the Constituent Documents or by an Eligible Mortgagee;

(n) Restoration or repair of the Property after a hazard damage or partial condemnation in a manner other than that specified in the Constituent Documents;

(o) Termination of the legal status of the Development after occurrence of substantial destruction or condemnation; and

(p) Any provision that expressly benefits Mortgage holders, insurers or grantors.

14.5 Actions. Notwithstanding any lower requirement permitted by the Constituent Documents or the Nonprofit Corporation Act, the Association may not take any of the following actions without the approval of at least fifty-one (51%) of the Eligible Mortgagees or such higher percentage as set forth herein:

(a) The conveyance or encumbrance of the Common Areas or any portion thereof, as to which at least a sixty-seven percent (67%) approval by Eligible Mortgagees is required. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas for the benefit of the Development shall not be deemed a conveyance or encumbrance within the meaning of this clause;

(b) The restoration or repair of the Property after damage or a partial condemnation in a manner other than that specified in the Constituent Documents;

(c) The termination of the legal status of the Development for reasons other than substantial destruction or condemnation, as to which at least sixty-seven percent (67%) approval by Eligible Mortgagees is required;

(d) The alteration of any partition or creation of any aperture between adjoining Lots when Lot boundaries are not otherwise being affected, in which case only the owners of Lots affected and Eligible Mortgagees of those Lots need approve the action;

(e) The merger of the Association with any other common interest community;

NECESSITY OF FURTHER ACTION BY THE DECLARANT OR THE MEMBER, A POWER COUPLED WITH AN INTEREST AND IRREVOCABLE. Such appointment will be effective as of the date on which a deed or other conveyance of an interest to the Owner-Member is filed Of Record. This irrevocable proxy will automatically terminate on the date Declarant's voting rights as a Type B Member terminate. The within voting agreement and proxy are in addition to, and not in substitution of, all rights of Declarant herein provided, which will run with the Property.

15.1.2 Creation of New Board. Upon the expiration of the Declarant Control Period, election of the Board will pass to the Owners as provided in the Bylaws. Following election of a new Board of Directors, Declarant will deliver all books, accounts, and records, if any, which Declarant has kept on behalf of the Association and any agreements or contracts executed by or on behalf of the Association during such period and which Declarant has in its possession.

15.2 Amendments by Declarant. During the Declarant Control Period, the Declarant may amend this Declaration or the Bylaws by an instrument in writing filed Of Record without the approval of any Owner or Mortgagee; provided, however, that, (a) in the event that such amendment adversely affects the title to any Lot or Dwelling, such amendment will be valid only upon the written consent thereto by a majority in number of the then existing Owners affected thereby; and (b) in the event that such amendment would materially and adversely affect the security title and interest of any Mortgagee, such amendment will be valid only upon the written consent thereto of all such Mortgagees so affected. Any amendment made pursuant to this Section 15.2 will be certified by Declarant as having been duly approved by Declarant, and by such Owners and Mortgagees if required, and will be effective only upon it being filed Of Record or at such later date as will be specified in the amendment itself. Furthermore, following the Declarant Control Period, this Declaration and the Bylaws may be amended solely by the Declarant filing same Of Record if such amendment is necessary, in the reasonable determination of the Declarant, (i) to bring any provision hereof or thereof into compliance or conformity with the provisions of any applicable governmental statute, rule, or regulation or any judicial determination which will be in conflict therewith, (ii) to enable any reputable title insurance company to issue title insurance coverage with respect to any properties subject to this Declaration, (iii) if such amendment is required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on any properties subject to this Declaration, or (iv) to enable any governmental agency or reputable private insurance company to insure Mortgages on the properties or other improvements subject to this Declaration. Each Owner by acceptance of a deed or other conveyance of a Lot or Dwelling agrees to be bound by amendments permitted by this Section 15.2, and further agrees, if requested by the Declarant, such Owner will consent to such amendment.

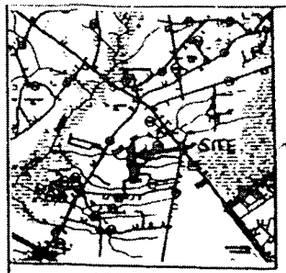
15.3 Amendments by the Association. Amendments to this Declaration or the Bylaws, other than those authorized by Section 15.2 hereof, will be proposed and adopted in the following manner:

(a) Notice of the subject matter of the proposed amendment will be included in the notice of the meeting of the Association at which such proposed amendment is to be considered and will be delivered to each Member of the Association.

(b) At such meeting, a resolution adopting a proposed amendment may be proposed by either the Board of Directors or Members of the Association; Such amendment must be approved by sixty-seven percent (67%) or more of the votes of the entire Association, by Referendum or at a duly held meeting of Members called for the purpose of approving a proposed amendment, which percentage will also constitute the quorum required for any such meeting; provided, however, (i) that any amendment which materially and adversely-affects the security title and interest of any Mortgagee must be approved by such Mortgagee; (ii) during the Declarant Control Period, such amendment must be approved by Declarant; and (iii) in the event that such amendment also is an amendment to the Bylaws, the amendment will be adopted pursuant to the applicable procedures of the Nonprofit Corporation Act.

(c) The agreement of the required percentage of the Owners and, where required, Declarant and any Mortgagee, to any amendment of this Declaration pursuant to this Section 15.3 will be evidenced by their execution of such amendment, or, in the alternative, the sworn statement of the President of the Association attached to or incorporated in the amendment executed by the Association, which sworn statement will state unequivocally that the agreement of the required parties was lawfully obtained. Any such amendment of this Declaration will become effective only when filed Of Record or at such later date as may be specified in the amendment itself.

Anything contained in this Section 15.3 to the contrary notwithstanding, no amendment under this Declaration shall be made, or any vote therefor effective, if the result or effect thereof would have a material adverse effect upon Declarant or any right, limitation, approval or easement of Declarant without the prior written approval of the Declarant,



LOCATION MAP
NOT TO SCALE

REFERENCE PLATS RECORDED IN BERKELEY COUNTY, SOUTH CAROLINA

PLAT BY	DATE	PLAT BOOK	PAGE
STEVEN A. WILSON	OCTOBER 15, 1992		
DONALD E. AVERY	MARCH 15, 1993		
DONALD E. AVERY	MARCH 24, 1993		
D. G. LEWIS	SEPTEMBER 15, 1999		

CERTIFIED TRUE COPY
BERKELEY COUNTY, SC

APR 25 2018

Cynthia D. Coste
Register of Deeds

REGISTER OF DEEDS SEAL BERKELEY COUNTY

D-FOX EXHIBIT 1
WITNESS
DATE: 5-3-2018
REPORTER: N. LANDRY

Doc# 000051023
Filed and Recorded
09/24/2002 09:19:59am
Cynthia D. Coste
Register of Deeds Berkeley Co, SC

APPROXIMATE SPECIAL FLOOD HAZARD AREA AE - BASE FLOOD ELEVATIONS 45 & 46 (SEE NOTE 4)

TMS 194-00-02-033

T. M. S. 194-00-02-031 BELINDA FOX

LOT 12

MATCHLINE

LANDS OF WESTVACO

SANDY RUN BRANCH

LOT 9

LOT 10

LOT 11

T. M. S. 194-00-02-073 TROY & SARAH WINN

APPROXIMATE SPECIAL FLOOD HAZARD AREA AE - BASE FLOOD ELEVATIONS 45 & 46 (SEE NOTE 4)

APPROXIMATE FLOODWAY ZONE AE (SEE NOTE 4)

MAGNETIC N

TMS 194-00-02-032
HEIRS OF DAVE PERRY

TMS 194-00-02-033
THEODORE KENNETH HARVEY

TMS 194-00-02-031
BELINDA FOX
LOT 21
SANITARY SEWER SEPTIC DRAIN FIELD EASEMENTS

T. M. S. 194-00-02-031 BELINDA FOX

LOT 20

LOT 19

LOT 18

LOT 17

LOT 16

LOT 15

LOT 14

LOT 13

LOT 12

MATCHLINE

TMS 194-00-02-015
HERBERT & BERTHEA FORD

TMS 194-00-02-030
LEGARE D. WARREN

T. M. S. 194-00-02-073 TROY & SARAH WINN

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

SADDLEHORN ROAD
PRIVATE 50' INGRESS-EGRESS & GENERAL UTILITY EASEMENTS

TMS 194-00-02-014

TMS 194-00-02-048

TMS 194-00-02-047

TMS 178-00-03-051
EAGLE HARBOR INCORPORATED

TMS 178-00-03-051
EAGLE HARBOR INCORPORATED

SCALE IN FEET
200 100 0 200 400 800

Stantec Consulting Services Inc.
Stantec

Copyright Reserved

Consultants

Legend

Notes

Revision

Issued

Permit-Seal

SOUTH CAROLINA STANTEC CONSULTING SERVICES INC. No. C02310 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA No. 17223 WILLIAM M. FERGUSON

Client/Project
PREPARED FOR: EAGLE HARBOR INCORPORATED
DANNY L. GILBERT, CEO

BERKELEY COUNTY
SOUTH CAROLINA

Title
FINAL PLAT OF
EAGLE HARBOR, PHASE II
ST. JAMES - GOOSE CREEK PARISH

Project No.	Scale	
78000791	1"=200'	JULY 25, 2002
Drawing No.	Sheet	Revision
LI-2376	1 of 1	0

6081

provide for operation, maintenance, repair and upkeep of the Common Areas and areas of Common Responsibility once the funds provided by the Annual Assessment have been exhausted.

(e) The Declarant will have the right to convey title to the Common Areas and to assign its rights and duties hereunder, provided that the transferee accepts such properties subject to the limitations and uses imposed hereby and affirmatively acknowledges its acceptance of the duties imposed hereby.

(f) The Trustee will have the power to dispose of the Common Areas (subject to the limitations of Article 4), free and clear of the limitations imposed hereby; provided, however, that such disposition will first be approved in writing by fifty-one (51%) percent of the Owners of Property within the Property or in the alternative will be found, in the exercise of reasonable business judgment, to be in the best interest of the Owners of property within the Property. The proceeds of such a sale will first be used for the payment of any debts or obligations constituting a lien on the Common Areas, then for the payment of any obligations incurred by the Trustee in the operation, maintenance, repair and upkeep of such Property, then for the payment of any obligations distributed among the Owners of property within the Development, exclusive of the Trustees, in a proportion equal to the portion that the Default Annual Assessment on property owned by a particular Owner bears to the total Default Annual Assessment for all property located within the Property.

15.6 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration will be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions will continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Mrs. Rose Kennedy, mother of U.S. Senator Edward Kennedy.

15.7 Interpretation. In all cases, the provisions set forth or provided for in this Declaration will be construed together and given that interpretation or construction which, in the opinion of Declarant or the Board of Directors will best effect the intent of the general plan of development. The provisions hereof will be liberally interpreted and, if necessary, they will be so extended or enlarged by implication as to make them fully effective. The provisions of this Declaration will be given full force and effect notwithstanding the existence of any zoning ordinance or building codes which are less restrictive. The effective date of this Declaration will be the date of its filing Of Record. The captions of each Article and Section hereof as to the contents of each Article and Section are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular Article or Section to which they refer. This Declaration will be construed under and in accordance with the laws of the State of South Carolina.

15.8 No Affirmative Obligation Unless Stated. **ANY RESERVATION OR RIGHT OF THE DECLARANT WHICH IS STATED IN OR IMPLIED FROM THIS DECLARATION WILL NOT GIVE RISE TO ANY AFFIRMATIVE OBLIGATION OR DUTY ON THE PART OF THE DECLARANT UNLESS EXPRESSLY STATED IN THIS DECLARATION.**

15.9 No Implied Liabilities or Duties. **ANY RULES OR REGULATIONS ESTABLISHED BY THE DECLARANT PURSUANT TO THIS DECLARATION WILL NOT EXPRESSLY OR IMPLIEDLY CREATE ANY DUTY OF CARE TO ANY PROPERTY OWNER.**

15.10 Gender and Grammar. The singular wherever used herein will be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other entities or to individuals, men or women, will in all cases be assumed as though in each case fully expressed.

15.11 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid, but if the application of any provision of this Declaration to any person or to any property will be prohibited or held invalid, such prohibition or invalidity will not affect any other provision or the application of any provision which can be given effect without the invalid provision or application, and to this end the provisions of this Declaration are declared to be severable.

15.12 Rights of Third Parties. This Declaration will be filed Of Record for the benefit of Declarant, the Owners, and their Mortgagees as herein provided, and by such recording, no adjoining property owner or third party will have any right, title or interest whatsoever in the Development, except as provided herein, or in the operation or continuation thereof or in the enforcement of any of the provisions hereof, and, subject to the rights of Declarant and Mortgagees as herein provided, the Owners will have the right to extend, modify, amend, or otherwise change the provisions of this Declaration without the consent, permission, or approval of any adjoining owner or third party.

EXHIBIT "A"

All those certain pieces, parcels and lots of land shown on a plat entitled "Final Plat EAGLE HARBOR, A Subdivision of TMS #178-00-03-051, (Phase I), Section I, Located in Berkeley County, South Carolina" prepared by Cornerstone Surveying and Engineering, Inc. recorded in the RMC Office for Berkeley County in Book____ Page _____. Further, "Site Plan" will mean and refer to any subdivision plat for any Additional Property placed Of Record in furtherance of the development scheme for EAGLE HARBOR, as it exists from time to time.

waiver of notice, except when the Member attends a meeting solely for the purpose of stating his objection, at the beginning of the meeting, to the transaction of any business on the ground that the meeting is not lawfully called or convened. Objection by a Member shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

3.4 Quorum. Unless otherwise provided herein, in the Declaration, the Articles of Incorporation, or the Nonprofit Corporation Act, the presence of Members representing one-third (1/3) of the votes of all Members, in person or by proxy, shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum of one-third (1/3) of the votes of all Members is present may continue to do business until adjournment, notwithstanding the withdrawal from the meeting of enough Members to leave less than such required quorum, provided that Members representing twenty percent (20%) of the total votes of the Association remain present in person and or by proxy, and provided further that any action taken shall be approved by a majority of the Members required to constitute such quorum. If the required quorum is not present, another meeting may be called, not less than ten (10) nor more than sixty (60) days following the first meeting, and the required quorum at the subsequent meeting shall be the Members present, in person or by proxy, and entitled to vote. Unless otherwise provided, any reference hereafter to "votes cast" at a duly called meeting shall be construed to be subject to the quorum requirements established by this Section 3.4. If a time and place for the adjourned meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for the adjourned meeting after adjournment, notice of the time and place of the adjourned meeting shall be given to Members in the manner prescribed in Section 3.3.

3.5 Ballots and Representative Voting.

(a) Voting Referendum: Written Ballots. Any vote of Members on a matter which would be cast at an annual, regular or special meeting may be taken, without a meeting, by written ballot delivered to every Member by the Association. The ballot shall set forth the matter to be voted upon and provide thereon a place to vote for or against such matter. Approval by written ballot without a meeting shall be effective only when the number of votes cast by ballot equals or exceed the quorum required to be present had the matter been considered at a meeting, and the number voting for the matter equals or exceeds the number of votes required to approve it had the matter been considered at a meeting at which the requisite quorum is present. A solicitation of votes by ballot shall (1) indicate the record date for Members eligible to vote; (2) indicate the number of returned ballots voting for or against the matter that is required to satisfy the quorum requirement; (3) state the required number of votes or percentage voting in favor of the matter required to approve it (except in the case of election of directors, which shall be by plurality); and (4) state the date and time by which a Member's completed ballot must be received by the Secretary in order to be counted in the vote to be taken. A ballot, once delivered to the Secretary, may not be revoked. A Member's signed ballot shall be delivered to the Secretary by hand delivery, by U.S. mail, or by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

(b) Proxies. All of the provisions of this Section 3.5 (b) are subject to Section 15.1.1 of the Declaration. To the extent that a provision set forth in this Section is inconsistent with Section 15.1.1 of the Declaration, the provisions of Section 15.1.1 of the Declaration shall control. At all meetings of Members, each Member may vote in person or by proxy. The appointment form of proxy shall be in writing and received by the conveyance by the Member of his Lot or Dwelling, or upon receipt of written notice by the Secretary of the death or judicially declared incompetence of a Member prior to the counting of the vote, upon revocation of the appointment of the proxy in accordance with the Nonprofit Corporation Act, or upon the expiration of eleven (11) months from the date of the proxy. Unless the proxy appointment form otherwise states, it shall be deemed to confer the authority to execute consents and waivers and to exercise the right to examine the books and records of the Association. Any proxy appointment form distributed by any person to the membership of the Association shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon set forth in the notice of the meeting. The appointment shall provide that, where the Member specifies a choice, the vote shall be cast by the proxy in accordance with that choice. The form shall also identify the person or persons acting as the proxy and the length of time it will be valid. In addition, voting by a proxy shall comply with any other applicable requirements of the Nonprofit Corporation Act. The Member's signed proxy appointment form shall be delivered to the Secretary by hand delivery, by U.S. mail, and by such other means as shall be permitted under South Carolina law, including, but not limited to and if allowed, overnight courier service, facsimile and e-mail transmission, internet form submission, or by any other technology or medium, now existing or hereafter devised, provided in every such case the sender retains proof of transmission and receipt.

3.11 Conduct of Meetings: Meetings of the membership of the Association shall be conducted in accordance with a recognized systems of parliamentary procedure or such parliamentary procedures as the Association may adopt. Except as otherwise provided by law, any proper matter may be presented at the meeting for action. Members of the Association shall have access to Association records in accordance with the Nonprofit Corporation Act. No Member of the Association shall have any right as an Association Member to attend any meeting of the Board, except such meetings of the Board as the Board of Directors shall, in the exercise of its sole discretion, open to the membership or any other person. In any matter relating to the discipline of an Association Member, the Board shall always meet in closed session if requested by that Member, and the Member shall be entitled to attend such closed session.

ARTICLE IV
BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

4.1 Number. The affairs of the Association shall be managed by a Board of Directors, all of whom must be Members of the Association, or an officer, director, employee or agent of a Member, including Declarant. The initial Board of Directors shall consist of three (3) Directors who shall be appointed by the Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to the Declaration until the expiration of the Declarant Control Period. Within sixty (60) days after the expiration of the Declarant Control Period, the Members shall elect five (5) Directors. The Association shall either call, and give not less than thirty (30) days and not more than sixty (60) days notice of, such special meeting of the Members to elect the Board of Directors, or the date on which the Association shall count the written ballots distributed to the Members with such notice for the election of the Board of Directors. Each year thereafter, the Members shall elect such number of Directors as shall exist whose terms are expiring.

4.2 Term of Office. The election of Directors shall be by plurality, the number of nominees equal to the number of vacancies to be filled receiving the greatest number of votes being elected. However, at the meeting of the Association following expiration of the Declarant Control Period held to elect five (5) Directors or the date following expiration of the Declarant Control Period when written ballots are to be counted for the election of such Directors pursuant to Section 4.1, the two (2) nominees receiving the highest number of votes will each be elected for a term of two (2) years, and the next three (3) nominees receiving the highest number of votes will each be elected for a term of one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve for a term of two (2) years. Unless vacated sooner, each Director shall hold office until the Director's term expires and a successor is elected.

4.3 Removal; Vacancies. A Director appointed by the Declarant may only be removed by the Declarant, otherwise, a Director may be removed from office, with or without cause, at any regular or special meeting of the Members by sixty-seven percent (67%) of the votes of the Members voting in person or by proxy at a meeting at which a quorum is present. A successor to any removed Director may be elected at the same meeting at which the vacancy is created by the removal of the Director. A Director whose removal is proposed to be voted upon at any meeting shall be given notice of the proposed removal not less than 10 days prior to the date of the meeting and shall be given an opportunity to be heard at the meeting. In the event of death or resignation of a Director, the vacancy shall be filled by majority vote of the Board at a duly held meeting, or by the sole remaining Director. A successor Director shall serve for the unexpired term of his or her predecessor. The Members may elect a Director at any time to fill any vacancy not filled by the Directors.

4.4 Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for his actual expenses, if reasonable, that are incurred in the performance of his or her duties, including, but not limited to, travel expenses.

4.5 Indemnification of Corporate Agents. The Association shall indemnify any present or former Director, officer, employee or other agent of the Association to the fullest extent authorized under the Nonprofit Corporation Act, or any successor statute, and may advance to any such person funds to pay expenses that may be incurred in defending any action or proceeding on receipt of an undertaking by or on behalf of such person to repay such amount unless it is ultimately determined that such person was not entitled to indemnification under this provision.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

5.1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Notice to the Members of the meeting shall include the names of all those who are nominees at the time the

6.8 Action Without Meeting. Any action required or permitted to betaken by the Board of Directors may be taken without a meeting, if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

6.9 Notices Generally. Notice of any meeting of the Board of Directors, whether regular or special, shall be given to each Director by one (1) of the following methods; (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office who would reasonably be expected to communicate such notice promptly to the Director; (d) by telegram, charges prepaid; or (e) by facsimile transmission to the fax number of the Directors or to, e-mail address of the Directors, with proof of transmission and receipt thereof being retained in the minutes of the meeting. All such notices shall be given or sent to the Director's address, telephone number, fax number or e-mail address as shown on the records of the Association. Such notice shall be shall be sent to all Directors not less than seventy-two (72) hours prior to the scheduled time of the meeting, provided, however, notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set for the meeting. Notices given by personal delivery, telephone, telegraph, facsimile transmission or e-mail shall be delivered, telephoned, given to the telegraph company, faxed or e-mailed, as the case may be, at least seventy-two (72) hours before the time set for the meeting. Notice of any meeting need not be given to any Director who has signed a waiver of notice or written consent to holding of the meeting.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

7.1 Duties. It shall be the duty of the Board of Directors to:

A. Maintenance: Perform the maintenance described in the Declaration;

B. Insurance: Maintain insurance as required by the Declaration;

C. Discharge of Liens: Discharge by payment, if necessary, any lien against the Common Areas and assess the cost thereof to the Member or Members responsible for the existence of the lien (after notice and hearing as required by these Bylaws);

D. Assessments: Fix, levy, collect and enforce Assessments as set forth in the Declaration;

E. Expenses and Obligations: Pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes, or governmental charges levied or imposed against the property of the Association;

F. Records: Cause to be kept minutes of annual meetings of Members and to present such minutes to the Members at the next annual meeting of the Members; minutes of any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class "A" Members; and to keep adequate and correct books and records of account, minutes of proceedings of its Board and committees, and a roll of its Members giving their names and addresses and classes of membership;

G. Supervision: Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

H. Review of Financial Records: Review on at least a quarterly basis a current reconciliation of the Association's operating and reserve accounts, the current year's actual reserve revenues and expenses compared to the current year's budget, and an income and expense statement for the Association's operating and reserve accounts. In addition, the Board shall review the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts. For purposes herein, "reserve accounts" shall mean monies that the Association's Board has identified for use to defray the future repair or replacement of, or additions to, these major components which the Association is obligated to maintain.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

8.1 Enumeration of Officers. The officers of this Association shall be a President and Secretary, who shall at all times be members of the Board of Directors, a Vice President, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

8.2 Election of Officers. The Declarant shall have the sole right to appoint and remove officers during the Declarant Control Period. Thereafter, all officers shall hold office at the pleasure of the Board.

8.3 Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

8.4 Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office (but not from the Board, if the officer is also a Board member) by the Board with or without cause. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

8.7 Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall sign all promissory notes. The President shall have the general powers and duties of management usually vested in the office of the President of a South Carolina nonprofit mutual benefit corporation, and shall have such powers and duties as may be prescribed by the Board or by these Bylaws.

B. Vice President. The Vice President shall act in the place of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with the addresses, and shall perform such other duties as required by the Board. The ministerial functions of the Secretary in recording votes, keeping minutes, sending notices, and keeping the records of names and addresses of Members may be delegated to an Association manager.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all promissory notes of the Association; shall keep proper books of account; and shall prepare and shall distribute budgets and statements. The ministerial functions of the Treasurer in sending Assessment notices, receiving and depositing Assessments, keeping books and ledgers of account, and preparing and distributing budgets and statements may be delegated to an Association manager.

ARTICLE IX
COMMITTEES

9.1 Appointment. An Architectural Review Committee may be appointed as provided in the Declaration, and a Nominating Committee shall be appointed as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose. No committee, regardless of Board resolution, may: (a) take any final action on matters which, under the Nonprofit Corporation Act also requires Members' approval; (b) fill vacancies on the Board of Directors or in any committee; (c) amend or repeal Bylaws or adopt new Bylaws; (d) amend or

Dated: _____ Secretary: _____

dispute or claim by the Claimant which is identical or similar to the Claim previously deemed abandoned under this Paragraph 1.3.1(b).

This Paragraph 1 is an agreement of the Bound Parties to arbitrate all Claims against Respondent, except Exempt Claims, and is specifically enforceable under South Carolina law. The arbitration award (the "Award") is final and binding on the Parties, and judgment upon the Award rendered by the arbitrator may be entered upon it in any court of competent jurisdiction.

2. Allocation of Costs of Resolving Claims.

2.1 Costs of Notice and Negotiation. Each Party will bear all of its own costs incurred prior to and during the proceedings described in Paragraphs 1.1 and 1.2, including the fees of its attorney or other representative. Claimant and Respondent will share equally the costs and expenses of any attorney appointed by the Board pursuant to Paragraph 1.2, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the Board is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses.

2.2 Arbitration Costs. In the event the Claim proceeds to arbitration pursuant to Paragraph 1.3, the "Prevailing Party," as hereinafter defined, will receive from the non-Prevailing Party, all of its costs and expenses, including reasonable expert and attorney's fees, incurred from commencement of selection of the arbitrator under Paragraph 1.3 to the issuance of the Award. Furthermore, the non-Prevailing Party will pay all costs and expenses of the arbitration, including the costs and expenses of any attorney appointed by American Arbitration Association pursuant to Paragraph 1.3, whose compensation will be at a rate equal to his or her then current regular hourly billing rate, unless the American Arbitration Association is able to arrange with the Parties and the arbitrator to agree otherwise, and who will be entitled to receive his or her then customary costs and expenses. The "Prevailing Party" will be determined as follows:

2.2.1 Not less than ten (10) days prior to the first day of the proceeding, a Party or Parties may file and serve on the other Party(ies) an offer of settlement, and within five (5) days thereafter the Party(ies) served may respond by filing and serving such Party(ies) its own offer of settlement. An offer of settlement will state that it is made under this paragraph and will specify the amount which the Party(ies) serving the settlement offer is/are willing to agree constitutes a settlement of all claims in dispute, including the Claim and all counterclaims.

2.2.2 An offer of settlement is considered rejected by the recipient unless an acceptance, in writing, is served on the Party(ies) making the offer prior to the first day of the proceeding.

2.2.3 If an offer of settlement is rejected, it may not be referred to for any purpose in the proceeding, but may be considered solely for the purpose of awarding fees, costs and expenses of the proceeding under Paragraph 1.3 and as provided in this section.

2.2.4 If the Claimant makes no written offer of settlement, the amount of the Claim made or asserted by the Claimant during the action is deemed to be such Claimant's final offer of settlement hereunder.

2.2.5 If the Respondent makes no written offer of settlement, the final offer of settlement by the Respondent will be the amount asserted during the action to be due in satisfaction of the Claimant's claims, otherwise the Respondent's offer of settlement hereunder is deemed to be zero.

2.2.6 If the respondent asserts a counterclaim, then offers of settlement shall take into consideration such counterclaim in the manner above provided. Furthermore, any Award shall also take into account such counterclaim.

2.2.7 The Party(ies) whose offer, made or deemed made, is closer to the Award granted in the proceeding is considered the "Prevailing Party" hereunder. If the difference between Claimant's and Respondent's offers and the Award is equal, neither Claimant nor Respondent is considered to be the Prevailing Party for purposes of determining the award of fees, costs and expenses of arbitration.

3. Enforcement of Resolution. If the Parties agree to resolve any Claim through negotiation in accordance with Paragraph 1.2 and any Party thereafter fails to abide by the terms of the agreement reached through negotiation, or if, following arbitration, any Party thereafter fails to comply with the Award, then any other Party may file suit or initiate

SCHEDULE I MINIMUM SQUARE FOOTAGE OF LIVING SPACE

Phase I Lot#		Minimum Sq. Ft.
1	1800	Unless otherwise approved by ARB, but not below 1600 (I)
2	1800	Unless otherwise approved by ARB, but not below 1600
3	1800	Unless otherwise approved by ARB, but not below 1600
4	1800	Unless otherwise approved by ARB, but not below 1600
5	1800	Unless otherwise approved by ARB, but not below 1600
6	1800	Unless otherwise approved by ARB, but not below 1600
7	1800	Unless otherwise approved by ARB, but not below 1600
8	1800	Unless otherwise approved by ARB, but not below 1600
9	1800	Unless otherwise approved by ARB, but not below 1600

Phase II Lot#		Minimum Sq. Ft.
1	1800	Unless otherwise approved by ARB, but not below 1600
2	1800	Unless otherwise approved by ARB, but not below 1600
3	1800	Unless otherwise approved by ARB, but not below 1600
4	1800	Unless otherwise approved by ARB, but not below 1600
5	1800	Unless otherwise approved by ARB, but not below 1600
6	1800	Unless otherwise approved by ARB, but not below 1600
7	1800	Unless otherwise approved by ARB, but not below 1600
8	1800	Unless otherwise approved by ARB, but not below 1600
9	1800	Unless otherwise approved by ARB, but not below 1600
10	1800	Unless otherwise approved by ARB, but not below 1600
11	1800	Unless otherwise approved by ARB, but not below 1600
12	1800	Unless otherwise approved by ARB, but not below 1600
13	1800	Unless otherwise approved by ARB, but not below 1600
14	1800	Unless otherwise approved by ARB, but not below 1600
15	1800	Unless otherwise approved by ARB, but not below 1600
16	1800	Unless otherwise approved by ARB, but not below 1600
17	1800	Unless otherwise approved by ARB, but not below 1600
18	1800	Unless otherwise approved by ARB, but not below 1600
19	1800	Unless otherwise approved by ARB, but not below 1600
20	1800	Unless otherwise approved by ARB, but not below 1600
21	1800	Unless otherwise approved by ARB, but not below 1600

(I) The ARB may, but shall not be required to allow the square footage of a Dwelling to be less than the stated minimum, but not below 1600 square feet, only upon good cause shown and upon the condition that architecturally the Dwelling appears, in the exercise of the ARB's judgment, to be more than 1800 square feet.

4. Upon information and belief, the Defendant Eagle Harbor, Inc., is a South Carolina non-profit Corporation, licensed do business and in fact doing business in the County of Berkeley, State of South Carolina, where it engages in, among other things, the business of Residential Development, and in particular, served in concert with, and as a principal and/or partner in, that certain residential development and joint enterprise known as Eagle Harbor, Phases I, II and III.

5. Upon information and belief, the Defendant Metro Contracting, is a SC Corporation licensed to do business and in fact doing business in the County of Berkeley, State of South Carolina, and in particular, served in concert with, and as a principal and partner in, that certain residential development and joint enterprise know as Eagle Harbor, Phases I, II, and/or III.

6. Upon information and belief, the Defendant, Danny L. Gilbert, is a citizen and resident of the County of Berkeley, State of South Carolina, and at all times relevant hereto, acted as a principal, developer, agent and owner of Eagle Harbor, Inc., and also as an agent, principal and partner, along with said Defendants Dr. Troy Winn, DVM, Gary Fox, Troy Winn, Elizabeth Gilbert, Metro Contracting, Eagle Harbor, Inc., and Jeff Spell in that certain residential development and joint enterprise known as Eagle Harbor, Phases I, II and III.

7. Upon information and belief, the Defendant Jeffrey Spell, was at all pertinent times hereto an attorney licensed to do business and in fact doing business in the County of Berkeley, State of South Carolina, where he concentrated his practice in the area of residential real estate closings, particularly with respect to properties located within the Development known as Eagle Harbor, Phases I, II and III.

8. Notwithstanding Defendant Jeffrey Spell's representation of buyers at closings involving the purchase of residential properties within said Eagle Harbor, Phases I, II and III, it is alleged, upon information and belief, that at all times pertinent hereto, he also acted in the capacity as an agent principal and partner, along with said Defendants Gary Fox, Troy Winn, Elizabeth Gilbert,

14. On or around September 13, 2003, the Prices entered into an Agreement to Buy and Sell (hereinafter "Agreement") to purchase certain property located within Eagle Harbor, Phase II, Lot 20, with the seller of that individual lot being Defendant Fox, wherein the Defendant, Gilbert serving in both his individual capacity and as the agent for that certain Defendant, Eagle Harbor, also acted on behalf of, as agent for, in concert with, and in fact signed that "Agreement" on behalf of Defendant, Fox, and for the other Defendant partners in the Development.

15. The aforesaid Agreement, a copy of which is attached hereto as Exhibit A, provided for the Prices to buy property from the Defendant Fox upon certain terms and conditions as set forth in the contract.

16. The Agreement provided in pertinent part: "Developer agrees to allow subdividing of the property into 2 separate lots, with possibility of 3 upon approval of Homeowners Association." (Agreement, para. 8(I).)

17. During negotiations for the property up through the closing, the Defendants Danny L. Gilbert, Belinda Fox, Attorney Jeff Spell and Eagle Harbor, Inc., acting individually, and as principals and agents for the other Defendant partners in the joint enterprise, continually represented that the property being sold to your Plaintiffs could be subdivided into at least two separate lots.

18. Prior to selling the property to the Prices, all the Defendants knew or should have known that the property could not be subdivided because it did not meet the minimum requirements imposed by DHEC for a septic tank system.

19. Further, at all times pertinent hereto and as an inducement to Plaintiffs to enter into the "Agreement", it is alleged that Defendants led your Plaintiffs to believe that they were purchasing property in a gated, restricted community with private, well maintained roadways, a valid homeowner's association, and associated covenants, restrictions, architectural guidelines and other

a) That the property could be subdivided into at least two separate lots; and

b) That your Plaintiffs were purchasing property in a gated, restricted community with private, well maintained roads, a valid homeowner's association, and associated covenants, restrictions, architectural guidelines and other benefits conferred by the same, which would enhance the value of the subject property being purchased by them, and otherwise provide for amenities and services not otherwise available in a neighborhood without the same benefits.

24. The aforesaid representations by the Defendants were false.

25. The aforesaid representations were material to the Prices' decision to purchase the property.

26. The Defendants knew that the representations made by them were false, and the Defendants made the representations with the reckless disregard for the truth.

27. The Defendants intended that the aforesaid representations be acted upon.

28. The Defendants has a pecuniary interest in making the representations as aforesaid;

29. The Plaintiffs did not know that these representations were false and the Plaintiffs relied on the representations by the Defendants and in deciding to purchase the property.

30. The Plaintiffs had a right to rely on the representations concerning the property, particularly since the representations were specifically stated in the Agreement, the existence of a valid declaration of covenants and restrictions had been excepted to in the title policy issued by Jeff Spell, and these facts were material to your Plaintiff's decision to purchase the property.

31. As a direct and proximate result of the aforesaid fraudulent representations made by the Defendants, which were false, and due to such representations being willful, wanton, and with the reckless disregard for the rights of the Plaintiffs, and the Plaintiffs have incurred actual damages in

40. The Defendants' false representations as outlined above constitute the unfair and/or deceptive acts or practices in the conduct of trade or commerce in violation of S.C. Code Ann. § 39-5-10, et. seq., South Carolina Unfair Trade Practices Act.

41. The Defendants' conduct affects the public interest by misrepresenting what is being purchased versus what is actually being provided.

42. The Defendants' conduct is capable of being of repeated and in fact has been repeated.

43. The Defendants' misrepresentations were willful, knowing, and with total disregard for the rights of the Plaintiffs and other members of the public.

44. As a direct and proximate result of the Defendants' actions described above, the Plaintiffs have suffered actual damages, and are entitled to an award of treble damages, costs, and attorney's fees as this Court may deem appropriate.

FOR A FOURTH CAUSE OF ACTION

(Civil Conspiracy)

45. The Plaintiffs repeat and reallege the matters set forth in the preceding paragraphs as fully as if said matters were set forth here verbatim.

46. Upon information and belief, your Plaintiffs allege that all of the Defendants acted together and in concert in making the above described representations, all working together toward the injuries and damages suffered by your Plaintiffs.

47. Plaintiffs, upon information and belief, allege that the Defendants, so acting together, all acted for the specific purpose of injuring your Plaintiff so that they (the Defendants) might realize economic gain at your Plaintiff's expense.

48. Plaintiff has suffered special damages and other damages as heretofore alleged as a result of the conspiratorial actions of the Defendants.

closing, thereby effectively preventing your Plaintiffs from seeking effective counsel in the closing of the underlying transaction;

c) By failing to advise your Plaintiffs and proffering a consent to duel representation at or before closing in such a timely manner that Plaintiffs could be assured that their interest had been adequately protected;

d) By failing to properly review the record title documents in such a meaningful way that Plaintiffs could be properly informed that they were not indeed purchasing a property in a private community with well maintained roads, a valid homeowner's association, and associated covenants, restrictions, architectural guidelines and other benefits conferred by the same;

e) By failing to take proper exception to the invalidity of the declaration of covenants and restrictions in both the owners and/or mortgage title policies so as to put Plaintiffs on notice that the property purchased by them was not in a private community with well maintained roads, a valid homeowner's association, and associated covenants, restrictions, architectural guidelines and other benefits conferred by the same;

f) Notwithstanding the failure of properly taking exception to the invalidity of the declaration of covenants and restrictions pertaining to the property, by failing to properly advise your clients of said invalidity of those documents purportedly filed of record;

g) By failing to disclose to your Plaintiffs all other information relevant to the purchase of the subject property of which he knew or should have been aware, and in particular, the utter unsuitability of the property for subdivision as had been contemplated in the original agreement to buy and sell real estate;

h) By not attending the closing and instead allowing another attorney or individual with whom he associated to represent the Plaintiffs interest at closing, whom did not have the requisite skill,

FOR A SIXTH CAUSE OF ACTION AS TO ALL DEFENDANTS

(Negligent Development)

56. The Plaintiffs repeat and reallege the matters set forth in the preceding paragraphs as fully and completely as though said matters were set forth herein verbatim.

57. As developers of the subdivision in which Plaintiffs' property was purchased, all Defendants owed to your Plaintiffs a duty to use due care in the development of Eagle Harbor.

58. All Defendants breached their duty of due care properly owing to your Plaintiffs in one or more of the following ways, to wit:

a) By failing and refusing to comply with state, federal and local rules and regulations pertaining to the subdivision of residential property;

b) By selling the subject lot to your Plaintiffs before obtaining requisite county and state regulatory approvals and/or obtaining the requisite encroachment permits such that Plaintiffs were extremely delayed in their ability to improve the property and to use the same for its purposes.

c) By failing and refusing to obtain the requisite granting of easements and other conveyances before subdivision of the property so as to ensure the creation and perpetual maintenance of a properly gated, restricted community with private, well maintained roads, a valid homeowner's association, and associated covenants, restrictions, architectural guidelines and other benefits conferred by the same, which would enhance the value of the subject property being purchased by them, and otherwise provide for amenities and services not otherwise available in a neighborhood without the same benefits.

d) By failing and refusing to ensure the proper creation of a valid homeowners association so as to generate homeowner's dues vital for the preservation and maintenance of the private roads, common areas and drainage easements located within the subdivision;

59. To the extent that the Jury in this cause finds that Defendants actions and inactions were reckless, willful and/or wanton, as previously alleged, your Plaintiffs believe that they are entitled to an appropriate award of punitive damages.

FOR A SEVENTH CAUSE OF ACTION AS TO THE DEFENDANT INVESTORS TITLE INSURANCE COMPANY

(Declaratory Judgment)

60. The Plaintiffs repeat and reallege the matters set forth in the preceding paragraphs as fully and completely as though said matters were set forth here verbatim.

61. Plaintiffs seek a declaratory judgment brought pursuant to S.C. Code Annotated Sections 15-53-10 *et seq,* whereby Plaintiffs seek this Court's declaration of whether Defendant Investor's Title Insurance Company has responsibility for covering the loss claimed by Plaintiffs under the either or both the Mortgage Title Insurance Policy and the Owners Title Policy issued at the closing with respect to the subject property, namely policy numbers OR-A-055849 and M-A 146678.

62. The Plaintiffs have brought certain claims for relief against the remaining Defendants in this cause touching and concerning, among other things, the defective recording of a declaration evidencing certain covenants and restrictions, the same not being excluded from coverage under the Defendant Investor's Title Insurance Coverage Statement.

63. Plaintiffs are informed and believe that this issue of coverage should be resolved by declaratory decision.

64. Plaintiffs allege that they will suffer irreparable harm if their cause seeking a declaratory judgment is not heard, as the underlying case and the question of coverage contain common questions of law and fact, and should as a practical matter be resolved in a simultaneous fashion.

65. Under the circumstances herein, there is a controversy of a justifiable nature between the parties, and your Plaintiffs are informed and believe that they are entitled to have the Court inquire

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY) FOR THE NINTH JUDICIAL CIRCUIT
) CASE NO.: 04-CP-08-1855
RONALD E. PRICE and)
DIANA R. B. PRICE,)
)
Plaintiffs,)
)
vs.) CONSENT ORDER
)
BELINDA FOX and)
DANNY L. GILBERT,)
)
Defendants.)

FILED
2006 FEB -7 AM 11:18
CLERK OF COURT
BERKELEY COUNTY, S.C.

D Fox EXHIBIT 4
WITNESS
DATE: 5-4-2018
REPORTER: H. LANDRY

THIS MATTER came before me pursuant to the consent of the attorneys representing the above parties, in which G. Waring Parker of Chellis & Frampton desires to withdraw, without prejudice, Plaintiffs' Motion to file a second Amended Complaint by adding new parties.

Therefore, with the consent of the attorneys, G. Waring Parker, and Jay S. Masty:

1. Plaintiffs' Motion to file a second Amended Complaint is hereby withdrawn without prejudice; and

IT IS SO ORDERED.

R. Markley Dennis, Jr., Circuit Court Judge

January 27, 2006
Moncks Corner, South Carolina

I SO MOVE AND CONSENT:

G. Waring Parker, Esquire
Attorney for Plaintiffs

I CONSENT:

Jay S. Masty, Esquire
Attorney for Defendants

CERTIFIED TRUE COPIES OF RECORD
IN THIS COUNTY
DATE 12/21/15
CLERK OF COURT, C.P. & G.S.
BERKELEY COUNTY, SC

STATE OF SOUTH CAROLINA)
) LEGAL REPRESENTATION
COUNTY OF CHARLESTON) AGREEMENT

#311

311

THIS AGREEMENT ENTERED INTO this 8th day of December, 2006 by and between RONALD E. PRICE and DIANA R.B. PRICE (hereinafter referred to as "Client") and JOSEPH W. GINN, III (hereinafter referred to as "Attorney").

I. SCOPE OF EMPLOYMENT

1. Client has engaged Attorney to represent him/her in a matter involving Knight's Redi-Mix, Inc. v. Price, *et al*, 2004-CP-08-1150 and Price v. Fox *et al*, Case No. 2004-CP-08-1855, and all matters related thereto.

2. Client agrees to pay Attorney for the performance of such legal services and to pay for all expenses and costs incurred in the connection therewith, as specified in Section II below.

II. ATTORNEY'S FEES AND EXPENSES

3. Client does hereby agree to pay Attorney the sum of $200.00 per hour of time expended by Attorney. Client also agrees to pay immediately to Attorney an initial retainer of $5,000.00 as an advance against the Attorney's fees for services rendered in this matter. This initial retainer is to be applied toward the hourly fees accrued by Attorney. Client acknowledges that the initial retainer set forth above, will be a minimum fee and shall be non-refundable to the Client even in the event that the total fee for hours expended is less than the minimum fee. Client acknowledges that the amount of the original retainer set forth above in no way reflects Attorney's opinion of what the total cost of Attorney's legal representation will be, as Attorney cannot determine what Client's total costs and fees will be.

Time expended on Client's case by Attorney's paralegal/legal assistant will be billed to Client at the rate of $ -0- per hour.

4. Client authorizes Attorney to retain and agrees to pay the fees or charges of every other person or entity hired by Attorney to perform the necessary services related to the above matter. These fees or charges may include, but are not limited to: court reporters; appraisers; accountants; investigators; and, expert witnesses.

LAW OFFICES OF
SIMONS & KEAVENY
147 WAPPOO CREEK DRIVE • SUITE 604 • CHARLESTON, SC 29412
TELEPHONE: (843) 762-9132 • FACSIMILE: (843) 406-9913

KEATING L. SIMONS, III klsimons@charlestonattorneys.net
THOMAS J. KEAVENY, II tjkeaveny@charlestonattorneys.net
DEREK FARRELL DEAN dfdean@charlestonattorneys.net
BOB J. CONLEY bjconley@charlestonattorneys.net

380

August 20, 2007

Ms. Diana Price
1104 Saddlehorn Road
Summerville, SC 29483

D-FOX EXHIBIT 6
WITNESS
DATE: 5-4-2018
REPORTER: H. LANDRY

Re: Price vs. Fox, et al. and related matters

Dear Ms. Price:

Enclosed please find our statement for services rendered in the above referenced matter. Please send a check in the amount of $1,060, which is the $460 balance due plus $600 to bring your trust account back to the agreed upon $1,000 amount.

The enclosed statement has been prepared based upon our agreed hourly rates. If you have any questions or comments regarding this statement, please do not hesitate to contact me at the above number.

With kind regards, I remain

Sincerely yours,

Jule F. Simons
Billing Administrator

/jfs
Enclosure

#380

August 20, 2015

Diana R.B. and Ronald E. Price
1104 Saddlehorn Rd.
Summerville, SC 29483

Re: Knights Ready Mix Concrete CA No.: 04-CP-[illegible]117

DISBURSEMENT STATEMENT

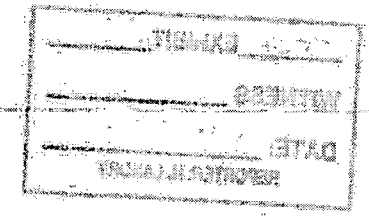
04/09/2009 Payment received from Defendant	$2,500.00
10/15/2009 Attorney's fees paid	-$2,000.00
Balance remaining for costs	$500.00
Costs:	
Berkeley Co. Clerk of Court / motion fee 07/08/2009	-$25.00
Berkeley County Sheriff / service fee 9/30/2009	-$15.00
UPS to Sheriff	-$17.35
Thompson Court Reporting 6/10/2010	-$150.00
Berkeley Co. Clerk of Court / motion fee 8/29/2010	-$25.00

Balance of funds held in trust transferred to the trust account of
Tobias G. Ward, Jr., PA 05/19/2010 **$267.65**

- See Quick Books Statement #1745

I certify that the foregoing is a true and accurate statement of the funds received and disbursed by Tobias G. Ward, Jr., PA.

_____



IN THE EVENT OF NO RECOVERY, CLIENTS SHALL OWE ATTORNEYS NOTHING FOR SERVICES RENDERED (OTHER THEN THE $8,000.00 NON-REFUNDABLE FEE), BUT SHALL REIMBURSE THE ATTORNEYS FOR ALL COSTS AND EXPENSES ADVANCED.

3. Clients agree to pay all costs and expenses advanced for all court costs, deposition transcript expenses, long distance telephone calls, large copying costs handled by outside vendors, reports, witness statements, investigations, expert witness, preparation for trial of the case and all other out-of-pocket costs and expenses incurred in the pursuit of this matter. If recovery is made, Attorneys are authorized to deduct their fee and such costs from any proceeds recovered.

4. The Clients recognize that Attorneys have the right to retain papers and other property given to them in the course of their representation. This lien attaches to not only papers and property given to the Attorney, but also to the Attorneys' work product and documents prepared or secured by the Attorneys in their preparation of litigation and/or other representation of Clients. The Clients also hereby grant to Attorneys, their successors or assigns, a charging lien applicable to any and all recoveries in all pending matters, whether by settlement, collection of a judgement, or otherwise. This assignment shall be forwarded to all counsel or parties, if unrepresented, to place them on notice of Attorneys' lien and assignment. Said adverse parties, adverse counsel or substitute counsel are hereby instructed and required to satisfy the charging lien from any settlement, collection of a Judgement, or otherwise.

5. CLIENTS ACKNOWLEDGE THAT ATTORNEYS HAVE MADE NO PROMISES OR GUARANTEES REGARDING THE OUTCOME OF CLIENTS' CLAIM.

6. Clients do hereby bind their heirs, executors, and legal representatives, successors, and assigns to the terms and conditions set forth herein.

7. After completion of the professional services, Attorneys agree to keep Clients' file for a period of one year, after which time the file may be returned to client, or destroyed by Attorneys unless Clients direct otherwise.

June 3 – 3 calls to find out about Correspondence to Scott

Jun 7 – Rec'd LTR to Scott

Jun 7 – Send Email

Jun 8 – ~~Appt cancelled~~

Jun 16 – Answer to email
– Michael cancelled appt

Jun 17/19 – Email Rates to Mich

Jun 20 – ~~Phone~~ Call about CNA, trying to locate – will send me appt.

Jun 28 – Email – No Answer

Jul 5 – Email – No Answer

Jul 8 – Appt

Jul 11 – Email to follow-up

Jul 14 – (2) Calls (Tina)
(Carla via mail)

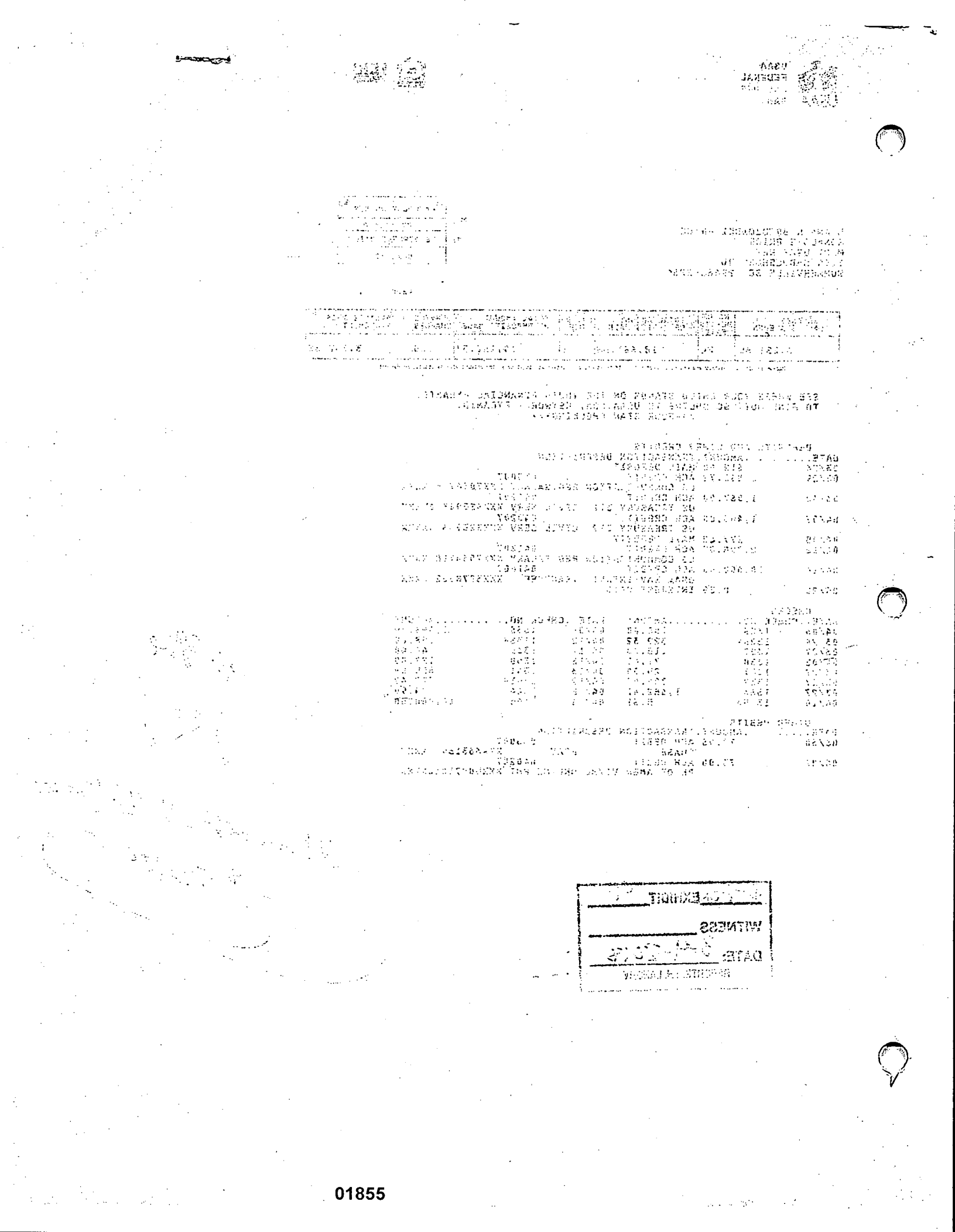


EXHIBIT
WITNESS
DATE:

EXHIBIT 1
WITNESS
DATE: 5-3-2018
REPORTER: H. LANDRY

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made and entered into on the last date set forth on the signature pages below ("Effective Date"), by and between Investors Title Insurance Company ("Investors Title") and Ronald E. Price and Diana R.B. Price (the "Prices"). Collectively, Investors Title and the Prices shall be referred to as the "Parties."

RECITALS:

A. On or about December 3, 2003, Investors Title issued a Residential Title Insurance Policy to the Prices, policy number OR-A 055849 (the "Policy")(a full copy of which including the jacket is attached as Exhibit 1) covering that certain parcel of real property located in Berkeley County, South Carolina, commonly known as Lot 20 in the subdivision of Eagle Harbor and assigned TMS No. 194-00-02-122 (the "Property").

B. In or around March 2004, the Prices asserted a claim pursuant to the Policy, to which Investors Title assigned claim number 0600008 (the "Title Claim").

C. On or about February 22, 2007, the Prices filed a complaint against Investors Title concerning the Policy and the Title Claim, among other things, styled: *Ronald E. Price and Diana R.B. Price v. Investors Title Insurance Company*, Case No. 2007-CP-08-458, in the Ninth Judicial Circuit Court in and for Berkeley County, South Carolina (the "Civil Action").

D. On or about April 27, 2007, Investors Title filed its Answer and Affirmative Defenses (the "Answer") to the Civil Action.

E. The case was appealed to the Court of Appeals and by certiorari to the South Carolina Supreme Court which issued a remittitur and by order dated November 20, 2013 awarded costs to the Prices as Petitioners in the amount of $2,582.38. The parties acknowledge as a final judgment will not be rendered and the case was settled, that these costs will not be paid by Investors Title.

F. By virtue of this Agreement, the Parties desire to fully and completely resolve this matter in good faith, and settle any and all claims, defenses, and/or counterclaims that were asserted or that could have been asserted in the Civil Action and the Answer.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the Parties and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitations**. The above recitations are true and correct and are incorporated herein by this reference.

2. **Non-Admission of Liability**. Nothing in this Agreement shall constitute or be construed as an admission of liability on behalf of Investors Title or the Prices, their agents, affiliates, assigns, parents, successors, subsidiaries, and/or successors, or an admission as to the validity of the allegations in the Civil Action or the Answer.

1 of 15 pages

claims alleged in the Civil Action. The release, discharge and/or covenant not to sue in this paragraph is specifically intended to include any and all causes of actions or claims, known or unknown whatever they might be, the Prices have, may have at any time in the future, or claim to have had against Investors Title, on any known or unknown act or conduct whatsoever involving or related to the Title Claim, the Policy, or the Civil Action and shall include any known or unknown past, present or future damage, loss or injury caused by or as a result of any known or unknown conduct, act or omission.

The parties expressly agree that the following persons or entities, and their heirs, successors and assigns, that are or may be part of litigation by the Prices in other cases (See Item 4(c)) are not included in this release and are not Released Parties: Danny Gilbert, Elizabeth Gilbert, Belinda Fox, Gerry Fox a/k/a Gerry D. Fox, Eagle Harbor, Inc., EHHOA, Inc., Troy L. Winn, Sarah C. Winn, Heritage Classic Homes, Inc., Metro Contracting, Inc. and Concerned Citizens of Eagle Harbor, Inc.

7. **Representations and Warranties**. The Prices represent and warrant to Investors Title that they have not assigned, hypothecated, or otherwise transferred any interest in the claims and causes of action resolved by this Agreement. The Prices further represent and warrant to Investors Title that they are not aware of any third party or organization that has asserted or may assert a claim or lien against the proceeds of the settlement memorialized by this Agreement.

8. **Entire Agreement**. This Agreement constitutes the sole and entire agreement between the Parties and supersedes all prior and contemporaneous statements, promises, understandings or agreements, whether written or oral.

9. **Partial Invalidity**. In the event that any provision of this Agreement is declared by any court of competent jurisdiction or any administrative judge to be void or otherwise invalid, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect to the same extent as if that part declared void or invalid had never been incorporated in the Agreement and in such form, the remainder of the Agreement shall continue to be binding upon the Parties.

10. **Survival**. All representations and warranties contained herein shall survive the execution and delivery of this Agreement, and the execution and delivery of any other document or instrument referred to herein.

11. **Applicable Law**. This Agreement shall be subject to and governed by the law of the State of South Carolina without regard to conflict of law rules.

12. **Costs**. Unless otherwise provided in this Agreement, the Parties have agreed to bear their own attorneys' fees and costs with respect to the Civil Action and the Answer, and the preparation of any and all documents necessary to enter into this Agreement. This includes any and all documents attached to this Agreement as Exhibits.

13. **Counterparts**. This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by

3815

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below.

DATED: 8/27/2015

RONALD E. PRICE

DATED: 8/27/2015

DIANA R. B. PRICE

DATED: 9-1-2015

J. DERRICK JACKSON, ESQ
Attorney for the Prices

DATED: 9-1-2015

INVESTORS TITLE INSURANCE COMPANY

By: Elizabeth Wainio
Name: Elizabeth Wainio
Title: VP, Managing Claims Counsel

Witness: Michelle B. Hinton
Print Name

Witness: Jason Parker
Print Name

DATED: 9/2/2015

EMILY H. FARR, ESQ.
Attorney for Investors Title

585

Residential Title Insurance Policy
One-To-Four Family Residences

Policy Number: OR-A 055849

Schedule B - Part 1

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

I. The lien of the security instrument:

Mortgage from Ronald E. Price and Diana R.B. Price to National City Mortgage Company , dated November 25, 2003, filed for record on December 3, 2003 in Book 03723, Page 00204, in the principal sum of $261,700.00.

II. The dower, curtsey, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.

1. Taxes for the year 2002 EXEMPT.

a. TAXES AND ASSESSMENTS FOR THE YEAR 2004 , NOT YET DUE OR PAYABLE.

b. EASEMENTS AS RECORDED BEG in Book 2425, in Page 296; in Book 2425, at Page 310, in the RMC Office for Berkeley County, South Carolina.

c. Subject to an 11' Sewer Force Main Easement as shown on said plat.

d. Subject to a 10' Drainage Easement (10' each side) as shown on said plat.

e. Subject to a 66' R/W bisecting the property as shown on said plat.

f. Subject to a Sanitary Sewer Septic Drain Field Easement as shown on said plat.

g. RESTRICTIONS AS RECORDED in Book 3125, at Page 178, in the RMC Office for Berkeley County, South Carolina.

Note: This Policy consists of insert pages labeled as Schedule A, Schedule B-Part 1 and Schedule C. This Policy is of no force and effect unless all schedules are included, along with any added pages incorporated herein.

(PRICE 03-11-021.PFD/PRICE 03-11-021/31)

12-8-15

Investors Title Insurance Company

Residential Title Insurance Policy OR-A 055849

One-To-Four Family Residences

OWNER'S COVERAGE STATEMENT

This policy insures your title to the land described in Schedule A — if that land is a one-to-four family residential lot or condominium unit.

Your insurance, as described in this Coverage Statement, is effective on the Policy Date shown in Schedule A.

Your insurance is limited by the following:

• EXCLUSIONS on page 2 • EXCEPTIONS in Schedule B • CONDITIONS on page 2-3

We insure you against actual loss resulting from:

• any title risks covered by this Policy — up to the Policy Amount

and

• any costs, attorneys' fees and expenses we have to pay under this Policy.

This Policy Amount will automatically increase by 10% of the amount shown in Schedule A on each of the first five anniversaries of the Policy Date.

COVERED TITLE RISKS

This Policy covers the following title risks, if they affect your title on the Policy Date.

1. Someone else owns an interest in your title.
2. A document is not properly signed, sealed, acknowledged, or delivered.
3. Forgery, fraud, duress, incompetency, incapacity or impersonation.
4. Defective recording of any document.
5. You do not have any legal right or access to and from the land.
6. There are restrictive covenants limiting your use of the land.
7. There is a lien on your title because of:
   • a mortgage or deed of trust • a judgment, tax, or special assessment
   • a charge by a homeowner's or condominium association
8. There are liens in your title, arising now or later, for labor and material furnished before the Policy Date - unless you agreed to pay for the labor and material.
9. Others have rights arising out of leases, contracts, or options.
10. Someone else has an easement on your land.
11. Your title is unmarketable, which allows another person to refuse to perform a contract to purchase, to lease or to make a mortgage loan.
12. You are forced to remove your existing structure - other than a boundary wall or fence - because:
    • it extends on to adjoining land or on to any easement.
    • it violates a restriction shown in Schedule B.
    • it violates an existing zoning law.
13. You cannot use the land for a single-family residence because such a use violates a restriction shown in Schedule B or an existing zoning law.
14. Other defects, liens, or encumbrances.

COMPANY'S DUTY TO DEFEND AGAINST COURT CASES

We will defend your title in any court case as to that part of the case that is based on a Covered Title Risk insured against by this Policy. We will pay the costs, attorneys' fees, and expenses we incur in that defense.

We can end this duty to defend your title by exercising any of our options listed in Item 4 of the Conditions.

This Policy is not complete without Schedules A and B.

This Policy is not valid until countersigned by an authorized person.

David A. Bunyton
Secretary

SEAL 1972

W. Thomas Fine
President

5. HANDLING A CLAIM OR COURT CASE

You must cooperate with us in handling any claim or court case and give us all relevant information.

We are required to repay you only for those settlement costs, attorneys' fees and expenses that we approve in advance.

When we defend your title, we have a right to choose the attorney. We can appeal any decision to the highest court. We do not have to pay your claim until your case is finally decided.

6. LIMITATION OF THE COMPANY'S LIABILITY

a. We will pay up to your actual loss or the Policy Amount in force when the claim is made — whichever is less.

b. If we remove the claim against your title within a reasonable time after receiving notice of it, we will have no further liability for it.

If you cannot use any of your land because of a claim against your title, and you rent reasonable substitute land or facilities, we will repay you for your actual rent until:

- the cause of the claim is removed
  or
- we settle your claim.

c. The Policy Amount will be reduced by all payments made under this Policy — except for costs, attorneys' fees and expenses.

d. The Policy Amount will be reduced by any amount we pay to our insured holder of any mortgage shown in this Policy or a later mortgage given by you.

e. If you do anything to affect any right of recovery you may have, we can subtract from our liability the amount by which you reduced the value of that right.

7. TRANSFER OF YOUR RIGHTS

When we settle a claim, we have all the rights you had against any person or property related to the claim. You must transfer these rights to us when we ask, and you must not do anything to affect these rights. You must let us use your name in enforcing these rights.

We will not be liable to you if we do not pursue these rights or if we do not recover any amount that might be recoverable.

With the money we recover from enforcing these rights, we will pay whatever part of your loss we have not paid. We have a right to keep what is left.

8. ARBITRATION

If it is permitted in your state, you or the Company may demand arbitration.

The arbitration shall be binding on both you and the Company. The arbitration shall decide any matter in dispute between you and the Company.

The arbitration award may:
- include attorneys' fees if allowed by state law
- be entered as a judgment in the proper court.

The arbitration shall be under the Title Insurance Arbitration Rules of the American Arbitration Association. You may choose current Rules or Rules in existence on Policy Date.

The law used in the arbitration is the law of the place where the property is located.

You can get a copy of the Rules from the Company.

9. OUR LIABILITY IS LIMITED TO THIS POLICY

This Policy, plus any endorsements, is the entire contract between you and the Company. Any claim you make against us must be made under this Policy and is subject to its terms.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BERKELEY	)	CASE NO: 2007-CP-08-458
	)	
RONALD E. PRICE and DIANA R.B. PRICE,	)	
	)	
Plaintiffs,	)	
	)	
-versus-	)	
	)	
INVESTORS TITLE INSURANCE COMPANY,	)	
	)	
Defendant.	)	

SUMMONS
(Jury Trial Demanded)

FILED
2007 FEB 22 P 12:15
MARK P. BARRETT
CLERK OF COURT
BERKELEY COUNTY, SC

TO: THE DEFENDANT ABOVE NAMED:

YOU ARE HEREBY summoned and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the person whose name is subscribed below at 6 Carriage Lane, Suite A, Charleston, South Carolina 29407, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default for the relief demanded in this Complaint.

JOSEPH W. GINN, III
Attorney for Plaintiff
6 Carriage Lane, Suite A
Charleston, South Carolina 29407
843/571-0766

Charleston, South Carolina

February 20, 2007

EXHIBIT 4
WITNESS
DATE: 5-3-2018
REPORTER: H. LANDRY

SIX: That on or about November 25, 2003, the Plaintiffs purchased the aforementioned tract of land. The deed by which the Plaintiffs purchased said tract is recorded in the Berkeley County RMC Office in Book 3723 at Page 200. A copy of said deed is attached hereto as Exhibit "B" and is incorporated herein by reference.

SEVEN: That in conjunction with the closing and purchase of the above described property on November 25, 2003, the Defendant issued a title insurance commitment covering the Plaintiffs' property described in paragraph Five above (hereinafter referred to as "Plaintiffs' property"). A copy of the title insurance commitment is attached hereto as Exhibit "C" and is incorporated herein by reference. The Plaintiffs were not provided with a copy of said title commitment until on or about July 10, 2006, despite the requests of the Defendant for a copy of said Commitment.

EIGHT: That in connection with the purchase of Plaintiffs' property, they obtained an Owner's Policy of Title Insurance issued by Defendant, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference.

NINE: That subsequent to Plaintiffs' purchase of their property, Plaintiffs discovered various defects, which have resulted in devaluation of their property and/or has affected the marketability of their property. Plaintiffs submit that the following defects and/or risks are covered by the title insurance policy issued by the Defendant:

1. Fraud or misrepresentation of seller in stating special stipulation in the Purchase Agreement (Exhibit A) that the property could be subdivided, when in fact it could not be subdivided, and such terms and conditions were not excepted from coverage of policy.

2. Public recorded documents giving constructive notice of defects or violations:

   (a) Eagle Harbor Subdivision, Phase II Plat, recorded September 2002; and

   (b) Declarations of Restrictive Covenants, recorded February 2003.

3. Restricted from use as residential property due to non-compliance with SCDHEC requirements prior to sale of property to Plaintiffs.

THIRTEEN: That Plaintiffs also seek this Court's declaration that Plaintiffs are owed coverage on their Owner's Policy, commensurate with that of the lender's policy, due to the fact that the policies were issued simultaneously, and the premium paid by the Plaintiffs afforded them with coverage matching that of the lender, in the amount of $261,700.00.

FOURTEEN: That Plaintiffs are informed and believe that this issue of coverage and amount of coverage should be resolved by declaratory decision. Plaintiffs allege that they will suffer irreparable harm if their cause seeking a declaratory judgment is not heard.

FIFTEEN: That under the circumstances herein, there is a controversy of a justifiable nature between the parties, and your Plaintiffs are informed and believe that they are entitled to have the Court inquire into these matters and issue a declaratory judgment determining the rights of the parties with respect to the questions of coverage and amount of coverage by the Defendant.

FOR A SECOND CAUSE OF ACTION

(Breach of Contract / Specific Performance)

SIXTEEN: The Plaintiffs repeat and re-allege the matters set forth in paragraphs One through Fifteen above as if fully set forth verbatim herein.

SEVENTEEN: That the title insurance commitment and the title insurance policies issued by the Defendant with respect to Plaintiffs' property constitutes a contract between the Plaintiffs and Defendant.

EIGHTEEN: That the Plaintiffs have fully performed their obligations and all conditions required of them by the above referenced policies.

NINETEEN: That the failure and refusal of the Defendant to defend the Plaintiffs' title and pay the benefits due under its policies is a violation of its contractual duties to Plaintiffs and represents Breach of Contract.

TWENTY: That the Plaintiffs are entitled to recover damages resulting from the Defendant's Breach of Contract.

TWENTY-ONE: That further, because the Plaintiffs have adhered to and performed their obligations under the contract, including without limitation, paying the applicable premium, the Plaintiffs are entitled to an Order of Specific Performance, compelling the Defendant to defend the Plaintiffs' title.

FOR A FOURTH CAUSE OF ACTION

(Breach of Fiduciary Duty)

THIRTY-THREE: The Plaintiffs repeat and re-allege the matters set forth in paragraphs One through Thirty-Two above as if fully set forth verbatim herein.

THIRTY-FOUR: That the Defendant at all times owed a fiduciary duty to the Plaintiffs and that as a result of Defendant's conduct as set forth above, the Defendant has breached the fiduciary duty and the Plaintiffs were damaged as a result thereof.

FOR A FIFTH CAUSE OF ACTION

(Negligence and Negligence *Per Se*)

THIRTY-FIVE: The Plaintiffs repeat and re-allege the matters set forth in paragraphs One through Thirty-Four above as if fully set forth verbatim herein.

THIRTY-SIX: That Defendant owed a duty to Plaintiffs to:

1. Act with reasonable promptness regarding the claims submitted by Plaintiffs;
2. Promptly investigate Plaintiffs' claims;
3. Make a good faith effort to promptly, fairly, and equitably settle Plaintiffs' claims;
4. Act without unreasonable delay;
5. Offer sufficient Owner Title Insurance Coverage to Plaintiff and have Plaintiffs sign form SC-305; and
6. Have Plaintiffs sign form SC-512a regarding Owner's Title Insurance Coverage.

THIRTY-SEVEN: That the Defendant breached its duties to Plaintiffs by:

1. Failing to act with reasonable promptness with respect to Plaintiffs' claims;
2. Failing to promptly investigate Plaintiffs' claims;

3. For such other and further relief as this Honorable Court may deem just and proper.

JOSEPH W. GINN, III
Attorney for Plaintiffs
6 Carriage Lane, Suite A
Charleston, SC 29407
843/571-0766
843/571-1225 (fax)

Charleston, South Carolina

February 20, 2007

- These payments will be made in the form of "personal" bank draft and will be guaranteed to "clear" the bank within three (3) business days of deposit of the Contractor.

c. The parties have agreed to the contract sum stated above and described in Exhibit A, showing and itemized breakdown of Work area costs and the culminating total of the Contract Sum. These costs per work area and in total, are an accurate reflection of true and real costs expected for completion of this Project; excluding Berkeley COOP charges, assessments for the connection of the electrical service from the Home to the power pole, and costs of the plumbing connection from the water well and septic system. The Contractor will notify the Homeowner upon notification of these costs.

II. Construction Manager agrees to act as the supervisor and Contractor in the building of the Home/Project. The Construction Manager agrees to utilize diligent effort to supervise and manage the construction of the Home upon commencement of this Contract, in the most efficient and economical manner possible.

a. It is further understood and agreed that these efforts, supervisory and management services, shall be performed on a time table determined by the Construction Manager, agreed to by the Homeowner, and in conjunction with the lending institution authorization for a draw, see Exhibit B.

b. When Construction Manager services are requested by the Homeowner or services are required by Subcontractors, the Homeowner shall be responsible for a service costs beyond the contract price, with prior approval of the Homeowner. In the event that Homeowner is unavailable for approval, the Construction Manager will use his best judgment to proceed with Work, at a fair and reasonable rate.

c. Construction Manager and/or Contractor shall utilize best efforts to construct and build the Home for the estimated costs and expense as set forth in Exhibit A. Homeowner agrees and covenants to be solely responsible, liable and obligated for any and all costs, expenses, labor, material associated with or required to complete the construction of the Home.

d. When or if an "overage" of the itemized Work becomes evident, the Construction Manager shall make every effort to keep that overage within a "reasonable" range and fully agrees to seek Homeowner approval prior to the performance of the Work, unless Homeowner cannot be reached for approval.

e. The plans and specifications provided is solely the responsibility of the Homeowner and Lender as applicable. Moreover, Homeowner agrees to indemnify and hold Construction Manager harmless from any and all costs or expenses of construction in any manner associated with the building of

liable to Homeowner for any delays in completion occurring for anything beyond their control. Homeowner shall not be entitled to liquidated damages for the any such delay in achieving substantial completion. Homeowner waives and releases claim to any such damage without limitation to actual, consequential, punitive, legal fees or any other such costs associated with the failure to timely complete the Home.

VIII. In the event the home is not completed by said completion date and requires "unspecified" contract services, the Homeowner shall pay the Construction Manager, as agreed by the Homeowner and Construction Manager fair and equitable amount in consideration of circumstances surrounding such an event. If, beyond any fault of the Contractor, this should occur, the Contractor will receive at minimum $1000.00 per month, which shall be prorated for partial months, for each month the project extends past the completion date, due on the first day of each month the construction of the home is extended, as deemed in the best interests of both parties.

IX. All Exhibits and Schedules hereto are incorporated herein by reference and made a part hereof. This agreement constitutes the entire agreement concerning the subject matter hereof. Exhibits A thru E.

a. Exhibit A: Costs Estimate and Contract Sum
b. Exhibit B: Lender Draw Schedule, Instructions & other applicable documents from Lender, as appropriate ("B" a. – "B" h.)
c. Exhibit C: Work Schedule
d. Exhibit D: Materials List
e. Exhibit E: Subcontractor List & Cost Estimate as applicable

X. Any notice hereunder shall be deemed to be duly given if sent by prepaid first class registered mail to:

Construction Manager or Contractor: John Kahler; 309 West Second North Street; Summerville, SC. 29483

Copy to: Troy G. Knight, Esquire; PO Box 280; Summerville, SC 29483

Homeowner/s: Diana and Ronald E. Price; PO Box 191; Mt. Blanchard, Oh, 45867

Copy to: Diana and Ronald E. Price; 1104 Saddlehorn Rd., Summerville, SC 29483

000045

h. The Agreement embodies the entire Agreement and understanding between the parties with respect to the subject matter. No provision can be changed orally, and no change or attempted waiver of any provision hereof will be binding unless in writing and signed by both parties. Any and all change orders, modifications, or alterations to this Project, as agreed to in this Contract, must be executed in writing and signed by both parties, as well as attached by addendum of Exhibit or as applicable.

XII. This Agreement/Contract is executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together is one and the same instrument. The parties represent and warrant to one another that each has, by counsel or otherwise, actively participated in the negotiation of the Agreement, and in the event of a dispute, each party waives the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

Witness our hands this day of Feb 9, , 2004.

Homeowners:

R E Price
Ronald E. Price, DRB Price Attorney-in-fact

D R B Price
Diana R. B. Price

Construction Manager/Contractor:

Jack F Kahler III
John F. Kahler III

Witnesses:

Troy A Thomas
- Printed Name: TROY ALAN THOMAS

- Printed Name:

000047

Heritage Classic Homes
Customer Open Balance
All Transactions

Type	Date	Num	Memo	Due Date	Open Balance	Amount
Price						
Payment	10/1/2003		House plans ...		-400.00	-400.00
Stmt Charge	11/25/2003	1467	Reimbursem...		400.00	400.00
Stmt Charge	12/2/2003	1479	Land clearing		1,300.00	1,300.00
Stmt Charge	12/10/2003	1485	Price Permit		25.00	25.00
Stmt Charge	12/10/2003		prints of hous...		88.62	88.62
Invoice	12/10/2003	1506	House Plan ...	12/10/2003	1,000.00	1,000.00
Stmt Charge	1/7/2004	1494	Builder Risk ...		699.20	699.20
Stmt Charge	1/8/2004	1501	Permit		1,193.75	1,193.75
Stmt Charge	1/8/2004		Access Porta...		60.55	60.55
Stmt Charge	1/10/2004		Temp Power ...		150.00	150.00
Stmt Charge	1/12/2004		cement		66.46	66.46
Stmt Charge	1/13/2004		Boral Bricks		226.80	226.80
Stmt Charge	1/15/2004		Builders First...		85.86	85.86
Stmt Charge	1/16/2004	1503	Norwood Wade		5,086.24	5,086.24
Stmt Charge	1/16/2004	1504	Freddie Allen		2,498.50	2,498.50
Stmt Charge	1/16/2004		Chemical Pre...		276.00	276.00
Stmt Charge	1/19/2004	1505	Block & mas...		613.61	613.61
Stmt Charge	1/19/2004		Liability Insur...		700.00	700.00
Stmt Charge	1/20/2004	1506	Plastic		42.37	42.37
Stmt Charge	1/20/2004		B & B Enterp...		500.00	500.00
Stmt Charge	1/20/2004	1512	Plate Tamp ...		104.94	104.94
Stmt Charge	1/22/2004	1507	Boral Bricks		166.95	166.95
Stmt Charge	1/22/2004	1509	Freddie Allen		3,509.00	3,509.00
Stmt Charge	1/22/2004	1519	B & B Enterp...		250.00	250.00
Stmt Charge	1/28/2004		Cement		206.70	206.70
Stmt Charge	1/28/2004		Cement		1,706.60	1,706.60
Stmt Charge	1/28/2004		Printing of pl...		48.76	48.76
Stmt Charge	1/30/2004		Metro Contra...		1,050.00	1,050.00
Stmt Charge	1/30/2004		Metro Contra...		420.00	420.00
Stmt Charge	2/25/2004		Builder Risk ...		-199.20	-199.20
Stmt Charge	3/31/2004		Overhead		2,214.09	2,214.09
Stmt Charge	3/31/2004		General Liabi...		-318.55	-318.55
Total Price					23,772.25	23,772.25
TOTAL					**23,772.25**	**23,772.25**

Heritage
D EXHIBIT 2
WITNESS
DATE: 3-4-2018
REPORTER: H. LANDRY

Invoice

WE SPECIALIZE IN
ROACHES, FLEAS, TICKS,
ANTS AND TERMITES

ELAM'S PEST CONTROL, INC.

— SATISFACTION GUARANTEED —

102 BERKELEY SQUARE LANE
SUITE E
GOOSE CREEK, SC 29445
Telephone: (843) 797-2420 Fax: (843) 569-3452

HUGH G. ELAM, JR.
PRESIDENT

Customer's Order No. 3439 Date March 12, 2004 20

Name Heritage Classic Homes

Address 1044 Eagle Harbor Lane

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT	MDSE RETD	PAID OUT	

QUAN	DESCRIPTION	PRICE	AMOUNT
	Chemical Pretreat		276.00
	lot #20 Saddle Horn		
	service rendered 1/16/04		

$10.00 Service Charge for Returned Checks – NET 30 DAYS.

Received By

TAX	
TOTAL	276.00

Knights REDI-MIX
P.O. Box 3408
Summerville, SC 29484
Office: 843-821-7600
Fax: 843-821-7627

INVOICE

SOLD TO:

MISCELLANEOUS
, SC

SHIP TO:

EAGLE HARBOR 1104 SADDLEHORN
Pete

CUSTOMER	INVOICE	DATE	TERMS
000006	16856	01/21/2004	NET 30

DESCRIPTION	QUANTITY UM	PRICE	AMOUNT
Ticket Number 001-143535	01/20/2004		
3000PSI, 2.0% CAL	12.00 CY	65.00	780.00
2.0% CALCIUM	12.00 CY	5.00	60.00
Ticket Number 001-143537	01/20/2004		
3000PSI, 2.0% CAL	8.00 CY	65.00	520.00
2.0% CALCIUM	8.00 CY	5.00	40.00
Ticket Number 001-143542	01/20/2004		
3000PSI, 2.0% CAL	3.00 CY	65.00	195.00
2.0% CALCIUM	3.00 CY	5.00	15.00
TOTAL YARDS:	23.00		
JOB TAX			96.60
JOB TOTAL			1706.60

TAXABLE AMOUNT	1,610.00
EXEMPT AMOUNT	0.00
SALES TAX	96.60
INVOICE TOTAL	1,706.60

FLEET'S MASONRY

3228 DRAIN ROAD, SMOAKS,SC 29481
843-562-2597 OR 843-562-8824

Price Job

QUANTITY	DESCRIPTION OF SERVICE	TOTAL AMOUNT
1030	Conc Block @ 190	1957.00
	Labor for Slab Comp	
	Dirt Work	400.00
	Concrete Labor	1152.00

Total Materials _____

Total Labor 3509

Date Started 1/19/04 Date Finish 1/23/04

Signature Freddie Allen

I Hereby acknowledge the satisfactory completion of the above describe work.!

I Danny Gilbert understand that all sales are final!!!!!!

1/23/04
CK#1509
$3509.00

Heritage Classic Homes

1044 Eagle Harbor Lane
Summerville, SC 29483

Invoice

Date	Invoice #
12/10/2003	1506

Bill To
Price Lot 20 Saddlehorn Road Eagle Harbor

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	House plans	1,000.00	1,000.00
		Total	$1,000.00

COMMERCIAL INSURANCE APPLICATION

ORD

APPLICANT INFORMATION SECTION

OP ID NR | DATE: 12/12/03

ER	PHONE (A/C, No, Ext): 843-763-7525	CARRIER	NAIC CODE: / UNDERWRITER
	FAX 843-763-7529	ALEA London Limited	

derson Insurance Assoc., LLC
O. Box 30667
Charleston SC 29417-0667
Joseph P. Stringer

POLICIES OR PROGRAM REQUESTED: residential GC liability

CODE:	SUB CODE:	INDICATE SECTIONS ATTACHED		EQUIPMENT FLOATER	GARAGE AND DEALERS
AGENCY CUSTOMER ID		PROPERTY		INSTALLATION/BUILDERS RISK	VEHICLE SCHEDULE
HERIT-1		GLASS AND SIGN		ELECTRONIC DATA PROC	BOILER & MACHINERY
		ACCOUNTS RECEIVABLE/ VALUABLE PAPERS		COMMERCIAL GENERAL LIABILITY	WORKERS COMPENSATION
		CRIME/MISCELLANEOUS CRIME		BUSINESS AUTO	UMBRELLA
		TRANSPORTATION/ MOTOR TRUCK CARGO		TRUCKERS/MOTOR CARRIER	

STATUS OF SUBMISSION

X QUOTE ☐ ISSUE POLICY

BOUND (Give Date and/or Attach Copy): DATE ☐ AM ☐ PM TIME

PACKAGE POLICY INFORMATION

ENTER THIS INFORMATION WHEN COMMON DATES AND TERMS APPLY TO SEVERAL LINES, OR FOR MONOLINE POLICIES.

PROPOSED EFF DATE	PROPOSED EXP DATE	BILLING PLAN	PAYMENT PLAN	AUDIT
01/08/04	01/08/05	☐ DIRECT BILL / X AGENCY BILL		

APPLICANT INFORMATION

NAME (First Named Insured & Other Named Insureds): Heritage Classic Homes, LLC

FEIN OR SOC SEC # (of First Named Ins):

PHONE (A/C, No, Ext): 843-688-5995

MAILING ADDRESS INCL ZIP+4 (of First Named Insured):
Danny Gilbert
1044 Eagle Harbor Lane
Summerville SC 29483

☐ INDIVIDUAL	X CORPORATION	☐ SUBCHAPTER "S" CORPORATION	☐ NOT FOR PROFIT ORG	CR BUREAU NAME	CREDIT BUREAU ID NUMBER	YEAR BUS STARTED
☐ PARTNERSHIP	☐ JOINT VENTURE	☐ LIMITED CORPORATION			(See page 3 for business type other description.)	2002

INSPECTION CONTACT: Danny Gilbert — PHONE (A/C, No, Ext): 843-688-5995

ACCOUNTING RECORDS CONTACT: Danny Gilbert — PHONE (A/C, No, Ext): 843-688-5995

PREMISES INFORMATION

LOC #	BLD #	STREET, CITY, COUNTY, STATE, ZIP+4	CITY LIMITS	INTEREST	YR BUILT	PART OCCUPIED
001	001	1044 Eagle Harbor Lane Summerville SC 29483 berkeley	☐ INSIDE / X OUTSIDE	☐ OWNER / X TENANT		
			☐ INSIDE / ☐ OUTSIDE	☐ OWNER / ☐ TENANT		
			☐ INSIDE / ☐ OUTSIDE	☐ OWNER / ☐ TENANT		

NATURE OF BUSINESS/DESCRIPTION OF OPERATIONS BY PREMISE(S)

001 001 residential GC

001 001

001 001

GENERAL INFORMATION

EXPLAIN ALL "YES" RESPONSES	YES	NO
1. IS THE APPLICANT A SUBSIDIARY OF ANOTHER ENTITY OR DOES THE APPLICANT HAVE ANY SUBSIDIARIES?		X
2. IS A FORMAL SAFETY PROGRAM IN OPERATION?		X
3. ANY EXPOSURE TO FLAMMABLES, EXPLOSIVES, CHEMICALS?		X
4. ANY CATASTROPHE EXPOSURE?		X
5. ANY OTHER INSURANCE WITH THIS COMPANY OR BEING SUBMITTED?		X
6. ANY POLICY OR COVERAGE DECLINED, CANCELLED OR NON-RENEWED DURING THE PRIOR 3 YEARS? NOT APPLICABLE IN MO		X

EXPLAIN ALL "YES" RESPONSES	YES	NO
7. ANY PAST LOSSES OR CLAIMS RELATING TO SEXUAL ABUSE OR MOLESTATION ALLEGATIONS, DISCRIMINATION OR NEGLIGENT HIRING?		X
8. DURING THE LAST TEN YEARS, HAS ANY APPLICANT BEEN CONVICTED OF ANY DEGREE OF THE CRIME OF ARSON? (In RI, this question must be answered by any applicant for property insurance. Failure to disclose the existence of an arson conviction is a misdemeanor punishable by a sentence of up to one year of imprisonment).		X
9. ANY UNCORRECTED FIRE CODE VIOLATIONS?		X
10. ANY BANKRUPTCIES, TAX OR CREDIT LIENS AGAINST THE APPLICANT IN THE PAST 5 YEARS?		X

REMARKS:

ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR ANOTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION, OR CONCEALS FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT INSURANCE ACT, WHICH IS A CRIME AND SUBJECTS THE PERSON TO CRIMINAL AND [NY: SUBSTANTIAL] CIVIL PENALTIES. (NOT APPLICABLE IN CO, HI, NE, OH, OK, OR; IN ME AND VA, INSURANCE BENEFITS MAY ALSO BE DENIED)

APPLICANT'S SIGNATURE | PRODUCER'S SIGNATURE: Joseph P. Stringer

ACORD 125 (7/98) PLEASE COMPLETE REVERSE SIDE ©ACORD CORPORATION 1993

Access Portable Toilets, Inc.
3753 Ashley Phosphate Rd.
N. Charleston, SC 29418
(843) 824-2954

Invoice

Number: 63845
Date: 08-Jan-2004
P.O. Number:

BILL TO 1355
Heritage Classic Home
1044 Eagle Harbor Lane
Summerville, SC 29486

JOB SITE 7423
1204 Saddlehorn
Lot 20
Summerville, SC

Price

Last Payment Date:
14-Mar-2003

Job Number: Accounting ID:

From => To	Duration	Unit/Service Type	Quantity	Price/Per	Tax?	Extension
07-Jan-2004 => 06-Feb-2004	1	Portable Toilet Serviced 1X Per Week Flat rate charge	1	$55.00	☑	$55.00
07-Jan-2004 => 06-Feb-2004	1	Diesal Fuel Surcharge Flat rate charge	1	$2.25	☐	$2.25

	Taxable Amount	Tax Rate	Tax	Description
Rental:	$55.00	6	$3.30	Sales Tax Charleston
Service:	$0.00		$0.00	Non Taxable

Subtotal NonTaxed:	$2.25
Subtotal Taxable:	$55.00
Subtotal Tax:	$3.30
Current Invoice Total:	$60.55
Please Pay:	**$60.55**

Payment Terms: Net 15 +/- Chrg or Pymt: $0.00

You may notice an increase in your bill due to increased operational expenses.
Any balance thirty (30) days overdue will be assessed a late charge.

Please detach here and return the bottom portion with your payment.

From:
Heritage Classic Home
1044 Eagle Harbor Lane
Summerville, SC 29486

Invoice No.	Date	Current Amount
63845	08-Jan-2004	$60.55
	Total Due	**$60.55**

To:

Access Portable Toilets, Inc.
3753 Ashley Phosphate Rd.
N. Charleston, SC 29418

If you would like to pay using your credit card, please fill in the following information:

Credit Card Number _____ Date Expires _____

Signature _____ Amount to Pay or leave blank to pay in full

ALLEN-S MASONRY

3228 DRAIN ROAD, SMOAKS,SC 29481
843-562-2597 OR 843-562-8824

#1504
Price

QUANTITY	DESCRIPTION OF SERVICE	TOTAL AMOUNT
1315		2498.50

Total Materials _____

Total Labor 2498.50

Date Started 1/12 Date Finish 1/16

Signature Freddie Allen

I Hereby acknowledge the satisfactory completion of the above describe work.

I _____ understand that all sales are final!!!!!!

CK# 1505

THE HOME DEPOT 1120
190 MARYMEADE DRIVE
SUMMERVILLE, SC 29483 (843)851-0468

SALE 1120 00024 15248 01/19/04
72 RLD790 10:40 AM

657382 MASONCEMNT-S
12 @ 6.27 75.24
RSN: 6 NEW AMT 5.89 MKDN -4.56
597767 8X8X16 BLOCK
420 @ 1.21 508.20
SUBTOTAL 578.88
SALES TAX 34.73
TOTAL $613.61
CHECK 613.61

XXXXXXXX4806
AUTH CODE 180337

1120 24 15248 01/19/2004 4872

YOUR OPINION COUNTS! COMPLETE A SURVEY
AT WWW.HOMEDEPOTOPINION.COM AND ENTER
TO WIN A $5,000 HOME DEPOT GIFT CARD!

1504

THE HOME DEPOT 1120
190 MARYMEADE DRIVE
SUMMERVILLE, SC 29483 (843)851-0468

SALE 1120 00004 93155 01/20/04
62 DXR307 07:24 AM

070052002086 POLY SHEET 39.97
SALES TAX 2.40
TOTAL $42.37
CHECK 42.37

XXXXXXXX4806
AUTH CODE 404612

1120 04 93155 01/20/2004 6792

YOUR OPINION COUNTS! COMPLETE A SURVEY
AT WWW.HOMEDEPOTOPINION.COM AND ENTER
TO WIN A $5,000 HOME DEPOT GIFT CARD!

PLASTIC FOR
UNDER SLAB

HCH CK# 1501
$1218.75
1/8/04

Berkeley County Government
223 N. Live Oak Drive
Moncks Corner, SC 29461
843 719-4368 (Inspectors) 8-10am

License Record
License Number: LIC2004-41

Page: 1
Printed: 1/8/04

Company: Heritage Classic Homes
Contact Info: Angie Johnson
PAC
Contact Dept:
Phone: 843-412-4351 **Cellular:**

License Type: Permit Authorization Card
Issued By: Bonnie Jones

Email:

Local Address: 1044 Eagle Harbor Lane
Summerville, SC 29483

Phone: 843-697-7064
Fax: 843-572-9647
Cellular:
Email:

Main Address:

Phone:
Fax:
Cellular:
Email:

Comments:

Fees: $25.00

Receipts: $25.00

Angie Johnson

LIC2004-41 Berkeley County, S.C. CONT2002-23

PERMIT AUTHORIZATION CARD

License Holder Heritage Classic Homes
License # 018558
Issued to: Angie Johnson
Exp. Date: 01/02/05

Angie Johnson
Signature
Bonnie A. Jones
Signature

Property of Berkeley County, S.C.

RHB

CERTIFICATION BY COUNSEL

I, the undersigned counsel, do hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

Respectfully submitted this 5th day of June 2019.

/s Paul B. Ferrara, III
Paul B. Ferrara, III
S.C. Bar No. 70511
2300 Otranto Road
North Charleston, SC 29406
(843) 569-5511 / (843) 569-5411 fax
paul@ferraralawfirm.net
Attorney for Appellant

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SC Court of Appeals