

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM HORRY COUNTY
Court of Common Pleas

Clifton Newman, Circuit Court Judge

RECEIVED

Apr 13 2020

S.C. SUPREME COURT

Appellate Case No. 2019-001053

Ex. Parte: Hartford Fire Insurance Company, Hartford Casualty Insurance Company, American Empire Surplus Lines Insurance Company, BITCO General Insurance Corporation, Clarendon National Insurance Company, Harleysville Insurance Company n/k/a Nationwide Insurance Company, Selective Insurance Company, Crum & Forster Specialty Insurance Company, and First Mercury Insurance Company, ... Appellants

In Re:

The Havens Condominium Association, ... Plaintiff,

v.

Centex Homes, et al., ... Defendants,

The River Crossing Condominium Association, and Vincent J. Tamburro, on behalf of himself and others similarly situated Plaintiffs

v.

Centex Homes, et al., ... Defendants,

The Tanglewood Condominium Association Plaintiff,

v.

Centex Homes, a Nevada General Partnership, et al., ... Defendants,

The Woodlands Condominium Association Plaintiff,

v.

Centex Homes, a Nevada General Partnership, et al., ... Defendants,

Of Which, The Havens Condominium Association, The River Crossing Condominium Association, Vincent J. Tamburro, The Tanglewood Condominium Association, The Woodlands Condominium Association, and Centex Homes, a Nevada General Partnership, are the Respondents.

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STATE OF SOUTH CAROLINA

COUNTY OF HORRY

THE HAVENS CONDOMINIUM
ASSOCIATION,

Plaintiff,

v.

CENTEX HOMES, et al.

Defendants.

THE RIVER CROSSING CONDOMINIUM
ASSOCIATION, AND VINCENT J.
TAMBURRO, ON BEHALF OF HIMSELF
AND OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

CENTEX HOMES, ET AL.,

Defendants.

THE TANGLEWOOD CONDOMINIUM
ASSOCIATION,

Plaintiff,

v.

CENTEX HOMES, A NEVADA GENERAL
PARTNERSHIP, ET AL.,

Defendants.

IN THE COURT OF COMMON PLEAS

FOR THE FIFTEENTH JUDICIAL
CIRCUIT

CASE NO.: 2015-CP-26-0118

ORDER DENYING MOTIONS TO
INTERVENE

CASE NO.: 2015-CP-26-00279

CASE NO.: 2015-CP-26-2718

THE WOODLANDS CONDOMINIUM	)	
ASSOCIATION,	)	CASE NO.: 2015-CP-26-04514
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
CENTEX HOMES, A NEVADA GENERAL	)	
PARTNERSHIP, ET AL.,	)	
	)	
Defendants.	)	

This matter is before the Court upon motions for intervention ("Motions") filed by the following insurance carriers ("Insurers") for insureds who are defendants in this action, which motions are made pursuant to Rule 24 of the South Carolina Rules of Civil Procedure:

River Crossing v. Centex; Case No. 2015-CP-26-00279

- 1) American Empire Surplus
- 2) BITCO General Insurance Corporation
- 3) Clarendon National
- 4) Harleysville Insurance Company n/k/a Nationwide Insurance Company
- 5) Hartford Casualty Insurance Company
- 6) Hartford Fire Insurance Company
- 7) Scottsdale Insurance Company
- 8) Selective Insurance Company

Tanglewood v. Centex; Case No. 2015-CP-26-02718

- 9) Harleysville Insurance Company n/k/a Nationwide Insurance Company
- 10) Hartford Casualty Insurance Company
- 11) Hartford Fire Insurance Company
- 12) Selective Insurance Company
- 13) American Empire Surplus
- 14) Clarendon National

Woodlands v. Centex; Case No. 2015-CP-26-04514

- 15) BITCO General Insurance Corporation
- 16) Harleysville Insurance Company n/k/a Nationwide Insurance Company
- 17) Selective Insurance Company
- 18) American Empire Surplus

19) Clarendon National

Havens v. Centex; Case No. 2015-CP-26-00118

20) Crum & Forster Specialty Insurance Company and First Mercury Insurance Company

21) Harleysville Insurance Company n/k/a Nationwide Insurance Company

22) Selective Insurance Company

American Empire Surplus, BITCO General Insurance Corporation, Clarendon National, Hartford Fire Insurance Company, Hartford Casualty Insurance Company, Scottsdale Insurance Company, Crum & Forster Specialty Insurance Company, and First Mercury Insurance Company have acknowledged that Centex Homes, a Nevada General Partnership (“Centex”) qualifies as an additional insured and have agreed to participate in the defense of Centex and their respective named insured(s) with respect to one or more of the above-referenced actions.

The present actions are separate complex construction defect cases. In each of their Complaints, Plaintiff alleges causes of action for negligence, gross negligence and breach of warranty against each of the named Defendants for damages allegedly caused by its alleged negligent and defective work.

The Insurers each seek to intervene for the “limited purpose” of submitting and participating in the preparation of jury instructions, special interrogatories, and/or a special verdict form for submission to the jury.

The Insurers contend that allowing intervention is essential for ensuring jury charges on issues such as, but not limited to, the following:

- (1) definition of progressive damages;
- (2) how to determine the cost of repairing defective workmanship originally performed by each individual subcontractor;

(3) how to determine the cost of repairing damage to other parts of the buildings that result from the defective workmanship of the subcontractor; and

(4) proof requirements by the parties seeking damages such that they must show, before recovery is available, (a) defective work of the subcontractor and (b) damage to parts of the buildings proximately caused by the defective work of the subcontractor.

In addition to jury charges, the Insurers seek to be permitted to request certain special interrogatories such as, but not limited to, the following:

(1) line item for the cost of removing and replacing the work of their respective insured(s);

(2) cost of removing and replacing portions of the building damaged by the work of their respective insured(s); and

(3) the date on which the progressive damage started and ended.

These matters have been pending since 2015 and a date certain trial is not yet scheduled except for Havens for 2020.

DISCUSSION OF THE LAW

“The granting of intervention is wholly discretionary with the trial court and will be reversed only for abuse of discretion.” Sauner v. Public Service Authority, 354 S.C. 397, 411, 581 S.E. 2d 161, 169 (2003) (citing South Carolina Tax Commission v. Union Co. Treasurer, 295 S.C. 257, 260, 368 S.E.2d 72, 74 (Ct. App. 1988)). The court should consider the practical implications of a decision allowing intervention. Ex parte Government Employee’s Ins. Co. (GEICO) v. Goethe, 373 S.C. 132, 138, 644 S.E.2d 699, 702 (2007) (affirming the family court’s denial of an insurer’s motion to intervene). “However, a party must have standing to intervene in an action pursuant to Rule 24, SCRPC.” Id. A party has standing if the party has a personal

stake in the subject matter of a lawsuit and is a “real party in interest.” Id. “A real party in interest ... is one who has a real, actual, material or substantial interest in the subject matter of the action, as distinguished from one who has only a nominal, formal, or technical interest in, or connection with, the action.” Id.

BACKGROUND

Each of the Insurers stated that they did not wish to intervene in this case as parties to the action, and specifically argued that the issue of insurance should not be permitted within the trial nor should the presence of the intervening parties be disclosed to the jury.

After careful consideration of the applicable law, arguments of counsel, the relevant pleadings, the documents in the Stipulation and Agreement of Record for Hearing on Motions to Intervene, and the memoranda and other submissions of the parties, the Court hereby finds as follows:

1. The Insurers lack the necessary standing to intervene and do not meet the requirements for intervention under Rule 24 of the South Carolina Rules of Civil Procedure (“SCRCP”). As our Supreme Court has held, “intervention is only appropriate where the party seeking intervention has ‘a real proprietary interest in the subject matter of the proceedings;’ an interest which is merely ‘peripheral and not the real interest at stake’ will not warrant intervention.” Ex parte Gov’t Employee’s Ins. Co. (GEICO) v. Goethe, 373 S.C. 132, 139, 644 S.E.2d 699, 703 (2007) (*quoting* Bailey v. Bailey, 312 S.C. 454, 441 S.E.2d 325 (1994) and affirming the family court’s denial of insurer’s motion to intervene). The Insurers do not have an interest in the property that is the subject of each of the actions, the Condominium project at issue in each case. The Insurers do not have an interest in the underlying transaction that is the subject of this litigation, namely the development and construction of the Condominium project

in each case. Each of the Insurers' interest arises solely out of its contract of insurance with its insured(s) and those interests are not appropriate to be litigated or interjected into this construction defect action. Intervention is not appropriate simply because a non-party only has a monetary interest in the outcome of the case.

2. The Insurers can satisfactorily protect any purported interests they may have in a separate declaratory judgment action, including the declaratory judgment action that is currently pending captioned: Centex Homes, a Nevada General Partnership v. The Cypress Bend Condominium Association, et al., C.A. No. 2016-CP-26-6670 (the "Declaratory Judgment Action"). The Declaratory Judgment Action concerns the defense and indemnity obligations allegedly owed by insurers and seek declarations regarding, among other things, regarding whether damages claimed in this action "are covered under the [policies issued by the Insurers]". Furthermore, addressing coverage issues in this action is likely to create inconsistent results pending the judicial determinations and outcomes in the Declaratory Judgment Action.

3. The South Carolina Supreme Court's recent decision in Harleysville Grp. Ins. v. Heritage Communities, Inc., 420 S.C. 321, 803 S.E.2d 288 (2017) does not mandate that the Insurers have a right to intervene to ask special interrogatories or request special verdict forms.

4. In order to avoid an impermissible conflict determining coverage issues, this state requires a separate action. See Sims v. Nationwide Mut. Ins. Co., 247 S.C. 82, 145 S.E2d 523 (1965). I find that the deep injection of insurance coverage issues into this construction defect action would place counsel defending an insured in an irreconcilable conflict created by the diametrically opposed goals where, on the one hand, counsel must try to minimize its insured's liability by showing lack of consequential damages and, on the other hand, counsel would likely

be faced with the necessity of proving consequential damages in order to trigger and maximize coverage for its insured.

5. I find that the special interrogatories and/or special verdict forms requested by the Insurers will likely be confusing to the jury and may unfairly prejudice the parties participating in the trial due to the interjection of extraneous insurance coverage issues into an already complex construction defect case, particularly given that Insurers have requested that they not be made parties and their involvement and the issue of insurance not be disclosed to the jury, and that there may not be any evidence in the record to support the special interrogatories and/or special verdict forms.

6. The Court further finds that the insurers shall be allowed to contest all insurance coverage issues, in a subsequent action and that any finding, argument, or issue as to reservation of rights letters to the insureds, is proper for consideration in a subsequent action and not in this present action.

7. The Court hereby denies intervention, irrespective of timing, on grounds that this Court finds that intervention would be prohibited at any time.

Based on the foregoing the Motions to Intervene is Denied.

AND IT IS SO ORDERED.

Honorable Clifton Newman, Presiding Judge

_____, 2019

_____, South Carolina



Horry Common Pleas

Case Caption: River Crossing Condominium Association , plaintiff, et al VS Centex Homes , defendant, et al
Case Number: 2015CP2600279
Type: Order/Intervene

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2019-06-21 15:49:37 page 8 of 8

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

THE RIVER CROSSING CONDOMINIUM
ASSOCIATION, and VINCENT J.
TAMBURRO, on behalf of himself and
others similarly situated,

Plaintiffs,

vs.

CENTEX HOMES, A NEVADA GENERAL
PARTNERSHIP, CENTEX CONSTRUCTION COMPANY,
INC., CENTEX CONSTRUCTION, LLC, CENTEX-
ROONEY CONSTRUCTION, CO., INC., CENTEX-
RODGERS, INC., BALFOUR BEATTY
CONSTRUCTION, LLC F/K/A CENTEX
CONSTRUCTION, LLC, RIGHT WAY
CONSTRUCTION, INC., RIGHT WAY GROUP,
INC., RWG, INC., RWGR, INC., STOCK
BUILDING SUPPLY, LLC, F/K/A STOCK
BUILDING SUPPLY, INC., BUILDERS
FIRSTSOURCE-SOUTHEAST GROUP, LLC, MARTIN
MASONRY, INC., GARY HUNNELL D/B/A GRAND
STRAND ROOFING, CRAFTMASTER
MANUFACTURING, INC., D/B/A CMI, AND ROOF
DOCTOR OF THE CAROLINAS, INC.,

Defendants.

) IN THE CIRCUIT COURT FOR THE
) FIFTEENTH JUDICIAL CIRCUIT
) 2015-CP-26-279

SUMMONS
(JURY TRIAL REQUESTED)

FILED
HORRY COUNTY
2015 JAN 13 PM 12:32
MELANIE HUGHES-WARD
CLERK OF COURT

TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and are required to answer the
Complaint in this action, a copy of which is herewith served upon you,
and to serve a copy of your Answer upon the subscribers, at Segui Law
Firm, at 864 Lowcountry Blvd., Ste. A, Mt. Pleasant, South Carolina
29464, within thirty (30) days after the service thereof, exclusive of
the day of such service, and if you fail to answer the Complaint
within the time aforesaid, judgment by default will be rendered
against you for the relief demanded in the Complaint.

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Dated: 1/12, 2015

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

THE RIVER CROSSING CONDOMINIUM
ASSOCIATION, and VINCENT J. TAMBURRO,
on behalf of himself and others
similarly situated

Plaintiffs,

vs.

CENTEX HOMES, A NEVADA GENERAL
PARTNERSHIP, CENTEX CONSTRUCTION
COMPANY, INC., CENTEX CONSTRUCTION,
LLC, CENTEX-ROONEY CONSTRUCTION, CO.,
INC., CENTEX-RODGERS, INC., BALFOUR
BEATTY CONSTRUCTION, LLC F/K/A CENTEX
CONSTRUCTION, LLC, RIGHT WAY
CONSTRUCTION, INC., RIGHT WAY GROUP,
INC., RWG, INC., RWGR, INC., STOCK
BUILDING SUPPLY, LLC, F/K/A STOCK
BUILDING SUPPLY, INC., BUILDERS
FIRSTSOURCE-SOUTHEAST GROUP,
LLC, MARTIN MASONRY, INC., GARY HUNNELL
D/B/A GRAND STRAND ROOFING,
CRAFTMASTER MANUFACTURING, INC., D/B/A
CMI, AND ROOF DOCTOR OF THE CAROLINAS,
INC.,

Defendants.

IN THE CIRCUIT COURT FOR THE
FIFTEENTH JUDICIAL CIRCUIT

2015-CP-26-279

COMPLAINT

(JURY TRIAL REQUESTED)

FILED
HORRY COUNTY
2015 JAN 13 PM 12:32
KELLY HUGHES-WARD
CLERK OF COURT

The Plaintiffs, The River Crossing Condominium Association and Vincent J. Tamburro on behalf of himself and all others similarly situated, as a voluntary class action under Rule 23 (a) of the South Carolina Rules of Civil Procedure brings this action complaining of the Defendants above named, and would allege and show as follows:

PARTIES

1. The Plaintiff, The River Crossing Condominium Association, is a South Carolina nonprofit corporation and by virtue of the Master Deed filed with the Register of Mesne and Conveyance for Horry County at Book 2446 Page 4, is charged amongst other things with the duty to repair and maintain the common elements of the Project known as River Crossing consisting of (156) units in (12) buildings located in Horry County, South Carolina.

2. The Plaintiff, Vincent J. Tamburro, is an owner of Unit 612 in River Crossing, Horry County, South Carolina. Moreover, by virtue of Tamburro's ownership interest in his unit and the Regime, under the Master Deed of The River Crossing Horizontal Property Regime (hereinafter referred to as "Master Deed"), he is a member or shareholder of the incorporated association of owners known as The River Crossing Homeowners Association, Inc.

3. That, upon information and belief, the Defendant, Centex Homes, a Nevada General Partnership, Nevada general partnership having its principle place of business in Horry County, South Carolina, and conducted business in Horry County at all relevant times herein and was engaged in the development, construction and/or repair of condominiums and buildings know as River Crossing. Accordingly, jurisdiction over the Defendant is

proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

4. That, upon information and belief, the Defendant, Centex Construction Company, Inc., is a corporation organized and existing under the laws of the State of Nevada, and conducted business in Horry County and at all relevant times herein was engaged in the building, construction and/or repair of condominiums and buildings know as River Crossing. The Defendant, Centex Construction Company, Inc., is the agent and/or alter ego of Defendants, Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., and Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

5. That, upon information and belief, the Defendant, Centex Construction, LLC, is a limited liability company organized under the laws of another state and conducted business in Horry County and at all relevant times herein was engaged in the building, construction and/or repair of the condominiums and buildings known as River Crossing. The Defendant, Centex Construction, LLC, is the agent and/or alter ego of Centex Construction, Company, Inc., Centex- Rooney Construction, Co.,

Inc., Centex-Rodgers, Inc., and Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC, and the corporate interests of these defendants were amalgamated so they in effect operated as the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

6. That, upon information and belief, the Defendant, Centex-Rooney Construction, Co., Inc., is a corporation organized and existing under the laws of the State of Florida, and conducted business in Horry County and at all relevant times herein was engaged in the building, construction and/or repair of condominiums and buildings know as River Crossing. The Defendant, Centex-Rooney Construction, Co., Inc., is the agent and/or alter ego of Defendants, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rodgers, Inc., and Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

7. That, upon information and belief, the Defendant, Centex-Rodgers Inc., is a corporation organized and existing under the laws of the State of Nevada, and conducted business in Horry County at all relevant times herein and was engaged in the

building, construction and/or repair of condominiums and buildings know as River Crossing. The Defendant, Centex-Rodgers, Inc., is the agent and/or alter ego of Defendants, Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex Construction Company, Inc., and Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

8. That, upon information and belief, the Defendant, Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, is a limited liability corporation organized and existing under the laws of the State of Delaware, and conducted business in Horry County at all relevant times herein and was engaged in the building, construction and/or repair of condominiums and buildings know as River Crossing. The Defendant, Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, is the agent and/or alter ego of Defendants, Centex-Rooney Construction, Co., Inc., and Centex-Rodgers, Inc., Centex Construction Company, Inc., Centex Construction, LLC, and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction

over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

9. That, upon information and belief, the Defendant, Right Way Construction, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the framing, siding, windows and related flashings on and to the condominiums and buildings know as River Crossing. The Defendant, Right Way Construction, Inc., is the agent and/or alter ego of Defendants, Right Way Group, Inc., RWG, Inc., and RWGR, Inc., and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

10. That, upon information and belief, the Defendant, Right Way Group, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the framing, siding, windows and related flashings on and to the condominiums and buildings know as River Crossing. The

Defendant, Right Way Group, Inc., is the agent and/or alter ego of Defendants, Right Way Construction, Inc., RWG, Inc., and RWGR, Inc., and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

11. That, upon information and belief, the Defendant, RWG, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the framing, siding, windows and related flashings on and to the condominiums and buildings know as River Crossing. The Defendant, RWG, Inc., is the agent and/or alter ego of Defendants, Right Way Construction, Inc., Right Way Group, Inc., and RWGR, Inc., and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

12. That, upon information and belief, the Defendant, RWGR, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the

supervision, building and construction and specifically installed and/or supervised the installation of the framing, siding, windows and related flashings on and to the condominiums and buildings know as River Crossing. The Defendant, RWGR, Inc., is the agent and/or alter ego of Defendants, Right Way Construction, Inc., Right Way Group, Inc., and RWG, Inc., and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

13. That, upon information and belief, the Defendant, Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., is a limited liability company and/ or business entity organized and existing under the laws of the State of South Carolina, and conducted business in Horry County at all relevant times herein and was engaged in providing labor, materials and equipment to install the framing and siding at the project, including but not limited to the installation of windows, related flashings doors, waterproofing on and to the condominiums and buildings know as River Crossing.

14. That at all relevant times herein, the Defendant, Builders Firstsource-Southeast Group, LLC, is a limited liability company organized in the State of Michigan doing business in Horry County, State of South Carolina, and conducted

business in Horry County at all relevant times herein and was engaged in providing labor, materials and equipment to install the framing and siding at the project, including but not limited to the installation of windows, related flashings doors, waterproofing on and to the condominiums and buildings know as River Crossing.

15. That, upon information and belief, the Defendant, Martin Masonry, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the masonry, brick, stone, framing and related flashings that were installed on and to the condominiums and buildings know as River Crossing.

16. That, upon information and belief, the Defendant, Gary Hunnell d/b/a Grand Strand Roofing, is a corporation, individual, partnership, and/or business entity organized, and existing under the laws of the State of South Carolina, and/or citizen and resident of Horry County, State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of

the roofing and related roofing flashings that were installed on and to the condominiums and buildings know as River Crossing.

17. That, upon information and belief, the Defendant, Craftmaster Manufacturing, Inc. d/b/a CMI, is a corporation organized and existing under the laws of the State of Illinois and conducts and is engaged in business in the State of South Carolina, and that Defendant, CMI, designed, manufactured, sold and distributed the medium density board used in the construction of the condominiums and buildings known as River Crossing.

18. That, upon information and belief, the Defendant, Roof Doctor of the Carolinas, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the roofing and related roofing flashings that were installed on and to the condominiums and buildings know as River Crossing.

CLASS ACTION ALLEGATIONS

19. The class action is brought by the Plaintiff, Vincent J. Tamburro on behalf of himself and others similarly situated, as a class action pursuant to Rule 23 of the South Carolina Rules of Civil Procedure to recover monetary damages from these Defendants, for their negligence, gross negligence,

recklessness, wantonness, willfulness, breach of express and implied warranties, and unfair trade practices, with respect to their duties as a developer, contractor, subcontractors, product manufacturer and supplier in the development and construction of the condominiums at issue.

20. The class of Plaintiffs consists of individuals, corporations, partnerships, unincorporated associates or other entities that currently or in the future will own, in whole or in part, any condominium at The River Crossing. (hereinafter "Class").

21. The Class does not include any former owner of a condominium in The River Crossing.

22. The Class is sufficiently numerous that joinder of all members is impractical.

23. Plaintiff, Vincent J. Tamburro, will fairly and adequately protect the interests of the Class as Class representative. The interests of the Class representative are coincident with, and not antagonistic to those of the other Class members and Plaintiff is represented by experienced and able counsel.

24. There are questions of law and fact common to the Class. Common questions of law include the liability of Defendants for, among other things as more particularly described below, negligence, gross negligence, recklessness,

willfulness, breach of warranties and unfair trade practices and whether these wrongful acts or omissions of all of the Defendants caused or will cause the Class to suffer damages.

25. Plaintiff's claim is brought as a condominium owner and member or a shareholder in The River Crossing Homeowners Association, Inc. for construction defects and resulting loss of use of his condominium against the Defendants and for claims of all other condominium owners that are similarly situated.

26. Plaintiff's claims are typical of the Class members' claims and derive from a common nucleus of operative facts in that the Defendants, at all times relevant, are or were charged with duties as a developer, contractor, and/or subcontractors, architect and/or product manufacturer and/or supplier of the condominiums at issue. Each Class member has been or will be similarly injured by the Defendants' wrongful acts or omissions in the development and construction of the condominiums at issue and the interests and rights of the members, such that the interest of the Plaintiff, as Class representative, are consistent with those of the members of the Class.

27. For the reasons described above and further explained below, a class action is especially appropriate in this case to promote judicial efficiency and to protect Class

members' interests and rights as common questions of law and fact clearly predominate over individual issues.

28. Moreover, class treatment is a superior method for the fair and efficient adjudication of the issues in dispute because it permits a large number of injured parties, a joinder of who is impracticable, to prosecute their common claims in a single forum simultaneously. Moreover, the class action provides an efficient method whereby the relative rights of the Class Members and Defendants can be fairly managed without unnecessary expense or duplication.

29. If Class members were to pursue individual litigation, it would be unduly burdensome to the South Carolina courts within which the individual litigation would proceed. Individual litigation would magnify the delay and expense to all parties in the court system of resolving the controversy engendered by Defendants' course of conduct with respect to the development and construction of the condominiums at issue and in safeguarding the rights of the Class. By contrast, the class action device presents far fewer management difficulties and provides the benefits of unitary adjudication, economies of scale, and comprehensive supervision by a single court. Concentrating this litigation in one forum will aid judicial economy and efficiency, promote parity among the claims of the individual Class members, and result in judicial consistency.

Notice for the pendency and any resolution of this action can be provided to all Class members by first class mail.

30. The expense and burden of individual litigation of a case of this magnitude makes it impractical for individual Class members to seek redress for the wrongs done to them and, therefore, requires consolidation of all such claims in one action.

31. Given the scope of harm inflicted by Defendants and the egregiousness of their misconduct, the prosecution of separate actions by individual members of the Class would create a risk of adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of the other members who are not parties to the adjudication or substantially impair or impede their ability to protect their interests.

32. Prosecution of this matter as a class action will most likely eliminate the possibility of repetitious litigation and provide redress for Class members who would not or could not prosecute this complex litigation on an individual basis.

33. Plaintiff, Vincent J. Tamburro, pursuant to Rule 23 of the South Carolina Rules of Civil Procedure as Class member envision no unusual difficulty in the management of this action as a class action.

34. Certification of this action as a class action

under Rule 23 of the South Carolina Rules of Civil Procedure is appropriate.

JURISDICTION

35. The Court has jurisdiction over the parties and subject matter hereto in that the allegations involve the development and construction of the (12) cementitious siding and brick clad buildings containing a total of (156) units at the condominium project known as River Crossing located in Horry County, South Carolina. The subject project is believed to have been constructed in approximately 2001-2005.

FACTUAL BACKGROUND

36. The Defendants are under a duty to develop, construct and/or repair the condominiums and buildings and manufacture building components installed at River Crossing in accordance with the building code and construction and manufacturing industry standards.

37. That the Plaintiffs recently became aware of defects and deficiencies at the project.

38. This project was substantially completed within the past (13) thirteen years, for buildings which were substantially completed prior to July 1, 2005, and substantially completed within the past (8) years for any buildings substantially completed after July 1, 2005 but to the extent any building was not substantially completed within the respective

(13) thirteen or (8) eight year periods, this action is not subject to the limitations set forth in Section 15-3-640, Code of Laws of South Carolina, 1976. as amended, because including but not limited to, *inter alla*:

- a. Defendants are guilty of fraud, gross negligence, or recklessness in providing components, in furnishing and manufacturing materials, in performing or furnishing the supervision testing, or observation of construction, and/or in construction and/or development of the project, and/or
- b. The damages claimed herein were by their nature not discoverable in the exercise of reasonable diligence at the time of their occurrence; and were the result of exposure to a harmful or injury producing substance, element or particle over a period of time.

39. That as a result of the various defects and deficiencies relative to the development, construction and repair of this project, the Plaintiffs have been damaged and will be required to expend large sums of money to repair, correct and replace various parts and components of the condominiums and buildings.

**FOR A FIRST CAUSE OF ACTION
(Negligence, Gross Negligence, Carelessness,
Recklessness, Willfulness and Wantonness)
(AS TO ALL DEFENDANTS)**

40. Plaintiffs repeat and re-allege Paragraphs 1 through 39 above as if fully set forth verbatim.

41. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex

Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc., d/b/a CMI, and Roof Doctor of the Carolinas, Inc., by and through their agents, servants and employees undertook and were under a duty to develop, construct and repair condominiums and buildings in accordance with the building code, construction industry standards and practices and in accordance with all requirements imposed by the laws and statutes of the State of South Carolina.

42. The Defendant, Centex Homes, A Nevada General Partnership, was negligent, grossly negligent, careless, reckless, willful and wanton, in developing, constructing and repairing of the condominiums and buildings. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in development, construction and repair of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;

- c. In improperly installing and constructing the exterior wall and roof systems and related flashings and weather proofings;
- d. In developing and constructing condominiums and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- e. In failing to select proper building materials and building materials free from defect;
- f. In developing, constructing and repairing the condominiums and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
- g. In failing to properly coordinate trades including subcontractors;
- h. In improperly installing the cementitious siding and brick in violation of the building code, standard building practices and accepted construction industry standards and practices;
- i. In improper installation of the cementitious siding and brick cladding that has resulted in water intrusions;
- j. In improper installation of the masonry;
- k. In failing to select proper building materials and building materials free from defect;
- l. In failing to properly supervise construction;
- m. In failing to act as a reasonable person would in circumstances then and there prevailing;
- n. In failing to recognize and disclose the deficiencies, and failing to construct an adequate exterior building envelope free from defect;
- o. In failing to make proper repairs;
- p. Other deficiencies or failures as will be proven at trial.

43. These Defendants, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, CO., Inc., Centex-Rodgers, Inc., and Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, were negligent, grossly negligent, careless, reckless, willful and wanton, in

developing, constructing and repairing of the condominiums, buildings, common areas and units at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in construction and repair of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In improperly installing and constructing the exterior wall and roof systems and related flashings and weather proofings;
- d. In developing and constructing condominiums and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- e. In failing to select proper building materials and building materials free from defect;
- f. In constructing and repairing the condominiums and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
- g. In failing to properly coordinate trades including subcontractors;
- h. In improperly installing the cementitious siding and brick in violation of the building code, standard building practices and accepted construction industry standards and practices;
- i. In improper installation of the cementitious siding and brick cladding that has resulted in water intrusions;
- j. In improper installation of the masonry;
- k. In failing to select proper building materials and building materials free from defect;
- l. In failing to properly supervise construction;

- m. In failing to act as a reasonable person would in circumstances then and there prevailing;
- n. In failing to recognize and disclose the deficiencies, and failing to construct an adequate exterior building envelope free from defect;
- o. In failing to make proper repairs;
- p. Other deficiencies or failures as will be proven at trial.

44. The Defendants, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., and RWGR, were negligent, grossly negligent, careless, reckless, willful and wanton, in constructing and repairing of the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in construction, and repair of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In constructing the condominiums and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- d. In failing to select proper building materials and building materials free from defect;
- e. In constructing and repairing the condominiums and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
- f. In failing to properly frame, install windows, flashings and weatherproofings in the construction of the condominiums and buildings;

- g. In failing to properly install the siding;
- h. In failing to properly supervise;
- i. In failing to act as a reasonable person would in circumstances then and there prevailing;
- j. Other deficiencies or failures as will be proven at trial.

45. The Defendant, Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., has directly and proximately caused defects and deficiencies in the condominiums and buildings at issue, which will need to be or have been corrected, repaired and replaced. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in the construction, repair, remodeling, and framing of the subject condominiums and buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- d. In failing to adequately supervise the work and construction, repair, remodeling, framing and/or siding installation of the subject condominiums and buildings;
- e. In failing to hire competent subcontractors, specialty contractors, and/or employees;
- f. In failing to adequately and competently supervise and/or train said subcontractors, specialty contractors and/or employees;
- g. In constructing, repairing and/or remodeling subject condominiums and buildings in violation of applicable building codes, standard building

practices, relevant product specifications and accepted construction industry standards and practices.

- h. In improperly installing windows
- i. In failing to properly frame the condominiums and buildings;
- j. In failing to properly install flashings;
- k. In failing to properly install the siding;
- l. In installing the framing, flashings and installation of windows to the condominiums and buildings which failed to provide a sufficient barrier against the intrusion of water;
- m. In improperly installing the weatherbarrier;
- n. In constructing, repairing and/or remodeling the subject condominiums and buildings in such a manner that water entered the dwelling;
- o. In failing to use due care in constructing, repairing and/or remodeling of the condominiums and buildings in such a fashion as to permit excessive moisture to enter subject condominiums and buildings;
- p. In other deficiencies as will be proven at trial.

46. The Defendant, Builders Firstsource-Southeast Group, LLC, has directly and proximately caused defects and deficiencies in the condominiums and buildings at issue, which will need to be or have been corrected, repaired and replaced. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in the construction, repair, remodeling, and framing of the subject condominiums and buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to adequately supervise the work and construction, repair, remodeling, framing and/or

- siding installation of the subject condominiums and buildings;
- d. In failing to hire competent subcontractors, specialty contractors, and/or employees;
 - e. In failing to adequately and competently supervise and/or train said subcontractors, specialty contractors and/or employees;
 - f. In constructing, repairing and/or remodeling subject condominiums and buildings in violation of applicable building codes, standard building practices, relevant product specifications and accepted construction industry standards and practices.
 - g. In improperly installing windows
 - h. In failing to properly frame the condominiums and buildings;
 - i. In failing to properly install flashings;
 - j. In failing to properly install the siding;
 - k. In installing the framing, flashings and installation of windows to the condominiums and buildings which failed to provide a sufficient barrier against the intrusion of water;
 - l. In improperly installing the weatherbarrier;
 - m. In constructing, repairing and/or remodeling the subject condominiums and buildings in such a manner that water entered the dwelling;
 - n. In failing to use due care in constructing, repairing and/or remodeling of the condominiums and buildings in such a fashion as to permit excessive moisture to enter subject condominiums and buildings;
 - o. In other deficiencies as will be proven at trial.

47. The Defendant, Martin Masonry, Inc., was negligent, grossly negligent, careless, reckless, willful and wanton, in constructing and repairing of the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness include but are not limited to the following particulars, to wit:

- a. In failing to use due care in the construction, building of the condominiums and buildings at issue;

- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to adequately supervise the building and construction of the condominiums and buildings at issue.
- d. In failing to hire competent subcontractors or supervise and/or train said subcontractors, specialty contractors and employees;
- e. In failing to properly supervise;
- f. In failing to act as a reasonable person would in circumstances then and there prevailing;
- g. In improperly installing the brick veneer and flashing;
- h. In failing to properly construct the brick veneer which resulted in excessive moisture and water intrusion causing damage to the sheathing, structural framing and damage to other building components;
- i. In failing to properly frame the buildings;
- j. Other deficiencies as will be proven at trial.

48. The Defendant, Gary Hunnell d/b/a Grand Strand Roofing, was negligent, grossly negligent, careless, reckless, willful and wanton, in willful and wanton in constructing the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness include but are not limited to the following particulars, to wit:

- a. In failing to use due care in the building and construction of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to adequately supervise the building

- and construction of the condominiums and buildings at issue;
- d. In failing to hire competent subcontractors or supervise and/or train said subcontractors, specialty, subcontractors and employees;
 - e. In failing to properly nail and install the roof shingles, metal roofs, and the flashings;
 - f. In failing to properly install the roofing system to include proper roof flashings and failing to correct any other flashings that could cause leaks;
 - g. In failing to properly install the roofing and related flashings which has resulted in water damage to the sheathing, framing, and damage to other building components;
 - h. Other deficiencies or failures as will be proven at trial.

49. That the Defendant, Craftmaster Manufacturing, Inc. d/b/a CMI, was negligent, grossly negligent, careless, reckless, willful and wanton in the manufacturing, selling and distributing of building products used in the construction of the condominiums and buildings including but not limited to medium density fiberboard which contained defects not in accordance with the applicable building codes, and in conformance with accepted construction products manufacturing industry standards all of which have directly and proximately caused defects and deficiencies in the condominiums and buildings which will need to be corrected, repaired and remediated. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, include but is not limited to the following particulars:

- a. In failing to warn all potential users, consumers, sellers and installers of the defects or

- potentials for defect in its products and the inherent risks of using its products in the buildings at issue or other similarly situated buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
 - c. In failing to design, manufacture, market, sell and distribute a product free from defects when put to its intended reasonable and foreseeable uses;
 - d. In failing to adequately and competently supervise and/or train the vendors, subcontractors or specialty contractors that sold, used and installed its products;
 - e. In failing to provide proper and adequate instructions for the installation and maintenance of its product;
 - f. In failing to provide a product that would not deteriorate and/or allow water to enter into the dwelling; and
 - g. In other deficiencies or failures as will be proven at trial.

50. The Defendant, Roof Doctor of the Carolinas, Inc., was negligent, grossly negligent, careless, reckless, willful and wanton, in willful and wanton in constructing the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness include but are not limited to the following particulars, to wit:

- a. In failing to use due care in the building and construction of the condominiums and buildings at issue;
- b. In failing to adequately supervise the building and construction of the condominiums and buildings at issue;

- c. In failing to hire competent subcontractors or supervise and/or train said subcontractors, specialty, subcontractors and employees;
- d. In failing to properly nail and install the roof shingles and the flashings;
- e. In failing to properly install the roofing system to include proper roof flashings and failing to correct any other flashings that could cause leaks;
- f. In failing to properly install the roofing and related flashings which has resulted in water damage to the sheathing, framing, and damage to other building components;
- g. Other deficiencies or failures as will be proven at trial.

51. That as a direct and proximate result of the negligence, gross negligence, carelessness, willfulness, wantonness of these Defendants, the Plaintiffs have suffered actual, incidental, consequential, and special damages and the expense of having to hire experts to investigate the causes of the water intrusion and construction defects and failures set forth above and having to spend substantial sums of money in order to renovate, correct, repair and restore the condominiums and buildings at issue to make them safe and habitable and have and/or will have had loss of use of their condominiums. Additionally, the Plaintiffs have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject condominiums and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the condominiums and

buildings. Each year since completion new areas of damage have occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiffs to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

**FOR A SECOND CAUSE OF ACTION
(Breach of Warranty of Habitability, Breach of
Warranty Against Latent Defects, Breach of Warranty of
Workmanlike Services, Breach of Warranty for Fitness for a
Particular Purpose and Breach of Warranty of Merchantability
and Serviceability and Breach of Express Warranty)
(AS TO ALL DEFENDANTS,)**

52. Each and every allegation contained in Paragraphs 1 through 51 above are incorporated herein by express reference as though fully set forth.

53. That the Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., implicitly and/or expressly warranted and provided warranties that the subject

condominiums, buildings, building components and common areas would be habitable and fit for its intended uses, and that said condominiums, buildings, and building components would be developed, constructed, and repaired in a fit, serviceable, good and workmanlike fashion in accordance with the applicable building codes, and accepted construction industry standards applicable thereto and that the subject condominiums and buildings would be merchantable, free from latent defects and fit for the particular purpose for which the condominiums, buildings and building components were developed, constructed, built and sold.

54. That the Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., and RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., breached said warranties by developing, constructing, supervising and/or failing to supervise, repairing and selling the subject condominiums and buildings and manufacturing and selling

building components in such manner as to be in violation of applicable building codes, not in conformance with accepted construction and industry standards.

55. As a direct and proximate result of the Defendants, breach of these warranties, the Plaintiffs have suffered actual, direct, incidental, consequential and special damages, including but not limited to the expenses associated with having to hire experts to investigate the causes of the defects set forth above and having to spend substantial sums of money in order to renovate, correct, repair and restore the condominiums and buildings to make them safe and habitable. Additionally, the Plaintiffs have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject condominiums and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the condominiums and buildings. Each year since completion new areas of damage have occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiffs to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

**FOR A THIRD CAUSE OF ACTION
(Unfair Trade Practices)
(AS TO ALL DEFENDANTS)**

56. Each and every allegation contained in Paragraphs 1 through 55 above are incorporated herein by express reference as though fully set forth.

57. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., are "persons" within the meaning of South Carolina Code § 39-5-10(a).

58. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., and RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary

Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., by their actions in developing, constructing, repairing, supervising and overseeing construction activities are engaged in commerce within the meaning of South Carolina Code §39-5-10(b).

59. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., by their action(s) described hereinabove, constitute unfair and deceptive practices within the meaning of South Carolina Code §39-5-20(a).

60. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-

Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc.'s, act(s) are capable of repetition and, upon information and belief and in accord with the allegations herein, have been repeated.

61. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc.'s, conduct affects the public interest of the people of South Carolina.

62. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a

Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., knew or should have reasonably known, that their conduct violated the Unfair Trade Practices Act.

63. As a direct, foreseeable and proximate result of the Defendants' unfair and deceptive practices, the Plaintiffs have suffered actual, direct, incidental, consequential and special damages, including but not limited to, the expenses associated with having to hire experts to investigate the causes of the defects set forth above and having to spend substantial sums of money in order to renovate, correct, repair and restore the condominiums and buildings to make them safe and habitable. Additionally, the Plaintiffs have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject condominiums and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the condominiums and buildings. Each year since completion new areas of damage occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiffs to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

**FOR A FOURTH CAUSE OF ACTION
(Strict Liability)
(AS TO, CMI)**

64. The Plaintiffs re-alleges the allegations contained in Paragraphs 1 through 63 of this Complaint and incorporates the same herein as if repeated verbatim.

65. That the Defendant, CMI, manufactured, sold and distributed the building products used in the construction of the buildings including but not limited to medium density fiberboard that were defective and unreasonably dangerous and were installed into and onto the Plaintiff's buildings.

66. That the Defendant, CMI, is in the business of manufacturing, marketing and selling building products including but not limited to the medium density fiberboard and other like products.

67. That the building products including but not limited to the medium density fiberboard, manufactured, distributed and sold by the Defendant, CMI, when installed into and onto the Plaintiffs' buildings were in substantially the same condition as when sold.

68. That CMI, is strictly liable to the Plaintiffs pursuant to §15-73-10 of the South Carolina Code Annotated (1976, as amended).

69. The Plaintiffs have suffered actual, direct, incidental, consequential and special damages, including but not

limited to, the expenses associated with having to hire experts to investigate the causes of the defects set forth above and their having to spend substantial sums of money in order to renovate, correct, repair and restore their condominiums and buildings to make it safe and habitable. Additionally, Plaintiffs have been injured and otherwise damaged in that moisture has intruded and continues to intrude into their condominiums and buildings causing mold, deterioration, and other damages to the finish and structure elements of the Plaintiffs' condominiums and buildings. All of which has or will require the Plaintiffs to expend great amounts of money to correct and repair as well as to suffer the loss, use and enjoyment of their property as well as loss of value in depreciation by virtue of the defects and damages aforesaid.

**FOR A FIFTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)
(AS TO CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP,)**

70. Each and every allegation contained in Paragraphs 1 through 69 above are incorporated herein by express reference as though fully set forth.

71. The Defendant in their capacity as developer and seller of River Crossing owed fiduciary and fiduciary-like duties to the Plaintiff.

72. The Defendant was bound to act honestly and in good faith and with full disclosure with regards to all matters

relating to the development and sale of the condominiums and buildings.

73. Given the existence of the Fiduciary and Fiduciary- like duties, the burden is on the Defendant to prove the appropriateness of their actions with and to the Association.

74. The Defendant attempted to circumvent their legal obligations and duties to the Plaintiffs and to benefit themselves at the Plaintiffs' expense by, among other things, inserting an anti-suit and warranty disclaimer and waiver provisions in River Crossing governing documents.

75. The Defendant breached their fiduciary duty owed to the Plaintiff by the following:

- a. In failing to act in good faith and with due regard to the interests of the Plaintiff;
- b. In failing to ensure that the buildings from which they profited complied with the applicable building code, industry standards, and state law;
- c. In failing to disclose that the buildings from which they profited were not constructed in compliance with the applicable building code, industry standards, and state law;
- d. In attempting to circumvent their legal duties through an anti-suit and warranty disclaimer and waiver provision;
- e. In failing to provide the monies necessary to repair the common areas and limited common areas;
- f. In failing to adequately perform its duties and responsibilities set forth in The Havens Covenants and Bylaws;
- g. In making decisions for the Plaintiff that benefited their interests at the expense of the Plaintiffs;
- h. In negligently performing their duties; and
- i. In such other acts which will be shown through the

course of discovery and trial.

76. The Defendant, further breached their fiduciary duties to the Plaintiffs by failing to take steps to remedy the foregoing wrongs while controlling the Association.

77. Plaintiffs are informed and believes they are entitled to a judgment against the Defendant for actual, consequential, incidental and punitive damages and the costs of this action in an amount of to be determined by the trier of fact.

**FOR A SIXTH CAUSE OF ACTION
(DECLARATION ACTION/REFORMATION AS TO
(CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP)**

78. Each and every allegation contained in Paragraphs 1 through 77 above are incorporated herein by express reference as though fully set forth.

79. The anti-suit and warranty disclaimers and waiver provisions of the Master Deed for The River Crossing Horizontal Property Regime are in violation of public policy, laws of this State and/or provisions of the Constitution, and these Defendants fiduciary duties.

80. The Plaintiffs are entitled to a declaration by this Court that the anti-suit and warranty disclaimer and waiver provisions included within the Master Deed by this Defendant are in violation of the laws of this State and/or provisions in the

Constitution and therefore void and/or require reformation to eliminate the subject provisions.

81. As provisions in the Master Deed are severable, the Plaintiffs are entitled to a declaration by this Court that the anti-suit and warranty disclaimer and waiver provisions are severable from the other terms of the Master Deed.

82. The Plaintiffs are also entitled to have ambiguous and contradictory provisions, as well as the anti-suit and warranty disclaimer and waiver provisions in the Master Deed and other governing documents construed against the Defendant and/or reformed by the Court to more accurately reflect the reasonable expectations of the Association and Homeowners.

RELIEF REQUESTED

WHEREFORE, the Plaintiffs respectfully prays for a judgment against the Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., jointly and severally

liable for the conduct complained of herein, enter a Judgment against the Defendants and in favor of the Plaintiffs for the relief as requested in this Complaint, and award the Plaintiffs their costs and attorneys fees, and for such other and further relief as may be deemed appropriate.

Plaintiffs further demands a jury trial with respect to all issues so triable.

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Attorneys for Plaintiff

Charleston, South Carolina

Dated: 11/12, 2015

IN THE CIRCUIT COURT FOR THE
FIFTEENTH JUDICIAL CIRCUIT
2015-CP-26-279

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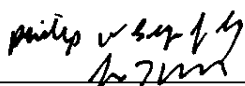
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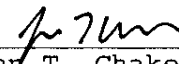
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JAIL BOOKING UNIT
CLELAND, CARRI

YOU ARE HEREBY SUMMONED and are required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers, at Segui Law Firm, at 864 Lowcountry Blvd., Ste. A, Mt. Pleasant, South Carolina 29464, within thirty (30) days after the service thereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

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Apr 7 2015
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Attorneys for Plaintiffs

Charleston, South Carolina

Dated: 2/10, 2015

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

THE RIVER CROSSING CONDOMINIUM
ASSOCIATION, and VINCENT J. TAMBURRO, on
behalf of himself and others similarly
situated

Plaintiffs,

vs.

CENTEX HOMES, A NEVADA GENERAL
PARTNERSHIP, CENTEX CONSTRUCTION COMPANY,
INC., CENTEX CONSTRUCTION, LLC, CENTEX-
ROONEY CONSTRUCTION, CO., INC., CENTEX-
RODGERS, INC., BALFOUR BEATTY
CONSTRUCTION, LLC F/K/A CENTEX
CONSTRUCTION, LLC, RIGHT WAY CONSTRUCTION,
INC., RIGHT WAY GROUP, INC., RWG, INC.,
RWGR, INC., STOCK BUILDING SUPPLY, LLC,
F/K/A STOCK BUILDING SUPPLY, INC.,
BUILDERS FIRSTSOURCE-SOUTHEAST GROUP,
LLC, MARTIN MASONRY, INC., GARY HUNNELL
D/B/A GRAND STRAND ROOFING, CRAFTMASTER
MANUFACTURING, INC., D/B/A CMI, ROOF
DOCTOR OF THE CAROLINAS, INC., STOCK
BUILDING SUPPLY, LLC F/K/A CAROLINA
BUILDERS CORPORATION, WORFIELD
LABORATORIES, INC., TREBOR INDUSTRIES,
INC., STEVEN BOSCH D/B/A THE ROOFER MAN,
CERTAINTED CORPORATION SUCCESSOR BY
MERGER TO EXTERIOR SYSTEMS, INC., A/K/A
NORANDEX, INC., WEATHER PROTECTION
SYSTEMS, INC., CRAWFORD DOOR SYSTEMS,
INC., COX MILLWORK & SUPPLY, INC., A.M.
JACOBS, INC., GALVIN DEPOMPE, ROBERTA
DEPOMPE, MORNINGSTAR CONSULTANTS, INC.,
JELD-WEN, INC., AS SUCCESSOR TO AND/OR
MERGER WITH CRAFTMASTER MANUFACTURING,
INC., D/B/A CMI, AND SIGN STUDIO &
GRAPHICS, INC.

Defendants.

IN THE CIRCUIT COURT FOR THE
FIFTEENTH JUDICIAL CIRCUIT
2015-CP-26-279

AMENDED COMPLAINT
(JURY TRIAL REQUESTED)

HORRY COUNTY
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FILED IN CIRCUIT COURT
CLERK OF COURT

The Plaintiffs, The River Crossing Condominium Association
and Vincent J. Tamburro on behalf of himself and all others similarly
situated, as a voluntary class action under Rule 23 (a) of the South

Carolina Rules of Civil Procedure brings this action complaining of the Defendants above named, and would allege and show as follows:

PARTIES

1. The Plaintiff, The River Crossing Condominium Association, is a South Carolina nonprofit corporation and by virtue of the Master Deed filed with the Register of Mesne and Conveyance for Horry County at Book 2446 Page 4, is charged amongst other things with the duty to repair and maintain the common elements of the Project known as River Crossing consisting of (156) units in (12) buildings located in Horry County, South Carolina.

2. The Plaintiff, Vincent J. Tamburro, is an owner of Unit 612 in River Crossing, Horry County, South Carolina. Moreover, by virtue of Tamburro's ownership interest in his unit and the Regime, under the Master Deed of The River Crossing Horizontal Property Regime (hereinafter referred to as "Master Deed"), he is a member or shareholder of the incorporated association of owners known as The River Crossing Homeowners Association, Inc.

3. That, upon information and belief, the Defendant, Centex Homes, a Nevada General Partnership, Nevada general partnership having its principle place of business in Horry County, South Carolina, and conducted business in Horry County at all relevant times herein and was engaged in the development, construction and/or repair of condominiums and buildings know as River Crossing. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

4. That, upon information and belief, the Defendant, Centex Construction Company, Inc., is a corporation organized and existing under the laws of the State of Nevada, and conducted business in Horry County and at all relevant times herein was engaged in the building, construction and/or repair of condominiums and buildings know as River Crossing. The Defendant, Centex Construction Company, Inc., is the agent and/or alter ego of Defendants, Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., and Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

5. That, upon information and belief, the Defendant, Centex Construction, LLC, is a limited liability company organized under the laws of another state and conducted business in Horry County and at all relevant times herein was engaged in the building, construction and/or repair of the condominiums and buildings known as River Crossing. The Defendant, Centex Construction, LLC, is the agent and/or alter ego of Centex Construction, Company, Inc., Centex- Rooney Construction, Co., Inc., Centex-Rodgers, Inc., and Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC, and the corporate interests of these defendants were amalgamated so they in effect operated as the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

6. That, upon information and belief, the Defendant, Centex-Rooney Construction, Co., Inc., is a corporation organized and existing under the laws of the State of Florida, and conducted business in Horry County and at all relevant times herein was engaged in the building, construction and/or repair of condominiums and buildings know as River Crossing. The Defendant, Centex-Rooney Construction, Co., Inc., is the agent and/or alter ego of Defendants, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rodgers, Inc., and Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

7. That, upon information and belief, the Defendant, Centex-Rodgers Inc., is a corporation organized and existing under the laws of the State of Nevada, and conducted business in Horry County at all relevant times herein and was engaged in the building, construction and/or repair of condominiums and buildings know as River Crossing. The Defendant, Centex-Rodgers, Inc., is the agent and/or alter ego of Defendants, Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex Construction Company, Inc., and Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

8. That, upon information and belief, the Defendant, Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, is a limited liability corporation organized and existing under the laws of the State of Delaware, and conducted business in Horry County at all relevant times herein and was engaged in the building, construction and/or repair of condominiums and buildings know as River Crossing. The Defendant, Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, is the agent and/or alter ego of Defendants, Centex-Rooney Construction, Co., Inc., and Centex-Rodgers, Inc., Centex Construction Company, Inc., Centex Construction, LLC, and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

9. That, upon information and belief, the Defendant, Right Way Construction, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the framing, siding, windows and related flashings on and to the condominiums and buildings know as River Crossing. The Defendant, Right Way Construction, Inc., is the agent and/or alter ego of Defendants, Right Way Group, Inc., RWG, Inc., and RWGR, Inc., and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same

entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

10. That, upon information and belief, the Defendant, Right Way Group, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the framing, siding, windows and related flashings on and to the condominiums and buildings know as River Crossing. The Defendant, Right Way Group, Inc., is the agent and/or alter ego of Defendants, Right Way Construction, Inc., RWG, Inc., and RWGR, Inc., and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

11. That, upon information and belief, the Defendant, RWG, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the framing, siding, windows and related flashings on and to the condominiums and buildings know as River Crossing. The Defendant, RWG, Inc., is the agent and/or alter ego of Defendants, Right Way Construction, Inc., Right Way Group, Inc., and RWGR, Inc., and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly,

jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

12. That, upon information and belief, the Defendant, RWGR, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the framing, siding, windows and related flashings on and to the condominiums and buildings know as River Crossing. The Defendant, RWGR, Inc., is the agent and/or alter ego of Defendants, Right Way Construction, Inc., Right Way Group, Inc., and RWG, Inc., and the corporate interests of these Defendants were amalgamated so that they in effect operated as one and the same entity. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

13. That, upon information and belief, the Defendant, Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., is a limited liability company and/ or business entity organized and existing under the laws of the State of South Carolina, and conducted business in Horry County at all relevant times herein and was engaged in providing labor, materials and equipment to install the framing and siding at the project, including but not limited to the installation of windows, related flashings doors, waterproofing on and to the condominiums and buildings know as River Crossing.

14. That at all relevant times herein, the Defendant, Builders Firstsource-Southeast Group, LLC, is a limited liability

company organized in the State of Michigan doing business in Horry County, State of South Carolina, and conducted business in Horry County at all relevant times herein and was engaged in providing labor, materials and equipment to install the framing and siding at the project, including but not limited to the installation of windows, related flashings doors, waterproofing on and to the condominiums and buildings know as River Crossing.

15. That, upon information and belief, the Defendant, Martin Masonry, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the masonry, brick, stone, framing and related flashings that were installed on and to the condominiums and buildings know as River Crossing.

16. That, upon information and belief, the Defendant, Gary Hunnell d/b/a Grand Strand Roofing, is a corporation, individual, partnership, and/or business entity organized, and existing under the laws of the State of South Carolina, and/or citizen and resident of Horry County, State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the roofing and related roofing flashings that were installed on and to the condominiums and buildings know as River Crossing.

17. That, upon information and belief, the Defendant, Craftmaster Manufacturing, Inc. d/b/a CMI, is a corporation organized and existing under the laws of the State of Illinois and conducts and is engaged in business in the State of South Carolina, and that Defendant, CMI, designed, manufactured, sold and distributed the medium density board used in the construction of the condominiums and buildings known as River Crossing.

18. That, upon information and belief, the Defendant, Roof Doctor of the Carolinas, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the roofing and related roofing flashings that were installed on and to the condominiums and buildings know as River Crossing.

19. That, upon information and belief, the Defendant, Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, is a corporation organized and existing under the laws of the State of North Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the framing, windows and related flashings and framing services that were installed on and to the condominiums and buildings know as River Crossing.

20. That, upon information and belief, the Defendant, Orfield Laboratories, Inc., is a corporation organized and existing

under the laws of the State of Minnesota, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the framing, windows and related flashings, framing services and brick veneer that were installed on and to the condominiums and buildings know as River Crossing.

21. That, upon information and belief, the Defendant, Trebor Industries, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant and at all times relevant was engaged in inspecting the construction including the installation of the brick veneer, flashings, roofing, and other building components on and to the condominiums and buildings located at River Crossing.

22. That upon information and belief, the Defendant, Steven Bosch d/b/a The Roofer Man, is a citizen and resident of Horry County, State of South Carolina conducting business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the roofing and related roofing flashings that were installed on and to the condominiums and buildings know as River Crossing.

23. That, upon information and belief, the Defendant, Certainteed Corporation, Successor by Merger to Exterior System, Inc., a/k/a Norandex, Inc., is a corporation organized and existing under the laws of the State of North Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the

supervision, building, and construction and specifically installed and/or supervised the installation of the windows, related flashings and sealants that were installed on and to the condominiums and buildings know as River Crossing.

24. That, upon information and belief, the Defendant, Weather Protection Systems, Inc., is a corporation organized and existing under the laws of the State of North Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the windows, related flashings and sealants that were installed on and to the condominiums and buildings know as River Crossing.

25. That, upon information and belief, the Defendant, Crawford Door Systems, Inc., is a corporation organized and existing under the laws of the State of North Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the windows, related flashings and sealants that were installed on and to the condominiums and buildings know as River Crossing.

26. That, upon information and belief, the Defendant, Cox Millwork & Supply, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the windows, related flashings

and sealants that were installed on and to the condominiums and buildings know as River Crossing.

27. That, upon information and belief, the Defendant, A.M. Jacobs, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the windows, related flashings and sealants that were installed on and to the condominiums and buildings know as River Crossing.

28. That, upon information and belief, the Defendant, Galvin DePompe, is an individual and citizen and resident of Horry County, State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the siding and related flashings that were installed on and to the condominiums and buildings know as River Crossing.

29. That, upon information and belief, the Defendant, Roberta DePompe, is an individual and citizen and resident of Horry County, State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building and construction and specifically installed and/or supervised the installation of the siding and related flashings that were installed on and to the condominiums and buildings know as River Crossing.

30. That, upon information and belief, the Defendant, Morningstar Consultants, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant and at all times relevant was engaged in the construction and inspecting the construction including the installation of the siding, brick veneer, flashings, roofing, and other building components on and to the condominiums and buildings known as River Crossing.

31. That, upon information and belief, the Defendant, Jeld-Wen, Inc., as successor to and/or merger with Craftmaster Manufacturing, Inc. d/b/a CMI, is a corporation organized and existing under the laws of the State of Oregon and conducts and is engaged in business in the State of South Carolina, and that Defendant, Jeld-Wen, Inc., as successor to and/or merger with Craftmaster Manufacturing, Inc. d/b/a CMI, designed, manufactured, sold and distributed the designed, manufactured, sold and distributed the MiraTEC used in the construction of the condominiums and buildings known as River Crossing.

32. That, upon information and belief, the Defendant, Sign Studio & Graphics, Inc., is a corporation organized and existing under the laws of the State of South Carolina, and conducted business in Horry County and at all relevant times herein was engaged in the supervision, building, and construction and specifically installed and/or supervised the installation of the siding and related flashings that were installed on and to the condominiums and buildings know as River Crossing.

CLASS ACTION ALLEGATIONS

33. The class action is brought by the Plaintiff, Vincent J. Tamburro on behalf of himself and others similarly situated, as a class action pursuant to Rule 23 of the South Carolina Rules of Civil Procedure to recover monetary damages from these Defendants, for their negligence, gross negligence, recklessness, wantonness, willfulness, breach of express and implied warranties, and unfair trade practices, with respect to their duties as a developer, contractor, subcontractors, product manufacturer and supplier in the development and construction of the condominiums at issue.

34. The class of Plaintiffs consists of individuals, corporations, partnerships, unincorporated associates or other entities that currently or in the future will own, in whole or in part, any condominium at The River Crossing. (hereinafter "Class").

35. The Class does not include any former owner of a condominium in The River Crossing.

36. The Class is sufficiently numerous that joinder of all members is impractical.

37. Plaintiff, Vincent J. Tamburro, will fairly and adequately protect the interests of the Class as Class representative.

The interests of the Class representative are coincident with, and not antagonistic to those of the other Class members and Plaintiff is represented by experienced and able counsel.

38. There are questions of law and fact common to the Class. Common questions of law include the liability of Defendants for, among other things as more particularly described below,

negligence, gross negligence, recklessness, willfulness, breach of warranties and unfair trade practices and whether these wrongful acts or omissions of all of the Defendants caused or will cause the Class to suffer damages.

39. Plaintiff's, claim is brought as a condominium owner and member or a shareholder in The River Crossing Homeowners Association, Inc. for construction defects and resulting loss of use of his condominium against the Defendants and for claims of all other condominium owners that are similarly situated.

40. Plaintiff's claims are typical of the Class members' claims and derive from a common nucleus of operative facts in that the Defendants, at all times relevant, are or were charged with duties as a developer, contractor, and/or subcontractors, architect and/or product manufacturer and/or supplier of the condominiums at issue. Each Class member has been or will be similarly injured by the Defendants' wrongful acts or omissions in the development and construction of the condominiums at issue and the interests and rights of the members, such that the interest of the Plaintiff, as Class representative, are consistent with those of the members of the Class.

41. For the reasons described above and further explained below, a class action is especially appropriate in this case to promote judicial efficiency and to protect Class members' interests and rights as common questions of law and fact clearly predominate over individual issues.

42. Moreover, class treatment is a superior method for the fair and efficient adjudication of the issues in dispute because it

permits a large number of injured parties, a joinder of who is impracticable, to prosecute their common claims in a single forum simultaneously. Moreover, the class action provides an efficient method whereby the relative rights of the Class Members and Defendants can be fairly managed without unnecessary expense or duplication.

43. If Class members were to pursue individual litigation, it would be unduly burdensome to the South Carolina courts within which the individual litigation would proceed. Individual litigation would magnify the delay and expense to all parties in the court system of resolving the controversy engendered by Defendants' course of conduct with respect to the development and construction of the condominiums at issue and in safeguarding the rights of the Class. By contrast, the class action device presents far fewer management difficulties and provides the benefits of unitary adjudication, economies of scale, and comprehensive supervision by a single court. Concentrating this litigation in one forum will aid judicial economy and efficiency, promote parity among the claims of the individual Class members, and result in judicial consistency. Notice for the pendency and any resolution of this action can be provided to all Class members by first class mail.

44. The expense and burden of individual litigation of a case of this magnitude makes it impractical for individual Class members to seek redress for the wrongs done to them and, therefore, requires consolidation of all such claims in one action.

45. Given the scope of harm inflicted by Defendants and the egregiousness of their misconduct, the prosecution of separate

actions by individual members of the Class would create a risk of adjudications with respect to individual members of the Class which would, as a practical matter, be dispositive of the interests of the other members who are not parties to the adjudication or substantially impair or impede their ability to protect their interests.

46. Prosecution of this matter as a class action will most likely eliminate the possibility of repetitious litigation and provide redress for Class members who would not or could not prosecute this complex litigation on an individual basis.

47. Plaintiff, Vincent J. Tamburro, pursuant to Rule 23 of the South Carolina Rules of Civil Procedure as Class member envision no unusual difficulty in the management of this action as a class action.

48. Certification of this action as a class action under Rule 23 of the South Carolina Rules of Civil Procedure is appropriate.

JURISDICTION

49. The Court has jurisdiction over the parties and subject matter hereto in that the allegations involve the development and construction of the (12) cementitious siding and brick clad buildings containing a total of (156) units at the condominium project known as River Crossing located in Horry County, South Carolina. The subject project is believed to have been constructed in approximately 2001-2005.

FACTUAL BACKGROUND

50. The Defendants are under a duty to develop, construct and/or repair the condominiums and buildings and manufacture building

components installed at River Crossing in accordance with the building code and construction and manufacturing industry standards.

51. That the Plaintiffs recently became aware of defects and deficiencies at the project.

52. This project was substantially completed within the past (13) thirteen years, for buildings which were substantially completed prior to July 1, 2005, and substantially completed within the past (8) years for any buildings substantially completed after July 1, 2005 but to the extent any building was not substantially completed within the respective (13) thirteen or (8) eight year periods, this action is not subject to the limitations set forth in Section 15-3-640, Code of Laws of South Carolina, 1976. as amended, because including but not limited to, *inter alla*:

- a. Defendants are guilty of fraud, gross negligence, or recklessness in providing components, in furnishing and manufacturing materials, in performing or furnishing the supervision testing, or observation of construction, and/or in construction and/or development of the project, and/or
- b. The damages claimed herein were by their nature not discoverable in the exercise of reasonable diligence at the time of their occurrence; and were the result of exposure to a harmful or injury producing substance, element or particle over a period of time.

53. That as a result of the various defects and deficiencies relative to the development, construction and repair of this project, the Plaintiffs have been damaged and will be required to expend large sums of money to repair, correct and replace various parts and components of the condominiums and buildings.

**FOR A FIRST CAUSE OF ACTION
(Negligence, Gross Negligence, Carelessness,
Recklessness, Willfulness and Wantonness)
(AS TO ALL DEFENDANTS)**

54. Plaintiffs repeat and re-allege Paragraphs 1 through 53 above as if fully set forth verbatim.

55. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc., d/b/a CMI, and Roof Doctor of the Carolinas, Inc., **Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc.,** by and through their agents, servants and employees undertook and were under a duty to develop, construct and repair condominiums and buildings in accordance with the building code, construction industry standards and practices and in accordance with all requirements

imposed by the laws and statutes of the State of South Carolina.

56. The Defendant, Centex Homes, A Nevada General Partnership, was negligent, grossly negligent, careless, reckless, willful and wanton, in developing, constructing and repairing of the condominiums and buildings. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in development, construction and repair of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In improperly installing and constructing the exterior wall and roof systems and related flashings and weather proofings;
- d. In developing and constructing condominiums and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- e. In failing to select proper building materials and building materials free from defect;
- f. In developing, constructing and repairing the condominiums and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
- g. In failing to properly coordinate trades including subcontractors;
- h. In improperly installing the cementitious siding and brick in violation of the building code, standard building practices and accepted construction industry standards and practices;
- i. In improper installation of the cementitious siding and brick cladding that has resulted in water intrusions;
- j. In improper installation of the masonry;
- k. In failing to select proper building materials and building materials free from defect;
- l. In failing to properly supervise construction;

- m. In failing to act as a reasonable person would in circumstances then and there prevailing;
- n. In failing to recognize and disclose the deficiencies, and failing to construct an adequate exterior building envelope free from defect;
- o. In failing to make proper repairs;
- p. Other deficiencies or failures as will be proven at trial.

57. These Defendants, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, CO., Inc., Centex-Rodgers, Inc., and Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, were negligent, grossly negligent, careless, reckless, willful and wanton, in developing, constructing and repairing of the condominiums, buildings, common areas and units at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in construction and repair of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In improperly installing and constructing the exterior wall and roof systems and related flashings and weather proofings;
- d. In developing and constructing condominiums and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- e. In failing to select proper building materials and building materials free from defect;
- f. In constructing and repairing the condominiums and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
- g. In failing to properly coordinate trades including subcontractors;

- h. In improperly installing the cementitious siding and brick in violation of the building code, standard building practices and accepted construction industry standards and practices;
- i. In improper installation of the cementitious siding and brick cladding that has resulted in water intrusions;
- j. In improper installation of the masonry;
- k. In failing to select proper building materials and building materials free from defect;
- l. In failing to properly supervise construction;
- m. In failing to act as a reasonable person would in circumstances then and there prevailing;
- n. In failing to recognize and disclose the deficiencies, and failing to construct an adequate exterior building envelope free from defect;
- o. In failing to make proper repairs;
- p. Other deficiencies or failures as will be proven at trial.

58. The Defendants, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., and RWGR, were negligent, grossly negligent, careless, reckless, willful and wanton, in constructing and repairing of the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in construction, and repair of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In constructing the condominiums and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- d. In failing to select proper building materials and building materials free from defect;
- e. In constructing and repairing the condominiums and buildings in violation of the applicable building

- codes, standard building practices and accepted construction industry standards and practices;
- f. In failing to properly frame, install windows, flashings and weatherproofings in the construction of the condominiums and buildings;
- g. In failing to properly install the siding;
- h. In failing to properly supervise;
- i. In failing to act as a reasonable person would in circumstances then and there prevailing;
- j. Other deficiencies or failures as will be proven at trial.

59. The Defendants, Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., and Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, have directly and proximately caused defects and deficiencies in the condominiums and buildings at issue, which will need to be or have been corrected, repaired and replaced. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in the construction, repair, remodeling, and framing of the subject condominiums and buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- d. In failing to adequately supervise the work and construction, repair, remodeling, framing and/or siding installation of the subject condominiums and buildings;
- e. In failing to hire competent subcontractors, specialty contractors, and/or employees;
- f. In failing to adequately and competently supervise and/or train said subcontractors, specialty contractors and/or employees;
- g. In constructing, repairing and/or remodeling subject condominiums and buildings in violation of applicable

building codes, standard building practices, relevant product specifications and accepted construction industry standards and practices.

- h. In improperly installing windows
- i. In failing to properly frame the condominiums and buildings;
- j. In failing to properly install flashings;
- k. In failing to properly install the siding;
- l. In installing the framing, flashings and installation of windows to the condominiums and buildings which failed to provide a sufficient barrier against the intrusion of water;
- m. In improperly installing the weatherbarrier;
- n. In constructing, repairing and/or remodeling the subject condominiums and buildings in such a manner that water entered the dwelling;
- o. In failing to use due care in constructing, repairing and/or remodeling of the condominiums and buildings in such a fashion as to permit excessive moisture to enter subject condominiums and buildings;
- p. In other deficiencies as will be proven at trial.

60. The Defendant, Builders Firstsource-Southeast Group, LLC, has directly and proximately caused defects and deficiencies in the condominiums and buildings at issue, which will need to be or have been corrected, repaired and replaced. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in the construction, repair, remodeling, and framing of the subject condominiums and buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to adequately supervise the work and construction, repair, remodeling, framing and/or siding installation of the subject condominiums and buildings;
- d. In failing to hire competent subcontractors, specialty contractors, and/or employees;
- e. In failing to adequately and competently supervise and/or train said subcontractors, specialty contractors and/or employees;

- f. In constructing, repairing and/or remodeling subject condominiums and buildings in violation of applicable building codes, standard building practices, relevant product specifications and accepted construction industry standards and practices.
- g. In improperly installing windows
- h. In failing to properly frame the condominiums and buildings;
- i. In failing to properly install flashings;
- j. In failing to properly install the siding;
- k. In installing the framing, flashings and installation of windows to the condominiums and buildings which failed to provide a sufficient barrier against the intrusion of water;
- l. In improperly installing the weatherbarrier;
- m. In constructing, repairing and/or remodeling the subject condominiums and buildings in such a manner that water entered the dwelling;
- n. In failing to use due care in constructing, repairing and/or remodeling of the condominiums and buildings in such a fashion as to permit excessive moisture to enter subject condominiums and buildings;
- o. In other deficiencies as will be proven at trial.

61. The Defendant, Martin Masonry, Inc., was negligent, grossly negligent, careless, reckless, willful and wanton, in constructing and repairing of the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness include but are not limited to the following particulars, to wit:

- a. In failing to use due care in the construction, building of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to adequately supervise the building and construction of the condominiums and buildings at issue;
- d. In failing to hire competent subcontractors or supervise and/or train said subcontractors, specialty contractors and employees;
- e. In failing to properly supervise;
- f. In failing to act as a reasonable person would in circumstances then and there prevailing;

- g. In improperly installing the brick veneer and flashing;
- h. In failing to properly construct the brick veneer which resulted in excessive moisture and water intrusion causing damage to the sheathing, structural framing and damage to other building components;
- i. In failing to properly frame the buildings;
- j. Other deficiencies as will be proven at trial.

62. The Defendant, Gary Hunnell d/b/a Grand Strand Roofing, was negligent, grossly negligent, careless, reckless, willful and wanton, in willful and wanton in constructing the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness include but are not limited to the following particulars, to wit:

- a. In failing to use due care in the building and construction of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to adequately supervise the building and construction of the condominiums and buildings at issue;
- d. In failing to hire competent subcontractors or supervise and/or train said subcontractors, specialty, subcontractors and employees;
- e. In failing to properly nail and install the roof shingles, metal roofs, and the flashings;
- f. In failing to properly install the roofing system to include proper roof flashings and failing to correct any other flashings that could cause leaks;
- g. In failing to properly install the roofing and related flashings which has resulted in water damage to the sheathing, framing, and damage to other building components;
- h. Other deficiencies or failures as will be proven at trial.

63. That the Defendants, Craftmaster Manufacturing, Inc. d/b/a CMI, and Jeld-Wen, Inc., as Successor to and/or merger with

Craftmaster Manufacturing, Inc., d/b/a CMI, were negligent, grossly negligent, careless, reckless, willful and wanton in the manufacturing, selling and distributing of building products used in the construction of the condominiums and buildings including but not limited to medium density fiberboard which contained defects not in accordance with the applicable building codes, and in conformance with accepted construction products manufacturing industry standards all of which have directly and proximately caused defects and deficiencies in the condominiums and buildings which will need to be corrected, repaired and remediated. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, include but is not limited to the following particulars:

- a. In failing to warn all potential users, consumers, sellers and installers of the defects or potentials for defect in its products and the inherent risks of using its products in the buildings at issue or other similarly situated buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to design, manufacture, market, sell and distribute a product free from defects when put to its intended reasonable and foreseeable uses;
- d. In failing to adequately and competently supervise and/or train the vendors, subcontractors or specialty contractors that sold, used and installed its products;
- e. In failing to provide proper and adequate instructions for the installation and maintenance of its product;
- f. In failing to provide a product that would not deteriorate and/or allow water to enter into the dwelling; and
- g. In other deficiencies or failures as will be proven at trial.

64. The Defendant, Roof Doctor of the Carolinas, Inc., was negligent, grossly negligent, careless, reckless, willful and

wanton, in willful and wanton in constructing the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness include but are not limited to the following particulars, to wit:

- a. In failing to use due care in the building and construction of the condominiums and buildings at issue;
- b. In failing to adequately supervise the building and construction of the condominiums and buildings at issue;
- c. In failing to hire competent subcontractors or supervise and/or train said subcontractors, specialty, subcontractors and employees;
- d. In failing to properly nail and install the roof shingles and the flashings;
- e. In failing to properly install the roofing system to include proper roof flashings and failing to correct any other flashings that could cause leaks;
- f. In failing to properly install the roofing and related flashings which has resulted in water damage to the sheathing, framing, and damage to other building components;
- g. Other deficiencies or failures as will be proven at trial.

65. The Defendant, Orfield Laboratories, Inc., has directly and proximately caused defects and deficiencies in the condominiums and buildings at issue, which will need to be or have been corrected, repaired and replaced. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in the construction, repair, remodeling, and framing of the subject condominiums and buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to adequately supervise the work and construction, repair, remodeling, framing and/or

- siding installation of the subject condominiums and buildings;
- d. In failing to hire competent subcontractors, specialty contractors, and/or employees;
 - e. In failing to adequately and competently supervise and/or train said subcontractors, specialty contractors and/or employees;
 - f. In constructing, repairing and/or remodeling subject condominiums and buildings in violation of applicable building codes, standard building practices, relevant product specifications and accepted construction industry standards and practices.
 - g. In improperly installing windows
 - h. In failing to properly frame the condominiums and buildings;
 - i. In failing to properly install flashings;
 - j. In failing to properly install the siding;
 - k. In installing the framing, flashings and installation of windows to the condominiums and buildings which failed to provide a sufficient barrier against the intrusion of water;
 - l. In improperly installing the brick veneer;
 - m. In improperly installing the weatherbarrier;
 - n. In constructing, repairing and/or remodeling the subject condominiums and buildings in such a manner that water entered the dwelling;
 - o. In failing to use due care in constructing, repairing and/or remodeling of the condominiums and buildings in such a fashion as to permit excessive moisture to enter subject condominiums and buildings;
 - p. In other deficiencies as will be proven at trial.

66. The Defendant, Trebor Industries, Inc., has directly and proximately caused defects and deficiencies in the condominiums and buildings at issue, which will need to be or have been corrected, repaired and replaced. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in the construction, repair, remodeling, and framing of the subject condominiums and buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were

- going to be exposed to water intrusion and suffer damage over a period of time;
- c. In failing to adequately supervise the work and construction, repair, remodeling, framing and/or siding installation of the subject condominiums and buildings;
 - d. In failing to hire competent subcontractors, specialty contractors, and/or employees;
 - e. In failing to adequately and competently supervise and/or train said subcontractors, specialty contractors and/or employees;
 - f. In constructing, repairing and/or remodeling subject condominiums and buildings in violation of applicable building codes, standard building practices, relevant product specifications and accepted construction industry standards and practices.
 - g. In improperly installing windows
 - h. In failing to properly frame the condominiums and buildings;
 - i. In failing to properly install flashings;
 - j. In failing to properly install the siding;
 - k. In installing the framing, flashings and installation of windows to the condominiums and buildings which failed to provide a sufficient barrier against the intrusion of water;
 - l. In improperly installing the brick veneer;
 - m. In improperly installing the weatherbarrier;
 - n. In constructing, repairing and/or remodeling the subject condominiums and buildings in such a manner that water entered the dwelling;
 - o. In failing to use due care in constructing, repairing and/or remodeling of the condominiums and buildings in such a fashion as to permit excessive moisture to enter subject condominiums and buildings;
 - p. In other deficiencies as will be proven at trial.

67. The Defendant, Steven Bosch d/b/a The Roofer Man, was negligent, grossly negligent, careless, reckless, willful and wanton, in willful and wanton in constructing the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness include but are not limited to the following particulars, to wit:

- a. In failing to use due care in the building and construction of the condominiums and buildings at

- issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
 - c. In failing to adequately supervise the building and construction of the condominiums and buildings at issue;
 - d. In failing to hire competent subcontractors or supervise and/or train said subcontractors, specialty, subcontractors and employees;
 - e. In failing to properly nail and install the roof shingles, metal roofs, and the flashings;
 - f. In failing to properly install the roofing system to include proper roof flashings and failing to correct any other flashings that could cause leaks;
 - g. In failing to properly install the roofing and related flashings which has resulted in water damage to the sheathing, framing, and damage to other building components;
 - h. Other deficiencies or failures as will be proven at trial.

68. The Defendants, Certainteed Corporation, successor by merger to Exterior System, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., and A.M. Jacobs, Inc., have directly and proximately caused defects and deficiencies in the condominiums and buildings at issue, which will need to be or have been corrected, repaired and replaced. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in the construction, repair, and remodeling of the subject condominiums and buildings;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;

- c. In constructing buildings in a manner that with the water intrusion and suffer damage over a period of time;
- d. In failing to adequately supervise the work and construction, repair, remodeling, and framing of the subject condominiums and buildings;
- e. In failing to hire competent subcontractors, specialty contractors, and/or employees;
- f. In failing to adequately and competently supervise and/or train said subcontractors, specialty contractors and/or employees;
- g. In constructing, repairing and/or remodeling subject condominiums and buildings in violation of applicable building codes, standard building practices, relevant product specifications and accepted construction industry standards and practices.
- h. In improperly installing windows
- i. In failing to properly install flashings;
- j. In failing to properly install the sealants;
- k. In installing the framing, flashings and installation of windows to the condominiums and buildings which failed to provide a sufficient barrier against the intrusion of water;
- l. In improperly installing the weatherbarrier;
- m. In constructing, repairing and/or remodeling the subject condominiums and buildings in such a manner that water entered the dwelling;
- n. In failing to use due care in constructing, repairing and/or remodeling of the condominiums and buildings in such a fashion as to permit excessive moisture to enter subject condominiums and buildings;
- o. In other deficiencies as will be proven at trial.

69. The Defendants, Galvin DePompe and Roberta DePompe, were negligent, grossly negligent, careless, reckless, willful and wanton, in constructing and repairing of the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in construction, and repair of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going

- to be exposed to water intrusion and suffer damage over a period of time;
- c. In constructing the condominiums and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
 - d. In failing to select proper building materials and building materials free from defect;
 - e. In constructing and repairing the condominiums and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
 - f. In failing to properly frame, install windows, flashings and weatherproofings in the construction of the condominiums and buildings;
 - g. In failing to properly install the siding;
 - h. In failing to properly supervise;
 - i. In failing to act as a reasonable person would in circumstances then and there prevailing;
 - j. Other deficiencies or failures as will be proven at trial.

70. The Defendant, Morningstar Consultants, Inc., was negligent, grossly negligent, careless, reckless, willful and wanton, in constructing, inspecting, observing, authorizing payments and approving construction of the project. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in the construction, inspection, and observation, for the project;
- b. In constructing, inspecting, and observing buildings that were constructed in a manner which it was inevitable that water would intrude into the buildings and condominiums at issue causing damage and decay to the wall system;
- c. In constructing, inspecting and observing buildings that failed to provide sufficient barriers against water intrusion into the wall system and an adequate avenue for the exit of water that gets into the wall system resulting in water damage;
- d. In constructing, inspecting and observing buildings that were constructed violation of the building code, standard building practices, relevant product specifications, that were constructed in violation of the building code, standard

- building practices, relevant product specifications, and accepted construction industry standards and practices;
- e. In failing to perform contract administration to insure the buildings and building components were constructed and/or installed in accordance with the building codes, standard building practices, relevant product specifications and accepted;
 - f. In constructing and allowing the cladding, roofing, window and door installation, secondary weather barrier, flashings and sealants to be constructed and/or installed in violation of the building codes, product specifications and accepted construction industry standards and practices;
 - g. Other deficiencies or failures as will be proven at trial.

71. The Defendant, Sign Studio & Graphics, Inc., was negligent, grossly negligent, careless, reckless, willful and wanton, in constructing and repairing of the condominiums and buildings at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- a. In failing to use due care in construction, and repair of the condominiums and buildings at issue;
- b. In constructing buildings in a manner that with the exercise of your reasonable diligence would have or should have known were built improperly and were going to be exposed to water intrusion and suffer damage over a period of time;
- c. In constructing the condominiums and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- d. In failing to select proper building materials and building materials free from defect;
- e. In constructing and repairing the condominiums and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
- f. In failing to properly frame, install windows, flashings and weatherproofings in the construction of the condominiums and buildings;
- g. In failing to properly install the siding;

- h. In failing to properly supervise;
- i. In failing to act as a reasonable person would in circumstances then and there prevailing;
- j. Other deficiencies or failures as will be proven at trial.

72. That as a direct and proximate result of the negligence, gross negligence, carelessness, willfulness, wantonness of these Defendants, the Plaintiffs have suffered actual, incidental, consequential, and special damages and the expense of having to hire experts to investigate the causes of the water intrusion and construction defects and failures set forth above and having to spend substantial sums of money in order to renovate, correct, repair and restore the condominiums and buildings at issue to make them safe and habitable and have and/or will have had loss of use of their condominiums. Additionally, the Plaintiffs have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject condominiums and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the condominiums and buildings. Each year since completion new areas of damage have occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiffs to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment and/or loss of rents of their property by virtue of the defects and damages aforesaid.

FOR A SECOND CAUSE OF ACTION

(Breach of Warranty of Habitability, Breach of Warranty Against Latent Defects, Breach of Warranty of Workmanlike Services, Breach of Warranty for Fitness for a Particular Purpose and Breach

**of Warranty of Merchantability and Serviceability and Breach of
Express Warranty)
(AS TO ALL DEFENDANTS,)**

73. Each and every allegation contained in Paragraphs 1 through 72 above are incorporated herein by express reference as though fully set forth.

74. That the Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc., implicitly and/or expressly warranted and provided warranties that the subject condominiums, buildings, building components and common areas would be habitable and fit for its intended uses, and that said condominiums, buildings, and building components would be developed,

constructed, and repaired in a fit, serviceable, good and workmanlike fashion in accordance with the applicable building codes, and accepted construction industry standards applicable thereto and that the subject condominiums and buildings would be merchantable, free from latent defects and fit for the particular purpose for which the condominiums, buildings and building components were developed, constructed, built and sold.

75. That the Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., and RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, Roof Doctor of the Carolinas, Inc., Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc., breached said warranties by developing, constructing, supervising and/or failing to supervise, repairing and selling the subject condominiums and

buildings and manufacturing and selling building components in such manner as to be in violation of applicable building codes, not in conformance with accepted construction and industry standards.

76. As a direct and proximate result of the Defendants, breach of these warranties, the Plaintiffs have suffered actual, direct, incidental, consequential and special damages, including but not limited to the expenses associated with having to hire experts to investigate the causes of the defects set forth above and having to spend substantial sums of money in order to renovate, correct, repair and restore the condominiums and buildings to make them safe and habitable. Additionally, the Plaintiffs have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject condominiums and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the condominiums and buildings. Each year since completion new areas of damage have occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiffs to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

**FOR A THIRD CAUSE OF ACTION
(Unfair Trade Practices)
(AS TO ALL DEFENDANTS)**

77. Each and every allegation contained in Paragraphs 1 through 76 above are incorporated herein by express reference as though fully set forth.

78. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., **Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc.,** are "persons" within the meaning of South Carolina Code § 39-5-10(a).

79. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., and RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc.

d/b/a CMI, and Roof Doctor of the Carolinas, Inc., Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc., by their actions in developing, constructing, repairing, supervising and overseeing construction activities are engaged in commerce within the meaning of South Carolina Code §39-5-10(b).

80. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs,

Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc., by their action(s) described hereinabove, constitute unfair and deceptive practices within the meaning of South Carolina Code §39-5-20(a).

81. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc.'s, act(s) are capable of repetition and, upon information and belief and in accord with the allegations herein, have been repeated.

82. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction,

LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc.'s, **Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc.,** conduct affects the public interest of the people of South Carolina.

83. The Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, and Roof Doctor of the Carolinas, Inc., **Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield**

Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as Successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc., knew or should have reasonably known, that their conduct violated the Unfair Trade Practices Act.

84. As a direct, foreseeable and proximate result of the Defendants' unfair and deceptive practices, the Plaintiffs have suffered actual, direct, incidental, consequential and special damages, including but not limited to, the expenses associated with having to hire experts to investigate the causes of the defects set forth above and having to spend substantial sums of money in order to renovate, correct, repair and restore the condominiums and buildings to make them safe and habitable. Additionally, the Plaintiffs have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject condominiums and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the condominiums and buildings. Each year since completion new areas of damage occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiffs to expend great amounts of money to correct and

repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

**FOR A FOURTH CAUSE OF ACTION
(Strict Liability)
(AS TO, CMI AND JELD-WEN, INC., AS SUCCESSOR TO AND/OR MERGER WITH
CRAFTMASTER MANUFACTURING, INC., D/B/A CMI)**

85. The Plaintiffs re-alleges the allegations contained in Paragraphs 1 through 84 of this Complaint and incorporates the same herein as if repeated verbatim.

86. That the Defendants, CMI, and **Jeld-Wen, Inc., as successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI**, manufactured, sold and distributed the building products used in the construction of the buildings including but not limited to medium density fiberboard that were defective and unreasonably dangerous and were installed into and onto the Plaintiff's buildings.

87. That the Defendants, CMI, and **Jeld-Wen, Inc., as successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI**, is in the business of manufacturing, marketing and selling building products including but not limited to the medium density fiberboard and other like products.

88. That the building products including but not limited to the medium density fiberboard, manufactured, distributed and sold by the Defendants, CMI, and **Jeld-Wen, Inc., as successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI**, when installed into and onto the Plaintiffs' buildings were in substantially the same condition as when sold.

89. That CMI, and Jeld-Wen, Inc., as successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, are strictly liable to the Plaintiffs pursuant to §15-73-10 of the South Carolina Code Annotated (1976, as amended).

90. The Plaintiffs have suffered actual, direct, incidental, consequential and special damages, including but not limited to, the expenses associated with having to hire experts to investigate the causes of the defects set forth above and their having to spend substantial sums of money in order to renovate, correct, repair and restore their condominiums and buildings to make it safe and habitable. Additionally, Plaintiffs have been injured and otherwise damaged in that moisture has intruded and continues to intrude into their condominiums and buildings causing mold, deterioration, and other damages to the finish and structure elements of the Plaintiffs' condominiums and buildings. All of which has or will require the Plaintiffs to expend great amounts of money to correct and repair as well as to suffer the loss, use and enjoyment of their property as well as loss of value in depreciation by virtue of the defects and damages aforesaid.

**FOR A FIFTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)
(AS TO CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP,)**

91. Each and every allegation contained in Paragraphs 1 through 90 above are incorporated herein by express reference as though fully set forth.

92. The Defendant in their capacity as developer and seller of River Crossing owed fiduciary and fiduciary-like duties to the Plaintiff.

93. The Defendant was bound to act honestly and in good faith and with full disclosure with regards to all matters relating to the development and sale of the condominiums and buildings.

94. Given the existence of the Fiduciary and Fiduciary-like duties, the burden is on the Defendant to prove the appropriateness of their actions with and to the Association.

95. The Defendant attempted to circumvent their legal obligations and duties to the Plaintiffs and to benefit themselves at the Plaintiffs' expense by, among other things, inserting an anti-suit and warranty disclaimer and waiver provisions in River Crossing governing documents.

96. The Defendant breached their fiduciary duty owed to the Plaintiff by the following:

- a. In failing to act in good faith and with due regard to the interests of the Plaintiff;
- b. In failing to ensure that the buildings from which they profited complied with the applicable building code, industry standards, and state law;
- c. In failing to disclose that the buildings from which they profited were not constructed in compliance with the applicable building code, industry standards, and state law;
- d. In attempting to circumvent their legal duties through an anti-suit and warranty disclaimer and waiver provision;
- e. In failing to provide the monies necessary to repair the common areas and limited common areas;
- f. In failing to adequately perform its duties and responsibilities set forth in The Havens Covenants and Bylaws;
- g. In making decisions for the Plaintiff that benefited their interests at the expense of the Plaintiffs;

- h. In negligently performing their duties; and
- i. In such other acts which will be shown through the course of discovery and trial.

97. The Defendant, further breached their fiduciary duties to the Plaintiffs by failing to take steps to remedy the foregoing wrongs while controlling the Association.

98. Plaintiffs are informed and believes they are entitled to a judgment against the Defendant for actual, consequential, incidental and punitive damages and the costs of this action in an amount of to be determined by the trier of fact.

**FOR A SIXTH CAUSE OF ACTION
(DECLARATION ACTION/REFORMATION AS TO
(CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP)**

99. Each and every allegation contained in Paragraphs 1 through 98 above are incorporated herein by express reference as though fully set forth.

100. The anti-suit and warranty disclaimers and waiver provisions of the Master Deed for The River Crossing Horizontal Property Regime are in violation of public policy, laws of this State and/or provisions of the Constitution, and these Defendants fiduciary duties.

101. The Plaintiffs are entitled to a declaration by this Court that the anti-suit and warranty disclaimer and waiver provisions included within the Master Deed by this Defendant are in violation of the laws of this State and/or provisions in the Constitution and therefore void and/or require reformation to eliminate the subject provisions.

102. As provisions in the Master Deed are severable, the Plaintiffs are entitled to a declaration by this Court that the anti-suit and warranty disclaimer and waiver provisions are severable from the other terms of the Master Deed.

103. The Plaintiffs are also entitled to have ambiguous and contradictory provisions, as well as the anti-suit and warranty disclaimer and waiver provisions in the Master Deed and other governing documents construed against the Defendant and/or reformed by the Court to more accurately reflect the reasonable expectations of the Association and Homeowners.

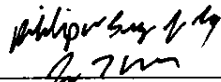
RELIEF REQUESTED

WHEREFORE, the Plaintiffs respectfully prays for a judgment against the Defendants, Centex Homes, A Nevada General Partnership, Centex Construction Company, Inc., Centex Construction, LLC, Centex-Rooney Construction, Co., Inc., Centex-Rodgers, Inc., Balfour Beatty Construction, LLC f/k/a Centex Construction, LLC, Right Way Construction, Inc., Right Way Group, Inc., RWG, Inc., RWGR, Inc., Stock Building Supply, LLC, f/k/a Stock Building Supply, Inc., Builders Firstsource-Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, Roof Doctor of the Carolinas, Inc., **Stock Building Supply, LLC, f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch d/b/a The Roofer Man, Certainteed Corporation Successor by Merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., A.M. Jacobs, Inc., Galvin**

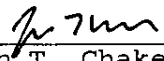
DePompe, Roberta DePompe, Morningstar Consultants, Inc., Jeld-Wen, Inc., as successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc., jointly and severally liable for the conduct complained of herein, enter a Judgment against the Defendants and in favor of the Plaintiffs for the relief as requested in this Complaint, and award the Plaintiffs their costs and attorneys fees, and for such other and further relief as may be deemed appropriate.

Plaintiffs further demands a jury trial with respect to all issues so triable.

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Dated: 2/10, 2015

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

The River Crossing Condominium
Association, and Vincent J. Tamburro, on
behalf of himself and others similarly
situated,

Plaintiff,

vs.

Centex Homes, a Nevada General
Partnership; Centex Construction
Company, Inc.; Centex Construction, LLC;
Centex-Rooney Construction, Co., Inc.;
Centex-Rodgers, Inc.; Balfour Beatty
Construction, LLC, f/k/a Centex
Construction, LLC; Right Way
Construction, Inc.; Right Way Group, Inc.;
RWG, Inc., RWGR, Inc.; Stock Building
Supply, LLC f/k/a Stock Building Supply,
Inc., Builders FirstSource – Southeast
Group, LLC, Martin Masonry, Inc., Gary
Hunnell d/b/a Grand Strand Roofing,
Craftmaster Manufacturing, Inc. d/b/a CMI,
and Roof Doctor of the Carolinas, Inc.,
Stock Building Supply, LLC f/k/a Carolina
Builders Corporation, Orfield Laboratories,
Inc., Trebor Industries, Inc., Steven Bosch,
d/b/a The Roofer Man, Certainteed
Corporation Successor by merger to
Exterior Systems, Inc., a/k/a Norandex,
Inc., Weather Protection Systems, Inc.,
Crawford Door Systems, Inc., Cox Millwork
& Supply, Inc., AM Jacobs, Inc., Galvin
Depompe, Roberta Depompe, Morningstar
Consultants, Inc., Jeld-Wen, Inc. as
successor to and/or merger with
Craftmaster Manufacturing, Inc., d/b/a CMI
and Sign Studio & Graphics, Inc.

Defendants.

Centex Homes, a Nevada General
Partnership,

IN THE COURT OF COMMON PLEAS

FIFTEENTH JUDICIAL DISTRICT

Case No.: 2015-CP-26-279

SUMMONS TO THIRD-PARTY
COMPLAINT

FILED
2015 FEB 27 PM 2:53
CLERK OF COURT
JUDICIAL DISTRICT
FIFTEENTH

Third-Party Plaintiffs,
vs.

Carolina Drywall and Interiors a/k/a
Carolina Drywall Contractors, Inc., Vance
Johnson Plumbing Co., Inc., Bogle
Electric, Inc., Pelen, Inc., Jayco, Inc.,
Sunland Fire Protection, Inc., Dunn
Plumbing Company, Inc., Essentials
Protective Coatings, Inc., RJM Plumbing,
Inc., Myrtle Beach Lighting, Inc. a/k/a R&L
Lighting, Inc., Tri-City Insulation and
Building Products of Myrtle Beach, Inc.,
Bond Group, Inc., Intracoastal Service
Company, Inc., Sandpiper Heating & Air
Conditioning, LLC, American Residential
Services, LLC d/b/a American Residential
Services of South Carolina, Inc., A.O.
Hardee & Son, Inc., Vereen Concrete Co.,
Inc., Michael Dawson d/b/a Michael
Dawson Construction, Inc., I.T.P., Inc.,
Carpets By Kendall, Inc., and Rice
Planters Carpets, Inc. n/k/a Creative
Touch Interiors, Inc., CEMS Engineering,
Inc., Chris R. Clark, AIA, Crescent
Architects, LLC, Bobby L. Curry, Bobby
Curry Engineers, Inc.,

Third-Party Defendants.

TO: THE THIRD-PARTY DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the third-party claims in Centex's Answer to Plaintiffs' Amended Complaint, Crossclaims and Third-Party Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer thereto on the below-signed at their office located at 200 Meeting Street, Suite 301, Charleston, South Carolina 29401, within thirty (30) days after the service hereof, exclusive of the day of such service. If you fail to answer the Third-Party

Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Third-Party Complaint.

PARKER POE ADAMS & BERNSTEIN LLP
200 Meeting Street, Suite 301
Charleston, SC 29401

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February 25, 2015

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

The River Crossing Condominium Association, and Vincent J. Tamburro, on behalf of himself and others similarly situated,

Plaintiffs,

vs.

Centex Homes, a Nevada General Partnership; Centex Construction Company, Inc.; Centex Construction, LLC; Centex-Rooney Construction, Co., Inc.; Centex-Rodgers, Inc.; Balfour Beatty Construction, LLC, f/k/a Centex Construction, LLC; Right Way Construction, Inc.; Right Way Group, Inc.; RWG, Inc., RWGR, Inc.; Stock Building Supply, LLC f/k/a Stock Building Supply, Inc., Builders FirstSource – Southeast Group, LLC, Martin Masonry, Inc., Gary Hunnell d/b/a Grand Strand Roofing, Craftmaster Manufacturing, Inc. d/b/a CMI, Roof Doctor of the Carolinas, Inc., Stock Building Supply, LLC f/k/a Carolina Builders Corporation, Orfield Laboratories, Inc., Trebor Industries, Inc., Steven Bosch, d/b/a The Roofer Man, Certaineed Corporation Successor by merger to Exterior Systems, Inc., a/k/a Norandex, Inc., Weather Protection Systems, Inc., Crawford Door Systems, Inc., Cox Millwork & Supply, Inc., AM Jacobs, Inc., Galvin Depompe, Roberta Depompe, Morningstar Consultants, Inc., Jeld-Wen, Inc. as successor to and/or merger with Craftmaster Manufacturing, Inc., d/b/a CMI, and Sign Studio & Graphics, Inc.

Defendants.

Centex Homes, a Nevada General Partnership,

IN THE COURT OF COMMON PLEAS

FIFTEENTH JUDICIAL DISTRICT

Case No.: 2015-CP-26-279

CENTEX HOMES, A NEVADA GENERAL PARTNERSHIP, CENTEX CONSTRUCTION COMPANY, INC., CENTEX CONSTRUCTION, LLC, CENTEX-ROONEY CONSTRUCTION, CO., INC., CENTEX-RODGERS, INC. AND BALFOUR BEATTY CONSTRUCTION, LLC F/K/A CENTEX CONSTRUCTION, LLC'S ANSWER TO PLAINTIFFS' AMENDED COMPLAINT, CROSSCLAIMS AND THIRD-PARTY COMPLAINT

FILED
CLERK OF COURT
2015 FEB 27 PM 2:54
HORRY COUNTY

Third-Party Plaintiffs,
vs.

Carolina Drywall and Interiors a/k/a
Carolina Drywall Contractors, Inc., Vance
Johnson Plumbing Co., Inc., Bogle
Electric, Inc., Pelen, Inc., Jayco, Inc.,
Sunland Fire Protection, Inc., Dunn
Plumbing Company, Inc., Essentials
Protective Coatings, Inc., RJM Plumbing,
Inc., Myrtle Beach Lighting, Inc. a/k/a R&L
Lighting, Inc., Tri-City Insulation and
Building Products of Myrtle Beach, Inc.,
Bond Group, Inc., Intracoastal Service
Company, Inc., Sandpiper Heating & Air
Conditioning, LLC, American Residential
Services, LLC d/b/a American Residential
Services of South Carolina, Inc., A.O.
Hardee & Son, Inc., Vereen Concrete Co.,
Inc., Michael Dawson d/b/a Michael
Dawson Construction, Inc., Floors, Inc.
successor by merger to Rice Planter
Carpets, Inc., I.T.P., Inc., Carpets By
Kendall, Inc., Rice Planter Carpets, Inc.
n/k/a Creative Touch Interiors, Inc., CEMS
Engineering, Inc., Chris R. Clark, AIA,
Crescent Architects, LLC, Bobby L. Curry,
Bobby Curry Engineers, Inc., and Right
Way Construction, Inc. a/k/a RWG, Inc.
a/k/a Right Way Group, Inc. a/k/a RWGR,
Inc.

Third-Party Defendants.

The Defendants Centex Homes, a Nevada General Partnership ("Centex Homes"),
Centex Construction Company, Inc.; Centex Construction, LLC; Centex-Rooney
Construction, Co., Inc.; Centex-Rogers, Inc.; Balfour Beatty Construction, LLC, f/k/a
Centex Construction, LLC (collectively, "Centex") answering the Amended Complaint of
Plaintiffs The Havens Condominium Association (the "Association") and Vincent J.
Tamburro (collectively "Plaintiffs") and by way of Crossclaims and Third-Party Claims,

alleges as follows:

1. Answering the allegations of Paragraph 1, Centex admits the allegations regarding the legal makeup of the Association but denies the remaining allegations.

2. Centex is without sufficient information to admit or deny the allegations of Paragraph 2 and therefore denies the same.

3. Answering the allegations of Paragraph 3, Centex admits that Centex Homes is a Nevada General Partnership and admits that it was the Developer of the project known as River Crossing (the "Project"), and further admits that it was in part responsible for the planning, development and construction of the Project. Centex otherwise denies all allegations of Paragraph 3 not admitted.

4. Answering the allegations of Paragraph 4, Centex craves reference to the pertinent legal documents on file and corporate materials for their exact terms and contents and denies each and every allegation inconsistent therewith. Centex admits that Centex Homes acted as the general contractor for the Project and contracted with and hired the subcontractors that performed work on the Project. Centex otherwise denies all allegations of this paragraph not admitted, and Centex specifically denies any and all joint venture and amalgamation allegations and legal conclusions regarding the jurisdiction of this Court.

5. Answering the allegations of Paragraph 5, Centex craves reference to the pertinent legal documents on file and corporate materials for their exact terms and contents and denies each and every allegation inconsistent therewith. Centex admits that Centex Homes acted as the general contractor for the Project and contracted with and hired the subcontractors that performed work on the Project. Centex otherwise

denies all allegations of this paragraph not admitted, and Centex specifically denies any and all joint venture and amalgamation allegations and legal conclusions regarding the jurisdiction of this Court.

6. Answering the allegations of Paragraph 6, Centex craves reference to the pertinent legal documents on file and corporate materials for their exact terms and contents and denies each and every allegation inconsistent therewith. Centex admits that Centex Homes acted as the general contractor for the Project and contracted with and hired the subcontractors that performed work on the Project. Centex otherwise denies all allegations of this paragraph not admitted, and Centex specifically denies any and all joint venture and amalgamation allegations and legal conclusions regarding the jurisdiction of this Court.

7. Answering the allegations of Paragraph 7, Centex craves reference to the pertinent legal documents on file and corporate materials for their exact terms and contents and denies each and every allegation inconsistent therewith. Centex admits that Centex Homes acted as the general contractor for the Project and contracted with and hired the subcontractors that performed work on the Project. Centex otherwise denies all allegations of this paragraph not admitted, and Centex specifically denies any and all joint venture and amalgamation allegations and legal conclusions regarding the jurisdiction of this Court.

8. Answering the allegations of Paragraph 8, Centex craves reference to the pertinent legal documents on file and corporate materials for their exact terms and contents and denies each and every allegation inconsistent therewith. Centex admits that Centex Homes acted as the general contractor for the Project and contracted with

and hired the subcontractors that performed work on the Project. Centex otherwise denies all allegations of this paragraph not admitted, and Centex specifically denies any and all joint venture and amalgamation allegations and legal conclusions regarding the jurisdiction of this Court.

9. Centex generally admits the allegations of Paragraphs 9 through 32, but craves reference to the contracts, as amended, and applicable case law and statutes and regulations regarding the obligations of those Defendants.

10. The allegations of Paragraphs 33 and 34 state legal conclusions which require no response from Centex. To the extent a response is required, Centex denies the allegations of Paragraphs 33 and 34.

11. Centex is without sufficient information to admit or deny the allegations of Paragraph 35 and therefore denies the same.

12. The allegations of Paragraphs 36 through 49 state legal conclusions which require no response from Centex. To the extent a response is required, Centex denies the allegations of Paragraphs 36 through 49.

AS TO THE FACTUAL ALLEGATIONS

13. Centex denies the allegations of Paragraphs 50 through 53 including all subparts.

AS TO THE FIRST CAUSE OF ACTION

14. Answering the allegations of Paragraph 54, Centex realleges its responses to the above paragraphs as if repeated herein verbatim.

15. Centex denies the allegations of Paragraphs 55 through 57 including all subparts.

16. The allegations of Paragraphs 58 through 71 of the First Cause of Action relate to defendants other than the Centex and therefore require no responsive pleading from Centex. To the extent, however, that any of those allegations allege any breaches, errors, omissions, negligence, recklessness or wrongful acts on behalf of Centex, they are denied.

17. Centex denies the allegations of Paragraph 72.

AS TO THE SECOND CAUSE OF ACTION

18. Answering the allegations of Paragraph 73, Centex realleges its responses to the above paragraphs as if repeated herein verbatim.

19. Centex denies the allegations of Paragraphs 74 through 76.

AS TO THE THIRD CAUSE OF ACTION

20. Answering the allegations of Paragraph 77, Centex realleges its responses to the above paragraphs as if repeated herein verbatim.

21. Centex denies the allegations of Paragraphs 78 through 84.

AS TO THE FOURTH CAUSE OF ACTION

22. Answering the allegations of Paragraph 85, Centex realleges its responses to the above paragraphs as if repeated herein verbatim.

23. The allegations of Paragraphs 86 through 90 of the Fourth Cause of Action relate to defendants other than Centex and therefore require no responsive pleading from Centex. To the extent, however, that any of those allegations allege any breaches, errors, omissions, negligence, recklessness or wrongful acts on behalf of Centex, they are denied.

AS TO THE FIFTH CAUSE OF ACTION

24. Answering the allegations of Paragraph 91, Centex realleges its responses to the above paragraphs as if repeated herein verbatim.

25. Centex denies the allegations of Paragraphs 92 through 98 including all subparts and demands strict proof thereof.

AS TO THE SIXTH CAUSE OF ACTION

26. Answering the allegations of Paragraph 99, Centex realleges its responses to the above paragraphs as if repeated herein verbatim.

27. Centex denies the allegations of Paragraphs 100 through 103, and craves reference to the cited documents for their exact terms and contents and denies each and every allegation inconsistent therewith.

28. Centex denies each and every allegation of the Plaintiffs' Amended Complaint not specifically admitted above.

29. Centex denies the allegations of the "Wherefore" clause and the relief and remedies sought therein.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

30. Plaintiffs lack standing to make the claims asserted against Centex in this action.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

31. That all claims asserted against Centex are barred by the applicable statute of limitations and/or the applicable statute of repose.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

32. Plaintiffs' claims, if any, are barred, or should be reduced, by Plaintiffs' own comparative negligence and recklessness by Plaintiffs' failure to properly maintain the property and to mitigate their damages.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

33. Plaintiffs' claims, if any, are the result of acts and omissions of other entities over whom Centex has no control, barring Plaintiffs' claims against Centex.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

34. That all claims are barred by the doctrine of Laches, Waiver and Estoppel.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

35. That the final completion and acceptance of the work undertaken by Centex pursuant to the original contract and all modifications thereto constitutes a complete defense to all claims asserted by Plaintiffs.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

36. Plaintiffs' claims are, upon information and belief, barred as it has failed to make a claim against Centex within any applicable warranty period.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

37. That all claims asserted by Plaintiffs are barred by the doctrine of unclean hands.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

38. That Plaintiffs failed to give Centex reasonable notice of the existence of any alleged defects due to faulty workmanship and/or materials and failed to provide Centex a reasonable opportunity to correct any such alleged defects.

39. That Plaintiffs' failure to give Centex notice of and an opportunity to correct any alleged defects due to faulty workmanship and/or materials constitutes a complete defense to all claims of breach of warranty.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

40. Upon information and belief, any express or implied warranties were limited in duration from the date of completion and acceptance of the project.

41. That the failure of Plaintiffs within the warranty period from the date of the completion and acceptance of the project by the Plaintiffs, to give notice of or make any claim for alleged deficiencies in the workmanship and/or materials provided by Centex constitutes a complete defense to all claims asserted by Plaintiffs.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

42. Plaintiffs' Amended Complaint is barred by payment and/or release.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

43. Plaintiffs have waived and/or are estopped from asserting the claims set forth in the Amended Complaint.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

44. If Plaintiffs sustained injuries and damages in the manner alleged in the Amended Complaint, which injuries and damages are specifically denied by Centex,

then the alleged injuries and damages were sustained not as the result of any fault, neglect, breach of warranty (express or implied) or want of due care on the part of Centex nor of anyone for whose conduct Centex is anyway responsible, but solely through the fault, neglect, breach of warranty (express or implied) and want of due care on the part of Plaintiffs, all of which will be shown at the trial of this case, and for which Plaintiffs can have no recovery against Centex or, in the alternative, for which Plaintiffs' recovery should be appropriately reduced. Plaintiffs' comparative negligence includes, but is not limited to failing to exercise reasonable care in maintaining the structure.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

45. Plaintiffs' claims are barred as the court lacks jurisdiction over the subject matter of the case.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

46. Plaintiffs' claims fail to state facts sufficient to constitute causes of action against Centex.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

47. Centex has contractually limited its warranty and non-warranty obligations and exposure to Plaintiffs, excluding liability for many claims Plaintiffs are making, barring Plaintiffs' claims and/or Plaintiffs' claimed damages, including Plaintiffs' claim for consequential damages, in whole or in part, against Centex.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

48. Plaintiffs' claims are barred, or should be stayed, pending arbitration as there exists a valid arbitration provision in the contract between the Plaintiffs and Centex.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

49. Venue in this action is improper.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

50. Plaintiffs' claims should be dismissed as Plaintiffs failed to effect proper service of process on Centex.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

51. Plaintiffs' claims should be dismissed as there is a lack of appropriate personal jurisdiction against Centex in this action.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

52. Plaintiffs' claims are barred or would be reduced as Centex provided a limited warranty to Plaintiffs which was in lieu of all other warranties or obligations, express or implied, including the warranty of habitability, warranty of suitability for residential purposes, any warranties of marketability or fitness for particular purposes. Plaintiffs' claims and remedies are limited to claims and remedies under the limited warranty that was provided and any other claims are barred.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

53. Plaintiffs' claims are barred or should be dismissed by virtue of the doctrine of spoliation of evidence, to the extent Plaintiffs spoiled evidence and repaired alleged deficiencies without notice to Centex and without giving Centex an opportunity to observe the alleged deficiencies.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

54. Plaintiffs' claims are barred and/or should be stayed or dismissed by virtue of Plaintiffs' failure to comply with the South Carolina Notice and Opportunity to Cure Non-Residential Construction Defects Act, South Carolina Code § 40-11-510, et. seq.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

55. Plaintiffs' claims are barred by the economic loss rule.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

56. Plaintiffs' claims should be dismissed or stayed by virtue of Plaintiff's failure to abide by and comply with express conditions precedent to initiation of arbitration and/or litigation; applicable conditions precedent include but are not limited to mandatory pre-suit mediation/settlement/negotiation requirements and approval for the claim by 75% of the vote of the Association and/or other requirements of Plaintiff's governing provisions.

FURTHER ANSWERING AND AS AN ADDITIONAL
AND AFFIRMATIVE DEFENSE

57. Plaintiffs' claims are barred or should be stayed as Plaintiffs' actions are contrary to law and Plaintiffs' governing documents and otherwise constitute Ultra Vires and unlawful acts of the Association.

FURTHER ANSWERING AND BY WAY OF CROSSCLAIMS AND THIRD-PARTY
CLAIMS AGAINST THE ABOVE-NAMED CO-DEFENDANTS AND THIRD-PARTY
DEFENDANTS, CENTEX HOMES ALLEGES AS FOLLOWS:

SUBCONTRACTOR DEFENDANTS

58. Centex realleges the Paragraphs above as if repeated herein verbatim.

59. Plaintiffs have sued Centex claiming damages caused by alleged deficient construction services provided by Subcontractor Defendants on the Project. See Plaintiff's Amended Complaint attached as Exhibit "A".

60. Centex contracted with the following persons and entities (herein collectively referred to as "Subcontractor Defendants") to perform work and provide materials as subcontractors and materialmen for the Project. Those persons and entities are as follows:

- (a) framing, to include but not limited to installation of the water management system and installation of doors and windows, together with all associated waterproofings and flashings
 - Martin Masonry, Inc.;
 - Stock Building Supply, LLC f/k/a Carolina Builders Corporation;
 - Right Way Construction, Inc.
 - Right Way Group, Inc.
 - RWG, Inc.
 - RWGR, Inc.
 - Right Way Construction, Inc. a/k/a RWG, Inc. a/k/a Right Way Group, Inc. a/k/a RWGR, Inc.¹
 - Orfield Laboratories, Inc.;

¹ Upon information and belief, Right Way Construction, Inc., RWG, Inc., Right Way Group, Inc. and RWGR, Inc. are successors in interest, subsidiaries, instrumentalities and/or alter egos of each other, blurred as to any legal distinction between one another and are, in effect, one and the same and their interests are amalgamated such that the actions, obligations, and liabilities of one apply to the others.

- Carolina Drywall & Interiors a/k/a Carolina Drywall Contractors, Inc.;
- (b) roofing, together with all associated and related waterproofings and flashings and inspections
- Trebor Industries, Inc.;
 - Gary Hunnell d/b/a Grand Strand Roofing & Siding;
 - Roof Doctor of the Carolinas, Inc.;
 - Steven Bosch d/b/a The Roofer Man;
- (c) truss manufacturer, designer, supplier and/or installer
- Builders FirstSource – Southeast Group, LLC;
 - Stock Building Supply, LLC f/k/a Carolina Builders Corporation
 - Vance Johnson Plumbing Co., Inc.;
 - A.M. Jacobs, Inc.;
- (d) installer of windows, doors, and window/door flashing and sealants
- Weather Protection Systems, Inc.;
 - Stock Building Supply, LLC f/k/a Carolina Builders Corporation;
 - Crawford Door Systems, Inc.;
 - Carolina Drywall & Interiors a/k/a Carolina Drywall Contractors, Inc.;
 - Certainteed Corporation, successor by merger to Exterior System, Inc. a/k/a Norandex, Inc.;
 - Cox Millwork & Supply, Inc.;
 - A.M. Jacobs, Inc.;
 - Builders FirstSource – Southeast Group, LLC;
- (e) brick, block and stone veneer and masonry installer, together with all associated and related waterproofings and flashings
- Martin Masonry, Inc.;

- Orfield Laboratories, Inc.;
- (f) siding installer, together with all associated and related waterproofings and flashings
- Right Way Construction, Inc.
 - Right Way Group, Inc.
 - RWG, Inc.
 - RWGR, Inc.
 - Right Way Construction, Inc. a/k/a RWG, Inc. a/k/a Right Way Group, Inc. a/k/a RWGR, Inc.;
 - Galvin DePompe;
 - Roberta DePompe;
 - Orfield Laboratories, Inc.;
 - Stock Building Supply, LLC f/k/a Carolina Builders Corporation;
- (g) trim, soffits, and vinyl railings, together with all associated and related waterproofings and flashings
- Right Way Construction, Inc.
 - Right Way Group, Inc.
 - RWG, Inc.
 - RWGR, Inc.
 - Right Way Construction, Inc. a/k/a RWG, Inc. a/k/a Right Way Group, Inc. a/k/a RWGR, Inc.;
 - Galvin DePompe;
 - Roberta DePompe;
 - Sign Studio & Graphics, Inc.;
 - A.M. Jacobs, Inc.;
 - Builders FirstSource – Southeast Group, LLC;

- (h) drywall and fireproofing installer, together with all associated and related waterproofings and flashings
 - Carolina Drywall & Interiors a/k/a Carolina Drywall Contractors, Inc.;
- (i) plumbing to include all associated waterproofings, flashings, fireproofings and freeze protection
 - Vance Johnson Plumbing Co., Inc.;
 - Orfield Laboratories, Inc.;
 - Carolina Drywall & Interiors a/k/a Carolina Drywall Contractors, Inc.;
 - Bogle Electric, Inc.;
 - Pelen, Inc.;
 - Jayco, Inc.;
 - Trebor Industries, Inc.;
 - Sunland Fire Protection, Inc.;
 - Dunn Plumbing Company, Inc.;
 - Stock Building Supply, LLC f/k/a Carolina Builders Corporation;
 - Essentials Protective Coatings, Inc.;
 - RJM Plumbing, Inc.;
 - Myrtle Beach Lighting, Inc.;
 - Myrtle Beach Lighting, Inc. n/k/a R&L Lighting, Inc.;
- (j) insulation and related components
 - Tri-City Insulation and Building Products of Myrtle Beach, Inc.;
- (k) gutter system, together with all related components
 - Tri-City Insulation and Building Products of Myrtle Beach, Inc.;
- (l) deck waterproofing, together with the membrane systems and related components

- Carolina Drywall & Interiors a/k/a Carolina Drywall Contractors, Inc.;
- (m) fire sprinkler systems, together with the related components
- Sunland Fire Protection, Inc.;
 - Bond Group, Inc.;
 - Tri-City Insulation and Building Products of Myrtle Beach, Inc.;
- (n) independent third-party inspections of buildings during construction
- Morningstar Consultants Inc.;
 - Carolina Drywall & Interiors a/k/a Carolina Drywall Contractors, Inc.;
- (o) screen enclosures, together with all related components
- Weather Protection Systems, Inc.
- (p) HVAC system, together with all related components
- Intracoastal Service Company, Inc.;
 - Sandpiper Heating & Air Conditioning, LLC;
 - Vance Johnson Plumbing Co., Inc.;
 - American Residential Services, LLC;
 - American Residential Services, Inc.;
 - Orfield Laboratories, Inc.;
- (q) foundation/slab/grading/flatwork, together with all related components
- Jayco, Inc.;
 - A.M. Jacobs, Inc.;
 - A.O. Hardee & Son, Inc.;
 - Vereen Concrete Co., Inc. a/k/a Vereen Concrete Construction;
 - Michael Dawson d/b/a Michael Dawson Construction, Inc.;
 - Vance Johnson Plumbing Co., Inc.;

- Morningstar Consultants, Inc.
 - I.T.P., Inc.;
- (r) exterior carpets together with all related components
- Carpets By Kendall, Inc.;
 - Rice Planter Carpets, Inc. n/k/a Creative Touch Interiors, Inc.;
 - Floors, Inc. successor by merger to Rice Planter Carpets, Inc.;
 - Carolina Drywall & Interiors a/k/a Carolina Drywall Contractors, Inc.;
- (s) exterior painting
- Carolina Drywall & Interiors a/k/a Carolina Drywall Contractors, Inc.

FURTHER ANSWERING AND AS A FIRST CROSSCLAIM AND/OR THIRD-PARTY
CLAIM AGAINST SUBCONTRACTOR DEFENDANTS, CENTEX ALLEGES AS
FOLLOWS:
(Indemnity)

61. Centex realleges the Paragraphs above as if repeated herein verbatim.

62. Plaintiffs have sued Centex claiming damages caused by alleged deficient construction services provided by Subcontractor Defendants on the Project.

63. Centex has denied all of the substantive allegations against it that were made by Plaintiffs.

64. A special relationship existed between Centex and Subcontractor Defendants.

65. To the extent, if any, that Centex is held liable to Plaintiffs in this action, such liability would be because the wrongful acts, omissions, negligence, breaches and/or representations of Subcontractor Defendants were imputed to Centex.

66. A right of indemnity exists in favor of Centex as the relation between Centex and Subcontractor Defendants is such that in law or equity there is an obligation

for Subcontractor Defendants to indemnify Centex, as Centex is required to defend itself in this action and exposed to liability due to the wrongful acts, omissions, negligence, breaches and/or representations of Subcontractor Defendants.

67. To the extent, if any, that Centex is held liable to Plaintiffs in this action, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence, breaches and/or representations of Subcontractor Defendants, which has damaged Centex as Centex has been subjected to liability, and has incurred consequential damages in having to expend attorney's fees and costs in defending this action.

68. To the extent, if any, that the construction was defective or deficient in workmanship, installation, materials, and/or were not merchantable or fit for their particular purposes, such defects and deficiencies would be the result of the breach of the express and implied contractual obligations and warranties that Subcontractor Defendants provided, damaging Centex as Centex has been subjected to liability, and has incurred consequential damages in having to expend attorney's fees and costs in defending this action.

69. Centex is entitled to full indemnification from Subcontractor Defendants for any liability Centex is found to have to Plaintiffs in this action, and Centex would be entitled to damages for Subcontractor Defendants' negligence as aforescribed and for Subcontractor Defendants' breach of its implied and express warranties, entitling Centex to recover from Subcontractor Defendants its attorney's fees, costs and other expenses incurred in investigating and defending this action, and entitling Centex to

recover from Subcontractor Defendants any sums for which it may be held liable to Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims.

70. The Project has allegedly sustained actual property damage caused by continuous exposure to the improper and negligent construction and faulty work of the Subcontractor Defendants resulting in property damage which is not the work product of each of these Subcontractor Defendants. In addition, the alleged faulty construction, breaches, errors, omissions and wrongful acts of the Subcontractor Defendants were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

AS A SECOND CROSSCLAIM AND/OR THIRD-PARTY CLAIM AGAINST
SUBCONTRACTOR DEFENDANTS
(Negligence)

71. Centex realleges the Paragraphs above as if repeated herein verbatim.

72. The Subcontractor Defendants were negligent, careless and reckless in the construction, supervision, inspection and/or supplying of the work or materials outlined above and incorporated into the Project.

73. As a direct and proximate result of such negligence, carelessness and recklessness, Centex has been damaged in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, plus the cost of investigating and defending this claim.

74. Upon information and belief, Centex is entitled to judgment for actual damages collectively or individually against the Subcontractor Defendants in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of

Plaintiffs' claims, as well as fees and costs incurred in the investigation, defense and settlement of this claim.

75. The Project has allegedly sustained actual property damage caused by continuous exposure to the improper and negligent construction and faulty work of the Subcontractor Defendants resulting in property damage which is not the work product of each of these Subcontractor Defendants. In addition, the alleged faulty construction, breaches, errors, omissions and wrongful acts of the Subcontractor Defendants were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

76. Further, Centex has been exposed to special damages recoverable at law in that its professional reputation has been harmed, and it has incurred and continues to incur costs reasonably necessary to defend its interests including fees and costs which are associated with its investigation of this matter which are the legal consequences of the Subcontractor Defendants' negligence and for which the Subcontractor Defendants are also liable to Centex.

AS A THIRD CROSSCLAIM AND/OR THIRD-PARTY CLAIM AGAINST
SUBCONTRACTOR DEFENDANTS:
(Breach of Warranty)

77. Centex realleges the Paragraphs above as if repeated herein verbatim.

78. The Subcontractor Defendants expressly or impliedly warranted to Centex that all work performed by them would be performed in a careful, diligent and workmanlike manner, and that any materials and/or services designed, supplied or sold by them for use on the project would be merchantable and fit for their intended or specific purpose. Subcontractor Defendants breached their implied and/or express

warranties of merchantability, workmanlike service, and/or fitness for a particular or intended purpose in the construction of the project.

79. As a result of these breaches of warranties, Centex has incurred damage in the amount of any money it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, plus the cost of investigating and defending this claim.

80. Upon information and belief, Centex is entitled to judgment against the Subcontractor Defendants in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense and settlement of this claim.

81. The Project has allegedly sustained actual property damage caused by continuous exposure to the improper and negligent construction and faulty work of the Subcontractor Defendants resulting in property damage which is not the work product of each of these Subcontractor Defendants. In addition, the alleged faulty construction, breaches, errors, omissions and wrongful acts of the Subcontractor Defendants were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

82. Further, Centex has been exposed to special damages recoverable at law in that its professional reputation has been harmed, and it has incurred and continues to incur costs reasonably necessary to defend its interests including fees and costs which are associated with its investigation of this matter which are the legal consequences of the Subcontractor Defendants' breach of warranty and for which the Subcontractor Defendants are also liable to Centex.

AS A FOURTH CROSSCLAIM AND/OR THIRD-PARTY CLAIM AGAINST
SUBCONTRACTOR DEFENDANTS

(Breach of Contract)

83. Centex realleges the Paragraphs above as if repeated herein verbatim.

84. Centex entered into a contract(s) with the Subcontractor Defendants. Subcontractor Defendants were to provide work and materials to the Project in question as described above.

85. The terms of the contract required Subcontractor Defendants to provide construction goods and services for the Project that, among other things, would produce a quality building free from defects and otherwise in conformance with all contract documents, including all building codes and industry standards. The contract further required Subcontractor Defendants to supervise and direct its work, using the best skill and attention.

86. Subcontractor Defendants breached their contract by failing to provide appropriate construction goods and services to the Project, by failing to perform its work in a careful, diligent and workmanlike manner, by failing to provide goods and services that resulted in a quality building free from defects and otherwise in conformance with all contract documents, and failing to provide goods and services that were in conformity with all appropriate building codes and industry standards.

87. As a result of these breaches of contract, Centex has incurred damage in the amount of any money it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, plus the costs of investigating and defending this claim.

88. Upon information and belief, Centex is entitled to judgment against Subcontractor Defendants in the amount of any monies it is adjudged to owe Plaintiffs,

or which it paid Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense and settlement of this claim.

89. The Project has allegedly sustained actual property damage caused by continuous exposure to the improper and negligent construction and faulty work of the Subcontractor Defendants resulting in property damage which is not the work product of each of these Subcontractor Defendants. In addition, the alleged faulty construction, breaches, errors, omissions and wrongful acts of the Subcontractor Defendants were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

90. Further, Centex has been exposed to special damages recoverable at law in that its professional reputation has been harmed, and it has incurred and continues to incur costs reasonably necessary to defend its interests including fees and costs which are associated with its investigation of this matter which are the legal consequences of the Subcontractor Defendants' breach of contract and for which the Subcontractor Defendants are also liable to Centex.

**FURTHER ANSWERING AND BY WAY OF THIRD-PARTY CLAIMS AGAINST
DESIGN AND ENGINEERING DEFENDANTS,
CENTEX ALLEGES AS FOLLOWS:**

91. Centex realleges the Paragraphs above as if repeated herein verbatim.

92. Centex entered into contracts with Bobby Curry Engineering, Inc., Bobby L. Curry, CEMS Engineering, Inc., Chris R. Clark, AIA, and Crescent Architects, LLC, (collectively, "Design and Engineering Defendants") for design and engineering services at the Project. The Design and Engineering Defendants were responsible for the land planning, schematic design, preliminary design phase services, preparation of all design

and construction documents, review of shop drawings and construction/contract administration. Design and Engineering Defendants, in turn, upon information and belief, subcontracted with other design professionals, and Centex was and is a third-party beneficiary of those contracts.

**FURTHER ANSWERING AND AS A FIRST THIRD-PARTY CLAIM AGAINST THE
DESIGN AND ENGINEERING DEFENDANTS, CENTEX ALLEGES AS FOLLOWS:**
(Indemnity)

93. Centex realleges the Paragraphs above as if repeated herein verbatim.

94. Plaintiffs have sued Centex claiming damages caused by alleged deficient design, engineering and construction services provided by Design and Engineering Defendants on the Project. A copy of Plaintiffs' Complaint is on file with this Court.

95. Centex has denied all of the substantive allegations against it that were made by Plaintiffs.

96. Design and Engineering Defendants provided the design and engineering for the Project that is alleged to have caused Plaintiffs' damages.

97. Design and Engineering Defendants owed Centex a duty to perform and provide their architectural and engineering services in accordance with their contract and applicable rules, regulations and ethical requirements that relate to architects and engineers practicing in South Carolina, and with the appropriate standard of professional care and generally accepted architectural and engineering standards. Design and Engineering Defendants breached their duty in designing, drawing and submitting plans for the Project that resulted in the defects and damages described herein and in the Plaintiff's Amended Complaint and in failing to properly perform their

required contract administration responsibilities for the Project that resulted in the defects and damages described herein.

98. A special relationship existed between Centex and Design and Engineering Defendants.

99. To the extent, if any, that Centex is held liable to Plaintiffs in this action, such liability would be because the wrongful acts, omissions, negligence, breaches and/or representations of Design and Engineering Defendants were imputed to Centex.

100. A right of indemnity exists in favor of Centex as the relation between Centex and Design and Engineering Defendants is such that in law or equity there is an obligation for Design and Engineering Defendants to indemnify Centex, as Centex is required to defend itself in this action and exposed to liability due to the wrongful acts, omissions, negligence and/or representations of Design and Engineering Defendants.

101. To the extent, if any, that Centex is held liable to Plaintiffs in this action, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence and/or representations of Design and Engineering Defendants, which has damaged Centex as Centex has been subjected to liability, and has incurred consequential damages in having to expend attorney's fees and costs in defending this action.

102. To the extent, if any, that the services and design supplied by Design and Engineering Defendants were defective or deficient in design, engineering, materials, installation, installation instructions, and/or were not merchantable or fit for their particular purposes, such defects and deficiencies would be the result of the breach of the express and implied contractual obligations and warranties that Design and

Engineering Defendants provided, damaging Centex as Centex has been subjected to liability, and has incurred consequential damages in having to expend attorney's fees and costs in defending this action.

103. Centex is entitled to full indemnification from Design and Engineering Defendants for any liability Centex is found to have to Plaintiffs in this action, and Centex would be entitled to damages for Design and Engineering Defendants's negligence as aforescribed and for Design and Engineering Defendants' breach of their implied and express warranties, entitling Centex to recover from Design and Engineering Defendants its attorney's fees, costs and other expenses incurred in investigating and defending this action, and entitling Centex to recover from Design and Engineering Defendants any sums for which it may be held liable to Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims.

104. The Project has allegedly sustained actual property damage caused by continuous exposure to the improper and negligent design/engineering and faulty work of the Design and Engineering Defendants resulting in property damage which is not the work product of each of these Design and Engineering Defendants. In addition, the faulty design/engineering, breaches, errors, omissions and wrongful acts of the Design and Engineering Defendants were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

AS A SECOND THIRD-PARTY CLAIM AGAINST DESIGN AND ENGINEERING
DEFENDANTS
(Negligence)

105. Centex realleges the Paragraphs above as if repeated herein verbatim.

106. The Design and Engineering Defendants were negligent, careless and reckless in the design, engineering, supervision, construction, inspection or supplying of the work, services and/or materials outlined above and incorporated into the project.

107. To the extent that an affidavit is required pursuant to S.C. Code § 15-36-100, which Centex does not admit or concede, Centex states that there is a good faith basis to believe that the applicable limitations/repose period may expire on a claim stated in this pleading within ten days of the date of filing and, because of the time constraints, an affidavit of an expert could not be prepared.

108. Design and Engineering Defendants owed Centex a duty to perform and provide their architectural and engineering services in accordance with their contract and applicable rules, regulations and ethical requirements that relate to architects and engineers practicing in South Carolina, and with the appropriate standard of professional care and generally accepted architectural and engineering standards. Design and Engineering Defendants breached their duty in designing, drawing and submitting plans for the Project that resulted in the defects and damages described herein and in Plaintiffs' Complaint and in failing to properly perform their required contract administration responsibilities for the Project that resulted in the defects and damages described herein.

109. As a direct and proximate result of such negligence, carelessness and recklessness, Centex has been damaged in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, plus the cost of investigating and defending this claim.

110. Upon information and belief, Centex is entitled to judgment for actual damages collectively or individually against the Design and Engineering Defendants in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, as well as fees and costs incurred in the investigation, defense and settlement of this claim.

111. The Project has allegedly sustained actual property damage caused by continuous exposure to the improper and negligent design/engineering and faulty work of the Design and Engineering Defendants resulting in property damage which is not the work product of each of these Design and Engineering Defendants. In addition, the faulty design/engineering, breaches, errors, omissions and wrongful acts of the Design and Engineering Defendants were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

112. Further, Centex has been exposed to special damages recoverable at law in that its professional reputation has been harmed, and it has incurred and continues to incur costs reasonably necessary to defend its interests including fees and costs which are associated with its investigation of this matter which are the legal consequences of the Design and Engineering Defendants' negligence and for which the Design and Engineering Defendants are also liable to Centex.

**AS A THIRD THIRD-PARTY CLAIM AGAINST DESIGN AND ENGINEERING
DEFENDANTS:**
(Breach of Warranty)

113. Centex realleges the Paragraphs above as if repeated herein verbatim.

114. The Design and Engineering Defendants expressly or impliedly warranted to Centex that all work performed by them would be performed in a careful, diligent and workmanlike manner, and that any materials and/or services designed, provided, supplied or sold by them for use on the project would be merchantable and fit for their intended or specific purpose. Design and Engineering Defendants breached their implied and/or express warranties of merchantability, workmanlike service, and/or fitness for a particular or intended purpose in the construction of the Project.

115. Design and Engineering Defendants owed Centex an implied duty of workmanlike service to undertake their architectural and engineering tasks with appropriate skill and expertise, and in accordance with its contract and applicable rules, regulations and ethical requirements that relate to architects and engineers practicing in South Carolina, and with the appropriate standard of professional care and generally accepted architectural and engineering standards.

116. Design and Engineering Defendants also had an implied warranty obligation to provide architectural and engineering services and designs which were reasonably fit for their intended use, which was not done by Design and Engineering Defendants for the reasons set forth herein.

117. As a result of these breaches of warranties, Centex has incurred damage in the amount of any money it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, plus the cost of investigating and defending this claim.

118. Upon information and belief, Centex is entitled to judgment against the Design and Engineering Defendants in the amount of any monies it is adjudged to owe

Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense and settlement of this claim.

119. The Project has allegedly sustained actual property damage caused by continuous exposure to the improper and negligent design/engineering and faulty work of the Design and Engineering Defendants resulting in property damage which is not the work product of each of these Design and Engineering Defendants. In addition, the faulty design/engineering, breaches, errors, omissions and wrongful acts of the Design and Engineering Defendants were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

120. Further, Centex has been exposed to special damages recoverable at law in that its professional reputation has been harmed, and it has incurred and continues to incur costs reasonably necessary to defend its interests including fees and costs which are associated with its investigation of this matter which are the legal consequences of the Design and Engineering Defendants' breach of warranty and for which the Design and Engineering Defendants are also liable to Centex.

**AS A FOURTH THIRD-PARTY CLAIM AGAINST DESIGN AND ENGINEERING
DEFENDANTS:
(Breach of Contract)**

121. Centex realleges the Paragraphs above as if repeated herein verbatim.

122. Centex contracted with the Design and Engineering Defendants and/or Centex was a third-party beneficiary of the contracts entered into among Design and Engineering Defendants. Design and Engineering Defendants were to provide work and materials to the Project in question as described above.

123. The terms of the contracts required Design and Engineering Defendants to provide design, engineering and construction goods and services for the Project that, among other things, would produce a quality Project free from defects and otherwise in conformance with all contract documents, including all building codes and industry standards. The contracts further required Design and Engineering Defendants to supervise and direct their work using their best skill and attention.

124. Design and Engineering Defendants breached their contracts by failing to provide appropriate design, engineering and construction goods and services to the Project, by failing to perform their work in a careful, diligent and workmanlike manner, by failing to provide goods and services that resulted in a quality building free from defects and otherwise in conformance with all contract documents, and failing to provide goods and services that were in conformity with all appropriate building codes and industry standards.

125. As a result of these breaches of contract, Centex has incurred damage in the amount of any money it is adjudged to owe Plaintiffs, or which it paid Plaintiffs in settlement of Plaintiffs' claims, plus the costs of investigating and defending this claim.

126. Upon information and belief, Centex is entitled to judgment against Design and Engineering Defendants in the amount of any monies it is adjudged to owe Plaintiffs, or which it paid Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense and settlement of this claim.

127. The Project has allegedly sustained actual property damage caused by continuous exposure to the improper and negligent construction and faulty work of the Design and Engineering Defendants resulting in property damage which is not the work

product of each of these Design and Engineering Defendants. In addition, the alleged faulty construction, breaches, errors, omissions and wrongful acts of the Design and Engineering Defendants were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

128. Further, Centex has been exposed to special damages recoverable at law in that its professional reputation has been harmed, and it has incurred and continues to incur costs reasonably necessary to defend its interests including fees and costs which are associated with its investigation of this matter which are the legal consequences of the Design and Engineering Defendants' breach of contract and for which the Design and Engineering Defendants are also liable to Centex.

**AS A FIFTH THIRD-PARTY CLAIM AGAINST DESIGN AND ENGINEERING
DEFENDANTS:**

(Non-Delegable Duty/Vicarious Liability)

129. Centex realleges the Paragraphs above as if repeated herein verbatim.

130. Design and Engineering Defendants had a non-delegable duty to provide their services in accordance with applicable rules, regulations and ethical requirements that relate to architects and engineers practicing in South Carolina, and in accordance with appropriate and generally accepted architectural and engineering standards.

131. Design and Engineering Defendants breached their non-delegable duty for the reasons stated herein, directly and proximately causing Plaintiffs damage as described herein.

132. Design and Engineering Defendants are further vicariously liable for any and all errors, omissions, breaches and wrongful acts of any of its consultants and agents, which directly and proximately caused Plaintiffs' damage as described herein.

FURTHER ANSWERING AND BY WAY OF CROSSCLAIMS AGAINST
CRAFTMASTER MANUFACTURING, INC. D/B/A CMI AND JELD-WEN, INC. AS
SUCCESSOR TO AND/OR MERGER WITH CRAFTMASTER MANUFACTURING,
INC. D/B/A CMI,
CENTEX HOMES ALLEGES AS FOLLOWS:

AS A FIRST CROSSCLAIM AGAINST CRAFTMASTER MANUFACTURING, INC.
D/B/A CMI AND JELD-WEN, INC. AS SUCCESSOR TO AND/OR MERGER WITH
CRAFTMASTER MANUFACTURING, INC. D/B/A CMI
(Indemnity)

127. Centex realleges the Paragraphs above as if repeated herein verbatim.

128. Plaintiffs have sued Centex claiming damages caused by building products manufactured by Craftmaster Manufacturing, Inc. d/b/a CMI and/or Jeld-Wen, Inc. as successor to and/or merger with Craftmaster Manufacturing, Inc. d/b/a CMI (collectively "CMI"), including, but not limited to MiraTEC, at the Project.

129. Centex has denied all of the substantive allegations against it that were made by Plaintiffs.

130. CMI manufactured the building products that are alleged to have caused Plaintiffs' damages.

131. A special relationship existed between Centex and CMI.

132. To the extent, if any, that Centex is held liable to Plaintiffs in this action, such liability would be because the wrongful acts, omissions, negligence, breaches and/or representations of CMI were imputed to Centex.

133. A right of indemnity exists in favor of Centex as the relation between Centex and CMI is such that in law or equity there is an obligation for CMI to indemnify Centex, as Centex is required to defend itself in this action and exposed to liability due to the wrongful acts, omissions, negligence, breaches and/or representations of CMI.

134. To the extent, if any, that Centex is held liable to Plaintiffs in this action, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence, breaches and/or representations of CMI which has damaged Centex as Centex has been subjected to liability, and has incurred consequential damages in having to expend attorney's fees and costs in defending this action.

135. To the extent, if any, that the building products manufactured, supplied, sold or distributed by CMI were defective or deficient in design, engineering, materials, installation, installation instructions, and/or were not merchantable or fit for their particular purposes, such defects and deficiencies would be the result of the breach of the express and implied contractual obligations and warranties that CMI provided, damaging Centex as Centex has been subjected to liability, and has incurred consequential damages in having to expend attorney's fees and costs in defending this action.

136. Centex is entitled to full indemnification from CMI for any liability Centex is found to have to Plaintiffs in this action, and Centex would be entitled to damages for CMI's negligence as aforescribed and for CMI's breach of its implied and express warranties, entitling Centex to recover from CMI its attorney's fees, costs and other expenses incurred in investigating and defending this action, and entitling Centex to recover from CMI any sums for which it may be held liable to Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims.

137. The Project has allegedly sustained actual damage by exposure to the improper building materials manufactured, supplied, sold or distributed by CMI. The Project has allegedly sustained property damage caused by continuous exposure to the

improper building materials manufactured, supplied, sold or distributed by CMI that resulted in property damage and not merely negligent construction damaging only the work product of each of the separate Defendants. In addition, the faulty workmanship, breaches, errors, omissions and wrongful acts of CMI were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

AS A SECOND CROSSCLAIM AGAINST CRAFTMASTER MANUFACTURING, INC.
D/B/A CMI AND JELD-WEN, INC. AS SUCCESSOR TO AND/OR MERGER WITH
CRAFTMASTER MANUFACTURING INC. D/B/A CMI
(Negligence)

138. Centex realleges the Paragraphs above as if repeated herein verbatim.

139. CMI was negligent, careless and reckless in the design, supervision, construction, inspection or supplying of the work or materials outlined above and incorporated into the Project.

140. CMI, upon information and belief, negligently trained the applicator regarding the installation of the product, or was negligent in failing to train the applicator at all with regard to the installation of its product, all to Centex's damage as described herein.

141. As a direct and proximate result of such negligence, carelessness and recklessness, Centex has been damaged in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, plus the cost of investigating and defending this claim.

142. Upon information and belief, Centex is entitled to judgment for actual damages collectively or individually against CMI in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, as

well as fees and costs incurred in the investigation, defense and settlement of this claim.

143. The Project has allegedly sustained actual damage by exposure to the improper building materials manufactured, supplied, sold or distributed by CMI. The Project has allegedly sustained property damage caused by continuous exposure to the improper building materials manufactured, supplied, sold or distributed by CMI that resulted in property damage and not merely negligent construction damaging only the work product of each of the separate Defendants. In addition, the faulty workmanship, breaches, errors, omissions and wrongful acts of CMI were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

AS A THIRD CROSSCLAIM AGAINST CRAFTMASTER MANUFACTURING, INC.
D/B/A CMI AND JELD-WEN, INC. AS SUCCESSOR TO AND/OR MERGER WITH
CRAFTMASTER MANUFACTURING INC. D/B/A CMI
(Breach of Warranty)

144. Centex realleges the Paragraphs above as if repeated herein verbatim.

145. CMI expressly or impliedly warranted to Centex that all work performed by it would be performed in a careful, diligent and workmanlike manner, and that any materials and/or services designed, supplied or sold by it for use on the project would be merchantable and fit for their intended or specific purpose. CMI breached its implied and/or express warranties of merchantability, workmanlike service, and/or fitness for a particular or intended purpose in the construction of the Project.

146. As a result of these breaches of warranties, Centex has incurred damage in the amount of any money it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, plus the cost of investigating and defending this claim.

147. Upon information and belief, Centex is entitled to judgment against CMI in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, as well as costs and fees incurred in the investigation, defense and settlement of this claim.

148. The Project has allegedly sustained actual damage by exposure to the improper building materials manufactured, supplied, sold or distributed by CMI. The Project has allegedly sustained property damage caused by continuous exposure to the improper building materials manufactured, supplied, sold or distributed by CMI that resulted in property damage and not merely negligent construction damaging only the work product of each of the separate Defendants. In addition, the faulty workmanship, breaches, errors, omissions and wrongful acts of CMI were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

AS A FOURTH CROSSCLAIM AGAINST CRAFTMASTER MANUFACTURING, INC.
D/B/A CMI AND JELD-WEN, INC. AS SUCCESSOR TO AND/OR MERGER WITH
CRAFTMASTER MANUFACTURING INC. D/B/A CMI
(Strict Liability/Products Liability)

149. Centex realleges the Paragraphs above as if repeated herein verbatim.

150. The building products, including but not limited to medium density fiberboard, supplied, sold and distributed by CMI were defective in design and/or manufacture, and CMI failed to warn Centex of the dangers and problems inherent with the products, and failed to warn Centex that the products were doomed to failure.

151. By virtue of the defects in the product and the failure to warn by CMI, the product used on the residence is claimed by Plaintiffs to have failed, causing consequential damages to the residence, and causing damage to Centex in that Centex

has incurred damage in the amount of any monies it is adjudged to owe Plaintiffs, or which it pays Plaintiffs in settlement of Plaintiffs' claims, plus the cost of investigating and defending the claim.

152. The Project has allegedly sustained actual damage by exposure to the improper building materials manufactured, supplied, sold or distributed by CMI. The Project has allegedly sustained property damage caused by continuous exposure to the improper building materials manufactured, supplied, sold or distributed by CMI that resulted in property damage and not merely negligent construction damaging only the work product of each of the separate Defendants. In addition, the faulty workmanship, breaches, errors, omissions and wrongful acts of CMI were, and have resulted in, occurrences that were unintended, unforeseen, gratuitous and/or injurious events that caused property damage.

WHEREFORE, Centex prays that the claims of the Plaintiffs be dismissed, and that Centex be given judgment against the Subcontractor Defendants, Design and Engineering Defendants, and Craftmaster in the amount of any liability Centex is found to have to Plaintiffs in this action, and Centex demands judgment requiring the Subcontractor Defendants, Design and Engineering Defendants, and Craftmaster to defend and indemnify Centex against any liability which Centex may suffer to Plaintiffs in this action, to include Centex's attorney's fees, costs and other expenses incurred in defending this action. Centex further demands judgment for actual and punitive damages against the Subcontractor Defendants, Design and Engineering Defendants, and Craftmaster and to reimburse it fully for all costs, expenses, and attorneys' fees

associated with the deficiencies described herein, in an amount to be determined by the trier of fact, and for such other and further relief as this Court may deem just and proper.

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Construction Company, Inc.; Centex
Construction, LLC; Centex-Rooney
Construction, Co., Inc.; Centex-Rodgers, Inc.;
Balfour Beatty Construction, LLC, f/k/a Centex
Construction, LLC

February 25, 2015

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON
PLEAS FIFTEENTH JUDICIAL
CIRCUIT

CENTEX HOMES, a Nevada General
Partnership

Plaintiff,

v.

CASE NO. 2016 CP266670

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION; THE CYPRESS BEND
HORIZONTAL PROPERTY REGIME; THE
HARBOUR COVE CONDOMINIUM ASSOCIATION;
THE GREENBRIAR CONDOMINIUM
ASSOCIATION; THE HAVENS CONDOMINIUM
ASSOCIATION; THE RIVER CROSSING
CONDOMINIUM ASSOCIATION; VINCENT J.
TAMBURRO, ON BEHALF OF HIMSELF AND
OTHERS SIMILARLY SITUATED; THE
TANGLEWOOD CONDOMINIUM ASSOCIATION;
THE WOODLANDS CONDOMINIUM
ASSOCIATION; MARK E. LANE, ON BEHALF OF
HIMSELF AND OTHERS SIMILARLY SITUATED;

ADMIRAL INSURANCE CO., AMERICAN EMPIRE
SURPLUS LINES INSURANCE COMPANY,
AMERICAN GUARANTEE AND LIABILITY INS CO,
AMERICAN HOME ASSURANCE CO, AMERICAN
SOUTHERN INS CO, AMERISURE INSURANCE
COMPANY, AMERISURE MUTUAL INSURANCE
COMPANY, AMERISURE MUTUAL INSURANCE
COMPANY F/K/A MICHIGAN MUTUAL
INSURANCE COMPANY, AMTRUST
INTERNATIONAL UNDERWRITERS, LIMITED,
ANSUR AMERICA INSURANCE COMPANY, ARCH
INSURANCE COMPANY, ASSOCIATED
INDUSTRIES INSURANCE COMPANY, INC., ATAIN
SPECIALTY INSURANCE COMPANY F/K/A USF
INSURANCE COMPANY, AUTO-OWNERS
INSURANCE COMPANY, AWC INSURANCE
COMPANY, LTD., BITCO GENERAL INSURANCE
CORPORATION F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO NATIONAL INSURANCE
COMPANY F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO GENERAL INSURANCE

SUMMONS

HORRY COUNTY
2016 OCT 19 AM 11:15
CLERK OF COURT

CORPORATION F/K/A BITUMINOUS INS CO,
BITCO NATIONAL INSURANCE COMPANY F/K/A
BITUMINOUS INS CO, BUILDERS MUTUAL INS
CO, COLUMBIA CASUALTY CO., COMMERCE
AND INDUSTRY INS CO, CRUM & FORSTER
SPECIALTY INSURANCE COMPANY, DISCOVER
PROPERTY & CASUALTY INSURANCE
COMPANY, ERIE INSURANCE EXCHANGE,
EVANSTON INSURANCE COMPANY, AS
SUCCESSOR BY MERGER TO ESSEX
INSURANCE COMPANY, EVEREST NATIONAL
INSURANCE COMPANY, FEDERATED MUTUAL
INS CO, FEDERATED SERVICE INSURANCE
COMPANY, FCCI INSURANCE COMPANY,
FIREMEN'S INS. CO. OF WASHINGTON, D.C.,
FIRST FINANCIAL INSURANCE CO., FIRST
MERCURY INSURANCE COMPANY, HANNOVER
RUCK SE, AS SUCCESSOR BY MERGER TO
CLARENDON AMERICA INSURANCE COMPANY,
HARLEYSVILLE INSURANCE COMPANY,
HARTFORD CASUALTY INSURANCE COMPANY,
HARTFORD FIRE INS CO, HARTFORD
UNDERWRITERS INSURANCE COMPANY,
INSURANCE COMPANY OF THE STATE OF
PENNSYLVANIA, INTERSTATE FIRE & CASUALTY
COMPANY, LIBERTY INSURANCE
CORPORATION, LIBERTY MUTUAL FIRE INS CO,
LIBERTY MUTUAL INS CO, MAIN STREET
AMERICA ASSURANCE COMPANY,
MONTGOMERY MUTUAL INSURANCE COMPANY,
NATIONAL CASUALTY CO, NATIONAL FIRE &
MARINE INSURANCE COMPANY, NATIONAL FIRE
INS CO OF HARTFORD, AS SBM TO
TRANSCONTINENTAL INSURANCE COMPANY,
NATIONAL TRUST INSURANCE COMPANY,
NATIONAL UNION FIRE INS CO OF PITTSBURGH
PA, NATIONAL UNION FIRE INS CO OF
PITTSBURGH PA, AS PARENT COMPANY OF
CHARTIS SPECIALTY INS COMPANY F/K/A
AMERICAN INTERNATIONAL SPECIALTY LINES
INSURANCE COMPANY, INC., NATIONWIDE
MUTUAL FIRE INS CO, NAUTILUS INSURANCE
COMPANY, NGM INSURANCE COMPANY, NORTH

POINTE INSURANCE COMPANY SBM CAPITAL CITY INSURANCE CO., OHIO CASUALTY INS CO, OWNERS INSURANCE CO, PACIFIC EMPLOYERS INSURANCE CO, PEERLESS INDEMNITY INS CO, PEERLESS INS CO, PENNSYLVANIA LUMBERMENS MUTUAL INS CO, PENNSYLVANIA NATIONAL MUTUAL CASUALTY INS CO, PROPERTY AND CASUALTY INSURANCE CO. OF HARTFORD, SCOTTSDALE INSURANCE COMPANY, SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA, SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST, SOUTH CAROLINA INSURANCE COMPANY, STATE FARM FIRE & CASUALTY CO, STEADFAST INSURANCE COMPANY, TRAVELERS INDEMNITY CO, TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA, THE TRAVELERS INDEMNITY COMPANY OF AMERICA, UNION INSURANCE COMPANY, UNITED SPECIALTY INSURANCE COMPANY, WESCO INSURANCE CO, WESTFIELD INS CO, ZURICH AMERICAN INSURANCE COMPANY, ZURICH AMERICAN INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO ASSURANCE COMPANY OF AMERICA, ZURICH AMERICAN INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO NORTHERN INSURANCE COMPANY OF NEW YORK, JOHN DOE INSURERS,

A.M. JACOBS, INC., A.O. HARDEE & SON, INC., A.C. CONSTRUCTION, INC., AFFORDABLE CONSTRUCTION, LLC F/K/A AFFORDABLE DRYWALL, LLC F/K/A CASTRO CONSTRUCTION, INC., AJAX CONSTRUCTION, LLC, AK FRAMING, ARCHER EXTERIORS, INC., AMERICAN RESIDENTIAL SERVICES, LLC D/B/A AMERICAN RESIDENTIAL SERVICES OF SOUTH CAROLINA, INC. A/K/A AMERICAN RESIDENTIAL SERVICES L.L.C. D/B/A ARS SERVICE EXPRESS, ATLANTIC BUILDING COMPONENTS & SERVICES, INC., BLUE RIBBON CLEANING SERVICE, INC., BOGLE ELECTRIC, INC., BR BRICK & MASONRY, INC. N/K/A BR BRICK & STONE, L.P. A/K/A BR MASONRY HOLDINGS, LP D/B/A BR BRICK & STONE, LP, BRIGGS MASONRY, INC., BUILDERS

FIRSTSOURCE - ATLANTIC GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - ATLANTIC GROUP, INC., BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, INC., CAPITAL CONSTRUCTION GROUP, LLC A/K/A CAPITAL CONSTRUCTION GROUP, INC., CARL WILLIAMSON D/B/A WILLIAMSON CONSTRUCTION & WATERPROOFING, A/K/A WILLIAMSON CONSTRUCTION, INC., A/K/A WILLIAMSON CONSTRUCTION, LLC, CAROLINA BUILDERS CORPORATION N/K/A STOCK BUILDING SUPPLY, LLC F/K/A STOCK BUILDING SUPPLY, INC., A/K/A WOLSELEY INVESTMENTS INC., A/K/A FERGUSON ENTERPRISES, INC., A/K/A STOCK BUILDINGS SUPPLY, INC., CAROLINA COOL, INC. F/K/A CAROLINA COOLING AND PLUMBING, INC., CAROLINA DRYWALL & INTERIORS, INC. A/K/A CAROLINA DRYWALL INTERIORS, INC. A/K/A CAROLINA DRYWALL CONTRACTORS, INC., CARPETS BY KENDALL, INC., COASTAL CAROLINA MECHANICAL CONTRACTORS, COASTAL CONTRACT HARDWARE, COASTAL DRYWALL, INC. D/B/A COASTAL PLASTER SYSTEMS, INC., COASTAL ENCLOSURES & CONSTRUCTION, INC., COHEN'S CONSTRUCTION CO., INC. A/K/A COHEN'S DRYWALL COMPANY, INC., COL-COR INDUSTRIES, INC. A/K/A ACTIVE GLASS & MIRROR, INC., COX MILLWORK & SUPPLY, INC., CRAWFORD DOOR SYSTEMS, INC. A/K/A HORNE OVERHEAD DOOR CO INC., CREATIVE TOUCH INTERIORS, INC. F/K/A FLOORS, INC. F/K/A RICE PLANTER CARPETS, INC., DENNIS BRICK DISTRIBUTORS, DUNN PLUMBING COMPANY, INC. A/K/A DDD, INC. D/B/A DUNN PLUMBING, ELITE EXTERIORS, LLC, EOB CONCRETE, INC. A/K/A BOYZO'S CONCRETE, FERREIRA'S DRYWALL A/K/A FERREIRA DRYWALL C/O JAMES FERREIRA, OWNER, FERST PLASTERING, INC. A/K/A FERST EXTERIORS, INC., FRANK HARRIS D/B/A FRANK HARRIS CONSTRUCTION, GARY HUNNELL D/B/A GRAND STRAND ROOFING A/K/A GRAND STRAND ROOFING & SIDING, GENERAL LANDSCAPE GROUP, LLC A/K/A GENERAL LANDSCAPE

MAINTENANCE, LLC, HARDWORKERS
CONSTRUCTION, LLC, A/K/A HARDWORKERS
CONSTRUCTION COMPANY, LLC A/K/A
HARDWORKERS CONSTRUCTION COMPANY,
HARRIS DRYWALL, INTRACOASTAL SERVICE
COMPANY, INC. A/K/A INTRACOASTAL SERVICE,
INC., ITP, INC. A/K/A I.T.P., INC., JAYCO, INC.,
JERRY'S CONCRETE A/K/A JERRY MCRAE
CONSTRUCTION, INC., JOHN FRAZIER A/K/A
ROOF DOCTOR OF THE CAROLINA'S, INC., JS
ELITE FLOORING COMPANY A/K/A JS ELITE TILE
COMPANY, LPM ENTERPRISES, INC. F/K/A LOSS
PREVENTION MANAGEMENT, INC. A/K/A LOSS
PREVENTION MANAGEMENT HOME
INSPECTIONS, INC., MARIO GARCIA MORENO
D/B/A GARCIA CONSTRUCTION A/K/A GARCIA
CONSTRUCTION, LLC, MARTIN MATA D/B/A
MARTIN MASONRY, INC. A/K/A RAMON
MASONRY, MICHAEL DAWSON D/B/A MICHAEL
DAWSON CONSTRUCTION, INC., PELEN, INC.,
RICHARD BLACKWELL D/B/A SYNTHETIC
DESIGNS, RJM PLUMBING, INC., RIGHT WAY
CONSTRUCTION, INC. A/K/A RWG, INC. A/K/A
RIGHT WAY GROUP, INC. A/K/A RWGR, INC.,
SAM'S DRYWALL, INC., ANSE, INC. A/K/A
INTEGRITY WALL SYSTEMS, LLC, A/K/A SOUTH
CAROLINA STATE PLASTERING, LLC, A/K/A
GEORGIA STATE PLASTERING, LLC, SETZER &
SONS, NOE HERNANDEZ A/K/A NOE
HERNANDEZ ZUNIGA D/B/A SPEEDEE
CONCRETE, INC., STEVEN BOSCH D/B/A THE
ROOFER MAN, SUNLAND FIRE PROTECTION,
INC., THOMAS, INC. A/K/A THOMAS HEATING &
COOLING, INC., TOP NOTCH PAINTERS, TREBOR
INDUSTRIES, INC., UNIVERSAL FOREST
PRODUCTS EASTERN DIVISION, INC. A/K/A
UNIVERSAL FOREST PRODUCTS SHOFFNER,
LLC N/K/A UFP EASTERN DIVISION, INC.,
VEREEN CONCRETE COMPANY, INC., A/K/A
VEREEN CONCRETE CONSTRUCTION, INC.,
VANCE JOHNSON PLUMBING COMPANY, INC.,
WEATHER PROTECTION SYSTEMS, INC.,

Defendants.

//

TO THE DEFENDANTS 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 said Complaint on the below subscribed attorney at her office at 2050 McGregor Blvd., Fort Myers, Florida 33901 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 the relief demanded in this action.



Amanda K. Anderson (SCB# 102174)
BOYLE & LEONARD, P.A.
2050 McGregor Blvd.
Fort Myers, FL 33901
(239) 337-1303
aanderson@insurance-counsel.com

ATTORNEYS FOR PLAINTIFF

October 18, 2016

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CENTEX HOMES, a Nevada General
Partnership

Plaintiff,

v.

IN THE COURT OF COMMON
PLEAS FIFTEENTH JUDICIAL
CIRCUIT

2016 CP26 6670

CASE NO. _____

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION; THE CYPRESS BEND
HORIZONTAL PROPERTY REGIME; THE
HARBOUR COVE CONDOMINIUM ASSOCIATION;
THE GREENBRIAR CONDOMINIUM
ASSOCIATION; THE HAVENS CONDOMINIUM
ASSOCIATION; THE RIVER CROSSING
CONDOMINIUM ASSOCIATION; VINCENT J.
TAMBURRO, ON BEHALF OF HIMSELF AND
OTHERS SIMILARLY SITUATED; THE
TANGLEWOOD CONDOMINIUM ASSOCIATION;
THE WOODLANDS CONDOMINIUM
ASSOCIATION; MARK E. LANE, ON BEHALF OF
HIMSELF AND OTHERS SIMILARLY SITUATED;

ADMIRAL INSURANCE CO., AMERICAN EMPIRE
SURPLUS LINES INSURANCE COMPANY,
AMERICAN GUARANTEE AND LIABILITY INS CO,
AMERICAN HOME ASSURANCE CO, AMERICAN
SOUTHERN INS CO, AMERISURE INSURANCE
COMPANY, AMERISURE MUTUAL INSURANCE
COMPANY, AMERISURE MUTUAL INSURANCE
COMPANY F/K/A MICHIGAN MUTUAL
INSURANCE COMPANY, AMTRUST
INTERNATIONAL UNDERWRITERS, LIMITED,
ANSUR AMERICA INSURANCE COMPANY, ARCH
INSURANCE COMPANY, ASSOCIATED
INDUSTRIES INSURANCE COMPANY, INC., ATAIN
SPECIALTY INSURANCE COMPANY F/K/A USF
INSURANCE COMPANY, AUTO-OWNERS
INSURANCE COMPANY, AWCI INSURANCE
COMPANY, LTD., BITCO GENERAL INSURANCE
CORPORATION F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO NATIONAL INSURANCE
COMPANY F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO GENERAL INSURANCE

COMPLAINT

(Jury Trial Demanded)

HORRY COUNTY
2016 OCT 19 AM 11:15
MELANIE L. BROWN, CLERK OF COURT

CORPORATION F/K/A BITUMINOUS INS CO,
BITCO NATIONAL INSURANCE COMPANY F/K/A
BITUMINOUS INS CO, BUILDERS MUTUAL INS
CO, COLUMBIA CASUALTY CO., COMMERCE
AND INDUSTRY INS CO, CRUM & FORSTER
SPECIALTY INSURANCE COMPANY, DISCOVER
PROPERTY & CASUALTY INSURANCE
COMPANY, ERIE INSURANCE EXCHANGE,
EVANSTON INSURANCE COMPANY, AS
SUCCESSOR BY MERGER TO ESSEX
INSURANCE COMPANY, EVEREST NATIONAL
INSURANCE COMPANY, FEDERATED MUTUAL
INS CO, FEDERATED SERVICE INSURANCE
COMPANY, FCCI INSURANCE COMPANY,
FIREMEN'S INS. CO. OF WASHINGTON, D.C.,
FIRST FINANCIAL INSURANCE CO., FIRST
MERCURY INSURANCE COMPANY, HANNOVER
RUCK SE, AS SUCCESSOR BY MERGER TO
CLARENDON AMERICA INSURANCE COMPANY,
HARLEYSVILLE INSURANCE COMPANY,
HARTFORD CASUALTY INSURANCE COMPANY,
HARTFORD FIRE INS CO, HARTFORD
UNDERWRITERS INSURANCE COMPANY,
INSURANCE COMPANY OF THE STATE OF
PENNSYLVANIA, INTERSTATE FIRE & CASUALTY
COMPANY, LIBERTY INSURANCE
CORPORATION, LIBERTY MUTUAL FIRE INS CO,
LIBERTY MUTUAL INS CO, MAIN STREET
AMERICA ASSURANCE COMPANY,
MONTGOMERY MUTUAL INSURANCE COMPANY,
NATIONAL CASUALTY CO, NATIONAL FIRE &
MARINE INSURANCE COMPANY, NATIONAL FIRE
INS CO OF HARTFORD, AS SBM TO
TRANSCONTINENTAL INSURANCE COMPANY,
NATIONAL TRUST INSURANCE COMPANY,
NATIONAL UNION FIRE INS CO OF PITTSBURGH
PA, NATIONAL UNION FIRE INS CO OF
PITTSBURGH PA, AS PARENT COMPANY OF
CHARTIS SPECIALTY INS COMPANY F/K/A
AMERICAN INTERNATIONAL SPECIALTY LINES
INSURANCE COMPANY, INC., NATIONWIDE
MUTUAL FIRE INS CO, NAUTILUS INSURANCE
COMPANY, NGM INSURANCE COMPANY, NORTH

POINTE INSURANCE COMPANY SBM CAPITAL
CITY INSURANCE CO., OHIO CASUALTY INS CO,
OWNERS INSURANCE CO, PACIFIC EMPLOYERS
INSURANCE CO, PEERLESS INDEMNITY INS CO,
PEERLESS INS CO, PENNSYLVANIA
LUMBERMENS MUTUAL INS CO, PENNSYLVANIA
NATIONAL MUTUAL CASUALTY INS CO,
PROPERTY AND CASUALTY INSURANCE CO. OF
HARTFORD, SCOTTSDALE INSURANCE
COMPANY, SELECTIVE INSURANCE COMPANY
OF SOUTH CAROLINA, SELECTIVE INSURANCE
COMPANY OF THE SOUTHEAST, SOUTH
CAROLINA INSURANCE COMPANY, STATE FARM
FIRE & CASUALTY CO, STEADFAST INSURANCE
COMPANY, TRAVELERS INDEMNITY CO,
TRAVELERS PROPERTY CASUALTY COMPANY
OF AMERICA, THE TRAVELERS INDEMNITY
COMPANY OF AMERICA, UNION INSURANCE
COMPANY, UNITED SPECIALTY INSURANCE
COMPANY, WESCO INSURANCE CO, WESTFIELD
INS CO, ZURICH AMERICAN INSURANCE
COMPANY, ZURICH AMERICAN INSURANCE
COMPANY, AS SUCCESSOR BY MERGER TO
ASSURANCE COMPANY OF AMERICA, ZURICH
AMERICAN INSURANCE COMPANY, AS
SUCCESSOR BY MERGER TO NORTHERN
INSURANCE COMPANY OF NEW YORK, JOHN
DOE INSURERS,

A.M. JACOBS, INC., A.O. HARDEE & SON, INC.,
A.C. CONSTRUCTION, INC., AFFORDABLE
CONSTRUCTION, LLC F/K/A AFFORDABLE
DRYWALL, LLC F/K/A CASTRO CONSTRUCTION,
INC., AJAX CONSTRUCTION, LLC, AK FRAMING,
ARCHER EXTERIORS, INC., AMERICAN
RESIDENTIAL SERVICES, LLC D/B/A AMERICAN
RESIDENTIAL SERVICES OF SOUTH CAROLINA,
INC. A/K/A AMERICAN RESIDENTIAL SERVICES
L.L.C. D/B/A ARS SERVICE EXPRESS, ATLANTIC
BUILDING COMPONENTS & SERVICES, INC.,
BLUE RIBBON CLEANING SERVICE, INC., BOGLE
ELECTRIC, INC., BR BRICK & MASONRY, INC.
N/K/A BR BRICK & STONE, L.P. A/K/A BR
MASONRY HOLDINGS, LP D/B/A BR BRICK &
STONE, LP, BRIGGS MASONRY, INC., BUILDERS

FIRSTSOURCE - ATLANTIC GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - ATLANTIC GROUP, INC., BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, INC., CAPITAL CONSTRUCTION GROUP, LLC A/K/A CAPITAL CONSTRUCTION GROUP, INC., CARL WILLIAMSON D/B/A WILLIAMSON CONSTRUCTION & WATERPROOFING, A/K/A WILLIAMSON CONSTRUCTION, INC., A/K/A WILLIAMSON CONSTRUCTION, LLC, CAROLINA BUILDERS CORPORATION N/K/A STOCK BUILDING SUPPLY, LLC F/K/A STOCK BUILDING SUPPLY, INC., A/K/A WOLSELEY INVESTMENTS INC., A/K/A FERGUSON ENTERPRISES, INC., A/K/A STOCK BUILDINGS SUPPLY, INC., CAROLINA COOL, INC. F/K/A CAROLINA COOLING AND PLUMBING, INC., CAROLINA DRYWALL & INTERIORS, INC. A/K/A CAROLINA DRYWALL INTERIORS, INC. A/K/A CAROLINA DRYWALL CONTRACTORS, INC., CARPETS BY KENDALL, INC., COASTAL CAROLINA MECHANICAL CONTRACTORS, COASTAL CONTRACT HARDWARE, COASTAL DRYWALL, INC. D/B/A COASTAL PLASTER SYSTEMS, INC., COASTAL ENCLOSURES & CONSTRUCTION, INC., COHEN'S CONSTRUCTION CO., INC. A/K/A COHEN'S DRYWALL COMPANY, INC., COL-COR INDUSTRIES, INC. A/K/A ACTIVE GLASS & MIRROR, INC., COX MILLWORK & SUPPLY, INC., CRAWFORD DOOR SYSTEMS, INC. A/K/A HORNE OVERHEAD DOOR CO INC., CREATIVE TOUCH INTERIORS, INC. F/K/A FLOORS, INC. F/K/A RICE PLANTER CARPETS, INC., DENNIS BRICK DISTRIBUTORS, DUNN PLUMBING COMPANY, INC. A/K/A DDD, INC. D/B/A DUNN PLUMBING, ELITE EXTERIORS, LLC, EOB CONCRETE, INC. A/K/A BOYZO'S CONCRETE, FERREIRA'S DRYWALL A/K/A FERREIRA DRYWALL C/O JAMES FERREIRA, OWNER, FERST PLASTERING, INC. A/K/A FERST EXTERIORS, INC., FRANK HARRIS D/B/A FRANK HARRIS CONSTRUCTION, GARY HUNNELL D/B/A GRAND STRAND ROOFING A/K/A GRAND STRAND ROOFING & SIDING, GENERAL LANDSCAPE GROUP, LLC A/K/A GENERAL LANDSCAPE

MAINTENANCE, LLC, HARDWORKERS
CONSTRUCTION, LLC, A/K/A HARDWORKERS
CONSTRUCTION COMPANY, LLC A/K/A
HARDWORKERS CONSTRUCTION COMPANY,
HARRIS DRYWALL, INTRACOASTAL SERVICE
COMPANY, INC. A/K/A INTRACOASTAL SERVICE,
INC., ITP, INC. A/K/A I.T.P., INC., JAYCO, INC.,
JERRY'S CONCRETE A/K/A JERRY MCRAE
CONSTRUCTION, INC., JOHN FRAZIER A/K/A
ROOF DOCTOR OF THE CAROLINA'S, INC., JS
ELITE FLOORING COMPANY A/K/A JS ELITE TILE
COMPANY, LPM ENTERPRISES, INC. F/K/A LOSS
PREVENTION MANAGEMENT, INC. A/K/A LOSS
PREVENTION MANAGEMENT HOME
INSPECTIONS, INC., MARIO GARCIA MORENO
D/B/A GARCIA CONSTRUCTION A/K/A GARCIA
CONSTRUCTION, LLC, MARTIN MATA D/B/A
MARTIN MASONRY, INC. A/K/A RAMON
MASONRY, MICHAEL DAWSON D/B/A MICHAEL
DAWSON CONSTRUCTION, INC., PELEN, INC.,
RICHARD BLACKWELL D/B/A SYNTHETIC
DESIGNS, RJM PLUMBING, INC., RIGHT WAY
CONSTRUCTION, INC. A/K/A RWG, INC. A/K/A
RIGHT WAY GROUP, INC. A/K/A RWGR, INC.,
SAM'S DRYWALL, INC., ANSE, INC. A/K/A
INTEGRITY WALL SYSTEMS, LLC, A/K/A SOUTH
CAROLINA STATE PLASTERING, LLC, A/K/A
GEORGIA STATE PLASTERING, LLC, SETZER &
SONS, NOE HERNANDEZ A/K/A NOE
HERNANDEZ ZUNIGA D/B/A SPEEDEE
CONCRETE, INC., STEVEN BOSCH D/B/A THE
ROOFER MAN, SUNLAND FIRE PROTECTION,
INC., THOMAS, INC. A/K/A THOMAS HEATING &
COOLING, INC., TOP NOTCH PAINTERS, TREBOR
INDUSTRIES, INC., UNIVERSAL FOREST
PRODUCTS EASTERN DIVISION, INC. A/K/A
UNIVERSAL FOREST PRODUCTS SHOFFNER,
LLC N/K/A UFP EASTERN DIVISION, INC.,
VEREEN CONCRETE COMPANY, INC., A/K/A
VEREEN CONCRETE CONSTRUCTION, INC.,
VANCE JOHNSON PLUMBING COMPANY, INC.,
WEATHER PROTECTION SYSTEMS, INC.,

Defendants.

//

COMES NOW, the Plaintiff, CENTEX HOMES for itself and for the benefit of CENTEX CONSTRUCTION COMPANY, INC., CENTEX CONSTRUCTION, LLC, CENTEX ROONEY CONSTRUCTION, CO., INC., CENTEX-RODGERS, INC., BALFOUR BEATTY CONSTRUCTION, LLC f/k/a CENTEX CONSTRUCTION, INC. (collectively "CENTEX"), by and through their undersigned counsel, and sues Defendants named herein, and allege as follows:

JURISDICTION & VENUE

1. This is an action for declaratory relief pursuant to the S.C. Code Ann. § § 15-53-10 et. seq.

2. In accordance with S.C. Code Ann. § 15-53-80, all of the parties herein are proper parties to this action in that each has or claims an interest that would be affected by the requested declaration.

3. Venue is appropriate in Horry County, South Carolina, because the incidents at issue in the Underlying Actions (defined herein) are alleged to have occurred in Horry County, South Carolina.

PARTIES

4. The Plaintiff, CENTEX was at all times material hereto a corporation doing business in Horry County, South Carolina.

5. Upon information and belief, Defendant ADMIRAL INSURANCE CO. ("ADMIRAL") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant ADMIRAL was authorized to and doing business in Horry County and the State of South Carolina.

6. Upon information and belief, Defendant AMERICAN EMPIRE SURPLUS LINES INSURANCE COMPANY ("AMERICAN EMPIRE") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant AMERICAN EMPIRE was authorized to and doing business in Horry County and the State of South Carolina.

7. Upon information and belief, Defendant AMERICAN GUARANTEE AND LIABILITY INS CO ("AGLIC") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant AGLIC was authorized to and doing business in Horry County and the State of South Carolina.

8. Upon information and belief, Defendant AMERICAN HOME ASSURANCE CO ("AHA") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant AHA was authorized to and doing business in Horry County and the State of South Carolina.

9. Upon information and belief, Defendant AMERICAN SOUTHERN INS CO ("ASIC") is an insurance company and/or corporation organized or existing under the laws of the State of Kansas. Upon information and belief, at all times relevant herein, Defendant ASIC was authorized to and doing business in Horry County and the State of South Carolina.

10. Upon information and belief, Defendant AMERISURE INSURANCE COMPANY ("AMERISURE") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times

relevant herein, Defendant AMERISURE was authorized to and doing business in Horry County and the State of South Carolina.

11. Upon information and belief, Defendant AMERISURE MUTUAL INSURANCE COMPANY ("AMERISURE MUTUAL") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant AMERISURE MUTUAL was authorized to and doing business in Horry County and the State of South Carolina.

12. Upon information and belief, Defendant AMERISURE MUTUAL INSURANCE COMPANY F/K/A MICHIGAN MUTUAL INSURANCE COMPANY ("MICHIGAN MUTUAL") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant MICHIGAN MUTUAL was authorized to and doing business in Horry County and the State of South Carolina.

13. Upon information and belief, Defendant AMTRUST INTERNATIONAL UNDERWRITERS, LIMITED ("AMTRUST") is an insurance company and/or corporation organized or existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein, Defendant AMTRUST was authorized to and doing business in Horry County and the State of South Carolina.

14. Upon information and belief, Defendant ANSUR AMERICA INSURANCE COMPANY ("ANSUR") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant ANSUR was authorized to and doing business in Horry County and the State of South Carolina.

15. Upon information and belief, Defendant ARCH INSURANCE COMPANY ("ARCH") is an insurance company and/or corporation organized or existing under the laws of the State of Missouri. Upon information and belief, at all times relevant herein, Defendant ARCH was authorized to and doing business in Horry County and the State of South Carolina.

16. Upon information and belief, Defendant ASSOCIATED INDUSTRIES INSURANCE COMPANY, INC. ("ASSOCIATED INDUSTRIES") is an insurance company and/or corporation organized or existing under the laws of the State of Florida. Upon information and belief, at all times relevant herein, Defendant ASSOCIATED INDUSTRIES was authorized to and doing business in Horry County and the State of South Carolina.

17. Upon information and belief, Defendant ATAIN SPECIALTY INSURANCE COMPANY f/k/a USF INSURANCE COMPANY ("ATAIN") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant ATAIN was authorized to and doing business in Horry County and the State of South Carolina.

18. Upon information and belief, Defendant AUTO-OWNERS INSURANCE COMPANY ("AUTO-OWNERS") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant AUTO-OWNERS was authorized to and doing business in Horry County and the State of South Carolina.

19. Upon information and belief, Defendant AWCI INSURANCE COMPANY, LTD. ("AWCI") is an insurance company and/or corporation organized or existing under

the laws of Bermuda. Upon information and belief, at all times relevant herein, Defendant AWCI was authorized to and doing business in Horry County and the State of South Carolina.

20. Upon information and belief, Defendant BITCO GENERAL INSURANCE COPROPORATION F/K/A BITUMINOUS CASUALTY CORP. ("BITCO GENERAL CASUALTY") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant BITCO GENERAL CASUALTY was authorized to and doing business in Horry County and the State of South Carolina.

21. Upon information and belief, Defendant BITCO NATIONAL INSURANCE COPROPORATION F/K/A BITUMINOUS CASUALTY CORP. ("BITCO NATIONAL CASUALTY") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant BITCO NATIONAL CASUALTY was authorized to and doing business in Horry County and the State of South Carolina.

22. Upon information and belief, Defendant BITCO GENERAL INSURANCE COPROPORATION F/K/A BITUMINOUS INSURANCE COMPANY ("BITCO GENERAL INSURANCE") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant BITCO GENERAL INSURANCE was authorized to and doing business in Horry County and the State of South Carolina.

23. Upon information and belief, Defendant BITCO NATIONAL INSURANCE COPROPORATION F/K/A BITUMINOUS INSURANCE COMPANY ("BITCO NATIONAL

INSURANCE") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant BITCO NATIONAL INSURANCE was authorized to and doing business in Horry County and the State of South Carolina.

24. Upon information and belief, Defendant BUILDERS MUTUAL INSURANCE COMPANY ("BUILDERS MUTUAL") is an insurance company and/or corporation organized or existing under the laws of the State of North Carolina. Upon information and belief, at all times relevant herein, Defendant BUILDERS MUTUAL was authorized to and doing business in Horry County and the State of South Carolina.

25. Upon information and belief, Defendant COLUMBIA CASUALTY CO. ("COLUMBIA") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant COLUMBIA was authorized to and doing business in Horry County and the State of South Carolina.

26. Upon information and belief, Defendant COMMERCE AND INDUSTRY INS CO ("COMMERCE") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant COMMERCE was authorized to and doing business in Horry County and the State of South Carolina.

27. Upon information and belief, Defendant CRUM & FORSTER SPECIALTY INSURANCE COMPANY ("CRUM & FORSTER") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant CRUM & FORSTER was

authorized to and doing business in Horry County and the State of South Carolina.

28. Upon information and belief, Defendant DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY ("DISCOVER") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant DISCOVER was authorized to and doing business in Horry County and the State of South Carolina.

29. Upon information and belief, Defendant ERIE INSURANCE EXCHANGE ("ERIE") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant ERIE was authorized to and doing business in Horry County and the State of South Carolina.

30. Upon information and belief, Defendant EVANSTON INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO ESSEX INSURANCE COMPANY ("ESSEX") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant ESSEX was authorized to and doing business in Horry County and the State of South Carolina.

31. Upon information and belief, Defendant EVEREST NATIONAL INSURANCE COMPANY ("EVEREST") is an insurance company and/or corporation organized or existing under the laws of the State of New Jersey. Upon information and belief, at all times relevant herein, Defendant EVEREST was authorized to and doing business in Horry County and the State of South Carolina.

32. Upon information and belief, Defendant FEDERATED MUTUAL

INSURANCE COMPANY ("FEDERATED") is an insurance company and/or corporation organized or existing under the laws of the State of Minnesota. Upon information and belief, at all times relevant herein, Defendant FEDERATED was authorized to and doing business in Horry County and the State of South Carolina.

33. Upon information and belief, Defendant FEDERATED SERVICE INSURANCE COMPANY ("FEDERATED SERVICE") is an insurance company and/or corporation organized or existing under the laws of the State of Minnesota. Upon information and belief, at all times relevant herein, Defendant FEDERATED SERVICE was authorized to and doing business in Horry County and the State of South Carolina.

34. Upon information and belief, Defendant FCCI INSURANCE COMPANY ("FCCI") is an insurance company and/or corporation organized or existing under the laws of the State of Florida. Upon information and belief, at all times relevant herein, Defendant FCCI was authorized to and doing business in Horry County and the State of South Carolina.

35. Upon information and belief, Defendant FIREMEN'S INS. CO. OF WASHINGTON, D.C. ("FIREMEN'S") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant FIREMEN'S was authorized to and doing business in Horry County and the State of South Carolina.

36. Upon information and belief, Defendant FIRST FINANCIAL INSURANCE CO. ("FIRST FINANCIAL") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant FIRST FINANCIAL was authorized to and doing business in

Horry County and the State of South Carolina.

37. Upon information and belief, Defendant FIRST MERCURY INSURANCE COMPANY ("FIRST MERCURY") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant FIRST MERCURY was authorized to and doing business in Horry County and the State of South Carolina.

38. Upon information and belief, Defendant HANNOVER RUCK SE, AS SUCCESSOR BY MERGER TO CLARENDON AMERICA INSURANCE COMPANY ("CLARENDON") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant CLARENDON was authorized to and doing business in Horry County and the State of South Carolina.

39. Upon information and belief, Defendant HARLEYSVILLE INSURANCE COMPANY ("HARLEYSVILLE") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant HARLEYSVILLE was authorized to and doing business in Horry County and the State of South Carolina.

40. Upon information and belief, Defendant HARTFORD CASUALTY INSURANCE COMPANY ("HARTFORD CASUALTY") is an insurance company and/or corporation organized or existing under the laws of the State of Indiana. Upon information and belief, at all times relevant herein, Defendant HARTFORD CASUALTY was authorized to and doing business in Horry County and the State of South Carolina.

41. Upon information and belief, Defendant HARTFORD FIRE INSURANCE

COMPANY ("HARTFORD FIRE") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant HARTFORD FIRE was authorized to and doing business in Horry County and the State of South Carolina.

42. Upon information and belief, Defendant HARTFORD UNDERWRITERS INSURANCE COMPANY ("HARTFORD UNDERWRITERS") is an insurance company and/or corporation organized or existing under the laws of Connecticut. Upon information and belief, at all times relevant herein, Defendant HARTFORD UNDERWRITERS was authorized to and doing business in Horry County and the State of South Carolina.

43. Upon information and belief, Defendant INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA ("ICSPA") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant ICSPA was authorized to and doing business in Horry County and the State of South Carolina.

44. Upon information and belief, Defendant INTERSTATE FIRE & CASUALTY COMPANY ("INTERSTATE") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant INTERSTATE was authorized to and doing business in Horry County and the State of South Carolina.

45. Upon information and belief, Defendant LIBERTY INSURANCE COPORATION ("LIBERTY") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant LIBERTY was authorized to and doing business in Horry

County and the State of South Carolina.

46. Upon information and belief, Defendant LIBERTY MUTUAL FIRE INSURANCE COMPANY ("LIBERTY MUTUAL FIRE") is an insurance company and/or corporation organized or existing under the laws of the State of Massachusetts. Upon information and belief, at all times relevant herein, Defendant LIBERTY MUTUAL FIRE was authorized to and doing business in Horry County and the State of South Carolina.

47. Upon information and belief, Defendant LIBERTY MUTUAL INS CO ("LIBERTY MUTUAL INS") is an insurance company and/or corporation organized or existing under the laws of the State of Massachusetts. Upon information and belief, at all times relevant herein, Defendant LIBERTY MUTUAL INS was authorized to and doing business in Horry County and the State of South Carolina.

48. Upon information and belief, Defendant MAIN STREET AMERICA ASSURANCE COMPANY ("MAIN STREET") is an insurance company and/or corporation organized or existing under the laws of the State of Florida. Upon information and belief, at all times relevant herein, Defendant MAIN STREET was authorized to and doing business in Horry County and the State of South Carolina.

49. Upon information and belief, Defendant MONTGOMERY MUTUAL INSURANCE COMPANY ("MONTGOMERY") is an insurance company and/or corporation organized or existing under the laws of the State of Massachusetts. Upon information and belief, at all times relevant herein, Defendant MONTGOMERY was authorized to and doing business in Horry County and the State of South Carolina.

50. Upon information and belief, Defendant NATIONAL CASUALTY CO ("NATIONAL CASUALTY") is an insurance company and/or corporation organized or

existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein, Defendant NATIONAL CASUALTY was authorized to and doing business in Horry County and the State of South Carolina.

51. Upon information and belief, Defendant NATIONAL FIRE & MARINE INSURANCE COMPANY ("NATIONAL FIRE & MARINE") is an insurance company and/or corporation organized or existing under the laws of the State of Nebraska. Upon information and belief, at all times relevant herein, Defendant NATIONAL FIRE & MARINE was authorized to and doing business in Horry County and the State of South Carolina.

52. Upon information and belief, Defendant NATIONAL FIRE INS CO OF HARTFORD, AS SUCCESSOR BY MERGER TO TRANSCONTINENTAL INSURANCE COMPANY ("TRANSCONTINENTAL") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant TRANSCONTINENTAL was authorized to and doing business in Horry County and the State of South Carolina.

53. Upon information and belief, Defendant NATIONAL TRUST INSURANCE COMPANY ("NTIC") is an insurance company and/or corporation organized or existing under the laws of the State of Indiana. Upon information and belief, at all times relevant herein, Defendant NTIC was authorized to and doing business in Horry County and the State of South Carolina.

54. Upon information and belief, Defendant NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA ("NATIONAL UNION") is an insurance company and/or corporation organized or existing under the laws of the State of

Pennsylvania. Upon information and belief, at all times relevant herein, Defendant NATIONAL UNION was authorized to and doing business in Horry County and the State of South Carolina.

55. Upon information and belief, Defendant NATIONAL UNION FIRE INS CO OF PITTSBURGH PA, AS PARENT COMPANY OF CHARTIS SPECIALTY INS COMPANY F/K/A AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, INC. ("NATIONAL UNION FIRE"), is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant NATIONAL UNION FIRE was authorized to and doing business in Horry County and the State of South Carolina.

56. Upon information and belief, Defendant NATIONWIDE MUTUAL FIRE INSURANCE COMPANY ("NATIONWIDE MUTUAL FIRE") is an insurance company and/or corporation organized or existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein, Defendant NATIONWIDE MUTUAL FIRE was authorized to and doing business in Horry County and the State of South Carolina

57. Upon information and belief, Defendant NAUTILUS INSURANCE COMPANY ("NAUTILUS") is an insurance company and/or corporation organized or existing under the laws of the State of Arizona. Upon information and belief, at all times relevant herein, Defendant NAUTILUS was authorized to and doing business in Horry County and the State of South Carolina.

58. Upon information and belief, Defendant NGM INSURANCE COMPANY ("NGM") is an insurance company and/or corporation organized or existing under the laws

of a state other than the State of Florida. Upon information and belief, at all times relevant herein, Defendant NGM was authorized to and doing business in Horry County and the State of South Carolina.

59. Upon information and belief, Defendant NORTH POINTE INSURANCE COMPANY AS SUCCESSOR BY MERGER TO CAPITAL CITY INSURANCE COMPANY ("CAPITAL CITY") is an insurance company and/or corporation organized or existing under the laws of a state other than the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant CAPITAL CITY was authorized to and doing business in Horry County and the State of South Carolina.

60. Upon information and belief, Defendant OHIO CASUALTY INSURANCE COMPANY ("OHIO") is an insurance company and/or corporation organized or existing under the laws of the State of New Hampshire. Upon information and belief, at all times relevant herein, Defendant OHIO was authorized to and doing business in Horry County and the State of South Carolina.

61. Upon information and belief, Defendant OWNERS INSURANCE CO ("OWNERS") is an insurance company and/or corporation organized or existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein, Defendant OWNERS was authorized to and doing business in Horry County and the State of South Carolina.

62. Upon information and belief, Defendant PACIFIC EMPLOYERS INSURANCE CO ("PACIFIC EMPLOYERS") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant PACIFIC EMPLOYERS was authorized to

and doing business in Horry County and the State of South Carolina.

63. Upon information and belief, Defendant PEERLESS INDEMNITY INS CO ("PEERLESS INDEMNITY") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant PEERLESS INDEMNITY was authorized to and doing business in Horry County and the State of South Carolina.

64. Upon information and belief, Defendant PEERLESS INS CO ("PEERLESS INS") is an insurance company and/or corporation organized or existing under the laws of the State of New Hampshire. Upon information and belief, at all times relevant herein, Defendant PEERLESS INS was authorized to and doing business in Horry County and the State of South Carolina.

65. Upon information and belief, Defendant PENNSYLVANIA LUMBERMENS MUTUAL INS CO ("LUMBERMENS") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant LUMBERMENS was authorized to and doing business in Horry County and the State of South Carolina.

66. Upon information and belief, Defendant PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY ("PENNSYLVANIA") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant PENNSYLVANIA was authorized to and doing business in Horry County and the State of South Carolina.

67. Upon information and belief, Defendant PROPERTY AND CASUALTY

INSURANCE CO OF HARTFORD ("PCIC") is an insurance company and/or corporation organized or existing under the laws of the State of Indiana. Upon information and belief, at all times relevant herein, Defendant PCIC was authorized to and doing business in Horry County and the State of South Carolina.

68. Upon information and belief, Defendant SCOTTSDALE INSURANCE COMPANY ("SCOTTSDALE") is an insurance company and/or corporation organized or existing under the laws of the State of Arizona. Upon information and belief, at all times relevant herein, Defendant SCOTTSDALE was authorized to and doing business in Horry County and the State of South Carolina.

69. Upon information and belief, Defendant SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA ("SELECTIVE SC") is an insurance company and/or corporation organized or existing under the laws of the State of South Carolina. Upon information and belief, at all times relevant herein, Defendant SELECTIVE SC was authorized to and doing business in Horry County and the State of South Carolina.

70. Upon information and belief, Defendant SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST ("SELECTIVE SE") is an insurance company and/or corporation organized or existing under the laws of the State of Indiana. Upon information and belief, at all times relevant herein, Defendant SELECTIVE SE was authorized to and doing business in Horry County and the State of South Carolina.

71. Upon information and belief, Defendant SOUTH CAROLINA INSURANCE COMPANY ("SCIC") is an insurance company and/or corporation organized or existing under the laws of the State of South Carolina. Upon information and belief, at all times relevant herein, Defendant SCIC was authorized to and doing business in Horry County

and the State of South Carolina.

72. Upon information and belief, Defendant STATE FARM FIRE AND CASUALTY COMPANY ("STATE FARM") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant STATE FARM was authorized to and doing business in Horry County and the State of South Carolina.

73. Upon information and belief, Defendant STEADFAST INSURANCE COMPANY ("STEADFAST") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant STEADFAST was authorized to and doing business in Horry County and the State of South Carolina.

74. Upon information and belief, Defendant TRAVELERS INDEMNITY CO ("TRAVELERS INDEMNITY") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant TRAVELERS INDEMNITY was authorized to and doing business in Horry County and the State of South Carolina.

75. Upon information and belief, Defendant TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA ("TRAVELERS PROPERTY") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant TRAVELERS PROPERTY was authorized to and doing business in Horry County and the State of South Carolina.

76. Upon information and belief, Defendant THE TRAVELERS INDEMNITY

COMPANY OF AMERICA ("TRAVELERS INDEMNITY AMERICA") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant TRAVELERS INDEMNITY AMERICA was authorized to and doing business in Horry County and the State of South Carolina.

77. Upon information and belief, Defendant UNION INSURANCE COMPANY ("UNION") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant UNION was authorized to and doing business in Horry County and the State of South Carolina.

78. Upon information and belief, Defendant UNITED SPECIALTY INSURANCE COMPANY ("UNITED SPECIALTY") is an insurance company and/or corporation organized or existing under the laws of the State of Texas. Upon information and belief, at all times relevant herein, Defendant UNITED SPECIALTY was authorized to and doing business in Horry County and the State of South Carolina.

79. Upon information and belief, Defendant WESCO INSURANCE CO ("WESCO") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant WESCO was authorized to and doing business in Horry County and the State of South Carolina.

80. Upon information and belief, Defendant WESTFIELD INS CO ("WESTFIELD") is an insurance company and/or corporation organized or existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein,

Defendant WESTFIELD was authorized to and doing business in Horry County and the State of South Carolina.

81. Upon information and belief, Defendant ZURICH AMERICAN INSURANCE COMPANY ("ZAIC") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant ZAIC was authorized to and doing business in Horry County and the State of South Carolina.

82. Upon information and belief, Defendant ZURICH AMERICAN INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO ASSURANCE COMPANY OF AMERICA ("ASSURANCE") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant ASSURANCE was authorized to and doing business in Horry County and the State of South Carolina.

83. Upon information and belief, Defendant ZURICH AMERICAN INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO NORTHERN INSURANCE COMPANY OF NEW YORK ("NORTHERN") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant NORTHERN was authorized to and doing business in Horry County and the State of South Carolina.

84. All insurance companies defined in Paragraphs 5 through 83 above are hereinafter collectively referred to as "INSURERS".

85. Defendant The Cypress Bend Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its

principal place of business in Horry County, South Carolina. The Cypress Bend Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Cypress Bend Condominium Project.

86. Defendant The Cypress Bend Horizontal Property Regime is a horizontal property regime organized and existing under the laws of the State of South Carolina as provided in the Horizontal Property Act, S.C. Code Ann. § 27-31-10, *et. seq.* (1976, as amended) and located in Horry County, South Carolina.

87. Defendant The Greenbriar Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Greenbriar Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Greenbriar Condominium Project.

88. Defendant, Mark E. Lane, on behalf of himself and others similarly situated, is an owner of Unit 334 in The Greenbriar Condominium Association, Horry County, South Carolina.

89. Defendant The Harbour Cove Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Harbour Cove Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Harbour Cove Condominium Project.

90. Defendant The Havens Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Havens Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Havens Condominium Project.

91. Defendant The River Crossing Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The River Crossing Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the River Crossing Condominium Project.

92. Defendant, Vincent J. Tamburro, on behalf of himself and others similarly situated, is an owner of Unit 612 in The River Crossing Condominium Association, Horry County, South Carolina.

93. Defendant The Tanglewood Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Tanglewood Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Tanglewood Condominium Project.

94. Defendant The Woodlands Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Woodlands

Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Woodlands Condominium Project.

95. Defendant A.M. Jacobs, Inc. ("AM Jacobs"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

96. Defendant A.O. Hardee & Son, Inc. ("AO Hardee"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

97. Defendant A.C. Construction, Inc. ("AC Construction"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

98. Defendant Affordable Construction, LLC f/k/a Affordable Drywall, LLC f/k/a Castro Construction, Inc. ("Affordable Construction"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

99. Defendant Ajax Construction, LLC ("Ajax"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

100. Defendant AK Framing ("AK Framing"), upon information and belief, is a business organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

101. Defendant Archer Exteriors, Inc. ("Archer Exteriors"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

102. Defendant American Residential Services, LLC d/b/a American Residential Services of South Carolina, Inc. a/k/a American residential Services LLC d/b/a ARS Service Express ("ARS"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

103. Defendant Atlantic Building Components & Services, Inc. ("Atlantic Building"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

104. Defendant Blue Ribbon Cleaning Service, Inc. ("Blue Ribbon"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

105. Defendant Bogle Electric, Inc. ("Bogle Electric"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County,

South Carolina.

106. Defendant BR Brick & Masonry, Inc. n/k/a BR Brick & Stone, L.P. a/k/a BR Masonry Holdings, LP d/b/a BR Brick & Stone, LP ("BR Brick"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina, which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

107. Defendant Briggs Masonry, Inc. ("Briggs Masonry"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

108. Defendant Builders FirstSource – Atlantic Group, LLC a/k/a Builders FirstSource – Atlantic Group, Inc. ("Builders Atlantic"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

109. Defendant Builders FirstSource – Southeast Group, LLC a/k/a Builders FirstSource – Southeast Group, Inc. ("Builders Southeast"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

110. Defendant Capital Construction Group, LLC a/k/a Capital Construction Group, Inc. ("Capital Construction"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina

South Carolina.

106. Defendant BR Brick & Masonry, Inc. n/k/a BR Brick & Stone, L.P. a/k/a BR Masonry Holdings, LP d/b/a BR Brick & Stone, LP ("BR Brick"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina, which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

107. Defendant Briggs Masonry, Inc. ("Briggs Masonry"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

108. Defendant Builders FirstSource – Atlantic Group, LLC a/k/a Builders FirstSource – Atlantic Group, Inc. ("Builders Atlantic"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

109. Defendant Builders FirstSource – Southeast Group, LLC a/k/a Builders FirstSource – Southeast Group, Inc. ("Builders Southeast"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

110. Defendant Capital Construction Group, LLC a/k/a Capital Construction Group, Inc. ("Capital Construction"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina

which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

111. Defendant Carl Williamson d/b/a Williamson Construction & Waterproofing, a/k/a Williamson Construction, Inc., a/k/a Williamson Construction, LLC ("Williamson Construction"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

112. Defendant Carolina Builders Corporation n/k/a Stock Building Supply, LLC f/k/a Stock Building Supply, Inc., a/k/a Wolseley Investments Inc., a/k/a Ferguson Enterprises, Inc., a/k/a Stock Buildings Supply, Inc. ("Stock"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina, which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

113. Defendant Carolina Cool, Inc. f/k/a Carolina Cooling and Plumbing, Inc. ("Carolina Cool"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

114. Defendant Carolina Drywall & Interiors, Inc. a/k/a Carolina Drywall Interiors, Inc. a/k/a Carolina Drywall Contractors, Inc. ("Carolina Drywall"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was at all times relevant hereto conducting business in Horry County, South Carolina.

115. Defendant Carpets by Kendall, Inc. ("Kendall"), upon information and belief,

is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

116. Defendant Coastal Carolina Mechanical Contractors ("Coastal Carolina"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

117. Defendant Coastal Contract Hardware, Inc. ("Coastal Contract Hardware"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

118. Defendant Coastal Drywall, Inc. d/b/a Coastal Plaster Systems, Inc. ("Coastal Drywall"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

119. Defendant Coastal Enclosures & Construction, Inc. ("Coastal Enclosures"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

120. Defendant Cohen's Construction Co., Inc. a/k/a Cohen's Drywall Company, Inc. ("Cohen"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

121. Defendant Col-Cor Industries, Inc. a/k/a Active Glass & Mirror, Inc. ("Col-Cor"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

122. Defendant Cox Millwork & Supply, Inc. ("Cox Millwork"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

123. Defendant Crawford Door Systems, Inc. a/k/a Home Overhead Door Co Inc. ("Crawford Door"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

124. Defendant Creative Touch Interiors, Inc. f/k/a Floors, Inc. f/k/a Rice Planter Carpets, Inc. ("Creative Touch"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

125. Defendant Dennis Brick Distributors ("Dennis Brick"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

126. Defendant Dunn Plumbing Company, Inc. a/k/a DDD, Inc. d/b/a Dunn Plumbing ("Dunn Plumbing"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant

hereto, conducting business in Horry County, South Carolina.

127. Defendant Elite Exteriors, LLC ("Elite Exteriors"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

128. Defendant EOB Concrete, Inc. a/k/a Boyzo's Concrete ("EOB Concrete"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

129. Defendant Ferreira's Drywall a/k/a Ferreira Drywall c/o James Ferreira, Owner ("Ferreira Drywall"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

130. Defendant Ferst Plastering, Inc. a/k/a Ferst Exteriors, Inc. ("Ferst"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

131. Defendant Frank Harris d/b/a Frank Harris Construction ("Frank Harris"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

132. Defendant Gary Hunnell d/b/a Grand Strand Roofing a/k/a Grand Strand Roofing & Siding ("Grand Strand"), upon information and belief, is a business organized

and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

133. Defendant General Landscape Group, LLC a/k/a General Landscape Maintenance, LLC ("GLM"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

134. Defendant Hardworkers Construction LLC, a/k/a Hardworkers Construction Company, LLC a/k/a Hardworkers Construction Company ("Hardworkers Construction"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

135. Defendant Harris Drywall ("Harris Drywall"), upon information and belief, is a business organized and existing under the laws a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

136. Defendant Intracoastal Service Company, Inc. a/k/a Intracoastal Service, Inc. ("Intracoastal Service"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

137. Defendant I.T.P., Inc. a/k/a ITP, Inc. ("ITP"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

138. Defendant Jayco, Inc. ("Jayco"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which

was, at all times relevant hereto, conducting business in Horry County, South Carolina.

139. Defendant Jerry's Concrete a/k/a Jerry McRae Construction, Inc. ("Jerry's Concrete"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

140. Defendant John Frazier a/k/a Roof Doctor of the Carolina's, Inc. ("Roof Doctor"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

141. Defendant JS Elite Flooring Company a/k/a JS Elite Tile Company ("JS Elite"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

142. Defendant LPM Enterprises, Inc. f/k/a Loss Prevention Management, Inc. a/k/a Loss Prevention Management Home Inspections, Inc. ("LPM"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

143. Defendant Mario Garcia Moreno d/b/a Garcia Construction a/k/a Garcia Construction, LLC ("Garcia Construction"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

144. Defendant Martin Mata d/b/a Martin Masonry, Inc. a/k/a Ramon Masonry

("Martin Masonry"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

145. Defendant Michael Dawson d/b/a Michael Dawson Construction, Inc. ("Michael Dawson"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

146. Defendant Pelen, Inc. ("Pelen"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

147. Defendant Richard Blackwell d/b/a Synthetic Designs ("Synthetic Designs"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

148. Defendant RJM Plumbing, Inc. ("RJM"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

149. Defendant Right Way Construction, Inc. a/k/a RWG, Inc. a/k/a Right Way Group, Inc. a/k/a RWGR, Inc. ("RWG"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

150. Defendant Sam's Drywall, Inc. ("Sam's Drywall"), upon information and belief, is a corporation organized and existing under the laws of the State of South

Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

151. Defendant Anse, Inc. a/k/a Integrity Wall Systems, LLC a/k/a South Carolina State Plastering, LLC a/k/a Georgia State Plastering, LLC ("SCSP"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

152. Defendant Setzer & Sons ("Setzer"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

153. Defendant Noe Hernandez a/k/a Noe Hernandez Zuniga d/b/a Speedee Concrete, Inc. ("Speedee Concrete"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

154. Defendant Steven Bosch d/b/a The Roofer Man ("Roofer Man"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

155. Defendant Sunland Fire Protection, Inc. ("Sunland"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

156. Defendant Thomas, Inc. a/k/a Thomas Heating & Cooling, Inc. ("Thomas"),

upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

157. Defendant Top Notch Painters ("Top Notch"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

158. Defendant Trebor Industries, Inc. ("Trebor"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

159. Defendant Universal Forest Products Eastern Division, Inc. a/k/a Universal Forest Products Shoffner, LLC n/k/a UFP Eastern Division, Inc. ("UFP"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

160. Defendant Vereen Concrete Company, Inc. a/k/a Vereen Concrete Construction, Inc. ("Vereen"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

161. Defendant Vance Johnson Plumbing Company, Inc. ("VJP"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

162. Defendant Weather Protection Systems, Inc. ("WPS"), upon information

and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

163. All entities described in paragraphs 93 through 160 are hereinafter collectively referred to as the "Subcontractors".

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

UNDERLYING ACTIONS

165. Between 2000 and 2001, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Cypress Bend Condominiums (the "Cypress Bend Project").

166. Between 2000 and 2003, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Harbour Cove Condominiums (the "Harbour Cove Project").

167. Between 2002 and 2005, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Greenbriar Condominiums (the "Greenbriar Project").

168. Between 2005 and 2007, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Havens Condominiums (the "Havens Project").

169. Between 2001 and 2003, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the River Crossing Condominiums (the "River Crossing Project").

170. Between 2004 and 2005, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Tanglewood Condominiums (the "Tanglewood Project").

171. Between 2002 and 2004, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Woodlands Condominiums (the "Woodlands Project").

172. The Cypress Bend Project, the Harbour Cove Project, the Greenbriar Project, the Havens Project, the River Crossing Project, the Tanglewood Project and the Woodlands Project are hereinafter collectively referred to as the "Barefoot Landing Projects".

173. The Subcontractors were responsible for performing the specific work for the respective Barefoot Landing Projects as identified on the chart attached as **Exhibit "A"**.

174. CENTEX, as well as various Subcontractors, have been sued in Horry County, South Carolina Court of Common Pleas for alleged defects in the construction of the foregoing Barefoot Landing Projects. More specifically, the following actions have been filed:

- a. *The Cypress Bend Condominium Association, et al., v. Centex Homes, A Nevada General Partnership, et al.*, case number 2014-CP-26-1226, filed March 3, 2014, a copy of the Complaint is attached hereto as **Exhibit "B"**;
- b. *The Greenbriar Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case number 2014-CP-26-8136, filed December 9, 2014, a copy of the Complaint is attached hereto as **Exhibit "C"**;
- c. *The Harbour Cove Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case number 2014-CP-26-7634, filed November 13, 2014, a copy of the Complaint is attached hereto as **Exhibit "D"**;

- d. *The Havens Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case number 2015-CP-26-0118, filed January 9, 2015, a copy of all iterations of the Complaint is attached hereto as **Exhibit "E"**;
- e. *The River Crossing Condominium Association and Vincent J. Tamburro, on behalf of himself and others similarly situated v. Centex Homes, A Nevada General Partnership, et al.*, case number 2015-CP-26-0279, filed January 13, 2015, a copy of the Complaint is attached hereto as **Exhibit "F"**;
- f. *The Tanglewood Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case numbers 2015-CP-26-2718 and 2015-CP-26-2719, filed April 10, 2015, a copy of the Complaint is attached hereto as **Exhibit "G"**;
- g. *Mark E. Lane, on behalf of himself and others similarly situated v. Centex homes, A Nevada General Partnership, et al.*, case number 2015-CP-26-3388, filed May 7, 2015, a copy of the Complaint is attached hereto as **Exhibit "H"**;
- h. *The Woodlands Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case number 2015-CP-26-4514, a copy of the Complaint is attached hereto as **Exhibit "I"**;

(hereinafter collectively the "Underlying Actions").

175. In said Underlying Actions, the respective plaintiffs have alleged that defects occurred at the Barefoot Landing Projects as a result of the work of CENTEX and the Subcontractors, as identified on the attached **Exhibit "A"**. The allegations of the respective Complaints in the Underlying Actions clearly implicate the work of INSURERS' named insureds, the Subcontractors, detailed *infra*.

176. CENTEX subsequently filed Crossclaims against the existing Subcontractor Defendants as well as a Third-Party Complaint in the Underlying Actions against additional Subcontractors. Copies of the operative Crossclaims and Third-Party Complaints are attached hereto as **Exhibit "J"**.

177. As to the Barefoot Landing Projects, each of the Subcontractors entered into subcontracts with CENTEX to perform the work identified for that particular project as indicated on the attached **Exhibit "A"** (hereinafter collectively the "Subcontracts").

Each of the Subcontracts contained requirements that the respective Subcontractor procure insurance coverage specifically naming CENTEX as an additional insured or otherwise providing coverage to CENTEX as an additional insured via a blanket additional insured endorsement. To the extent CENTEX is not currently in possession of a subcontract with a certain Subcontractor, it is believed there was a subcontract but same is either lost or stolen. However, CENTEX believes the existence of same can and will be proven through extrinsic evidence and/or discovery.

INSURANCE POLICIES

178. Upon information and belief, the insurance policies identified in the chart attached as Exhibit "K" were issued by the respective INSURERS to the respective Subcontractors as identified on Exhibit "K" (collectively "POLICIES").

179. Upon information and belief, CENTEX is either specifically named or otherwise qualifies as an additional insured on each of the POLICIES.

180. To the extent the undersigned is currently in possession of complete and/or certified copies of the above referenced POLICIES, same will be filed separate in the Court file due to the volume of same, but are specifically incorporated herein by reference.

181. To the extent there are POLICIES referenced on Exhibit "K" that CENTEX is not in possession of, CENTEX requested said policies informally, but has not yet received a copy of same. However, CENTEX anticipates receiving full certified copies of those policies during discovery in this matter and will be filed separately in the court records, to the extent necessary.

COUNT I-DECLARATORY RELIEF

182. CENTEX re-alleges and incorporates the allegations contained in paragraphs 1 through 181, *supra*, as if such allegations had been fully set forth herein.

183. CENTEX is in doubt as to its rights, duties, and obligations owed to it pursuant to the POLICIES and the applicability of those particular POLICIES to the respective Underlying Actions on Exhibit "K" as indicated by the "X" in each particular Barefoot Landing Project's box on Exhibit "K", including but not limited to, CENTEX's status as an additional insured under the POLICIES, whether each Subcontractor, as the named insured, has coverage for the Underlying Actions under their respective POLICIES, whether the damages sustained constitute a covered loss under the POLICIES. Thus, CENTEX is in need of and entitled to a judicial declaration of its rights regarding the same.

184. More specifically, CENTEX believes coverage is available under one or more of the POLICIES because the damages claimed against CENTEX in the Underlying Actions:

- a. constitute an "occurrence" under the POLICIES;
- b. fall within the completed operations hazard;
- c. damage to property occurred;
- d. property damage to other work was the result of the errors and omissions of Subcontractors; and/or
- e. damage occurred on the portion of the premises upon which neither CENTEX nor the Subcontractors were working directly or indirectly while performing operations;

f. are covered under the POLICIES; and

g. triggered a duty under the POLICIES to defend CENTEX.

185. CENTEX and/or the Subcontractors have complied with all conditions precedent to the filing of this lawsuit, and notwithstanding the same, INSURERS have denied the claims in question, and/or have reserved their rights to deny the claims in question. Alternatively, to the extent that CENTEX and/or the Subcontractors have failed to comply with any conditions precedent, the failure to comply with the same did not prejudice and/or is immaterial as an immaterial breach of the subject contracts of insurance as such claims were or would have been denied by INSURERS. Alternatively, INSURERS waived any such conditions and/or are estopped from asserting any defenses related to conditions precedent. More specifically, CENTEX and/or the Subcontractors have plainly given notice of all claims which are the subject of this lawsuit to INSURERS and/or their designated agents.

186. CENTEX has been required to retain the undersigned and is obligated to pay them a reasonable fee for their services.

187. CENTEX as an additional insured under the various policies of insurance, is entitled to the recovery of its' costs and attorney's fees in the present declaratory judgment action in the manner set forth and as provided by Gordon Gallup Realtors v. Cincinnati Ins. Co., 274 S.C. 468, 265 S.E.2d 38 (1980) and Hegler v. Gulf Ins. Co., 270 S.C. 548, 550 243 S.E.2d 443,444 (1978).

188. All parties having any interest in the declarations sought and all other persons having interest therein or adversely affected are joined in this action.

WHEREFORE, Plaintiff, CENTEX HOMES, respectfully requests that this Honorable Court declare the rights of the parties as follows:

- a. That this Court has jurisdiction over the respective parties;
- b. That this Court has jurisdiction over the subject matter;
- c. That each INSURER owes a duty to defend each of their insureds under each of the POLICIES identified above as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions.
- d. That each INSURER owes a duty to indemnify each of their insureds under each of the POLICIES identified above as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions;
- e. That each INSURER owes a duty to defend CENTEX as an additional insured under each of the POLICIES identified above as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- f. That each INSURER owes a duty to indemnify CENTEX as an additional insured under each of the POLICIES identified above as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- g. That the POLICIES were in full force and effect at all times relevant to the claims asserted by CENTEX against Subcontractors;
- h. That any and/or all of the damages and/or claims referenced in the Underlying Actions filed by the Associations against CENTEX represent covered losses under the POLICIES;
- i. That any and/or all of the damages and/or claims referenced in the Third Party Complaints filed by CENTEX against the Subcontractors represent covered losses under the POLICIES;
- j. That no exclusions or other limitations of coverage contained in the POLICIES are applicable to the claims against CENTEX in

the Underlying Actions;

- k. That CENTEX is an additional insured under the POLICIES by operation of an additional insured endorsement specifically naming CENTEX or a Blanket Additional Insured Endorsement;
- l. That CENTEX is entitled to damages in the amount of the covered damages against CENTEX in the Underlying Actions;
- m. CENTEX is entitled to recovery of its defense attorneys' fees and costs CENTEX expended in its defense of the Underlying Actions;
- n. Awarding CENTEX pre-judgment interest;
- o. Awarding CENTEX post-judgment interest;
- p. Such other and further relief as this Court deems just and proper.

COUNT II-DECLARATORY RELIEF AGAINST JOHN DOE INSURERS

189. CENTEX re-alleges and incorporates the allegations contained in paragraphs 1 through 188, *supra*, as if such allegations had been fully set forth herein.

190. Upon information and belief, Defendant, JOHN DOE INSURERS, are insurance companies and/or corporations organized or existing under the laws of another state. Upon information and belief, at all times relevant herein, Defendant JOHN DOE INSURERS were authorized to and doing business in Horry County and the State of South Carolina.

191. Upon information and belief, JOHN DOE INSURERS issued commercial general liability, professional liability, umbrella and/or excess policies of insurance to the following Subcontractors for the following periods of time:

- a. AC Construction from 2004 through 2007 and 2009 through present.
- b. Affordable Construction from 2005 through present.
- c. AK Framing from 2003 through present.

- d. AM Jacobs from 2013 through present.
- e. AO Hardee from 2010 through present.
- f. Ajax from 2004 through 2005 and 2007 through present.
- g. ARS from 2011 through present.
- h. Archer Exteriors from 2014 through present.
- i. Atlantic Building from 2008 through present.
- j. Blue Ribbon from 2003 through present.
- k. Bogle Electric from 2009 through present.
- l. Briggs Masonry from 2008 through present.
- m. BFS Atlantic from 2013 through present.
- n. BFS Southeast from 2013 through present.
- o. Williamson Construction from 2001 through present.
- p. Capital Construction from 2005 through present.
- q. Stock from 2009 through present.
- r. Carolina Drywall from 2010 through present.
- s. Kendall from 2003 through present.
- t. Coastal Carolina from 2002 through present.
- u. Coastal Contract Hardware from 2004 through 2006 and 2016.
- v. Coastal Drywall from 2011 through present.
- w. Coastal Enclosures from 2001 through present.
- x. Cohen from 2014 through present and umbrella policies 2002 through 2003 and 2011 through present.
- y. Col-Cor from 2008 through present.

- z. Cox Millwork from 2007 through present.
- aa. Crawford Door from 2007 through 2014 and 2015 through present.
- bb. Creative Touch from 2007 through present.
- cc. Dennis Brick from 2001 through 2003 and 2006 through present.
- dd. Elite Exteriors from 2008 through present.
- ee. EOB Concrete from 2005 through present.
- ff. Ferreira Drywall from 2001 through present.
- gg. Ferst from 2003 through present.
- hh. Frank Harris from 2001 through present.
- ii. Grand Strand from 2008 through present.
- jj. GLM from 2011 through present.
- kk. Hardworkers Construction from 2008 through present.
- ll. Harris Drywall from 2001 through present.
- mm. Intracoastal Service from 2002 through present.
- nn. ITP from 2005 through present.
- oo. Jayco from 2011 through present.
- pp. Jerry's Concrete from 2001 through present.
- qq. Roof Doctor from 2007 through present.
- rr. JS Elite from 2012 through present.
- ss. LPM from 2004 through present.
- tt. Garcia Construction from 2008 through present.
- uu. Martin Masonry from 2006 through present.
- vv. Michael Dawson from 2008 through present.

- ww. Pelen from 2007 through present.
- xx. Synthetic Designs from 2001 through present.
- yy. RWG from 2008 through present.
- zz. RJM from 2012 through present.
- aaa. Sam's Drywall from 2001 through present.
- bbb. Setzer from 2001 through present.
- ccc. Thomas from 2013 through present.
- ddd. Top Notch from 2001 through present.
- eee. WPS from 2009 through present.

(collectively the "JOHN DOE POLICIES").

192. Upon information and belief, CENTEX as an additional insured by virtue of an additional insured endorsement specifically naming CENTEX and/or a Blanket/Automatic Additional Insured Endorsement.

193. CENTEX has not yet completed its efforts to locate and/or confirm the JOHN DOE INSURERS, but is in the process of attempting to identify the JOHN DOE INSURERS with more specificity. CENTEX has attempted in various ways to identify the JOHN DOE INSURERS including, but not limited to tendering to the known agents for the Subcontractors identified in paragraphs 191 (a) through 191 (eee) above, contacting defense counsel, contacting other known insurers and making diligent efforts to require the disclosure of any and all insurance information in the Construction Action.

194. CENTEX is in doubt as to its rights, duties, and obligations owed to it pursuant to the JOHN DOE POLICIES and the applicability of the JOHN DOE POLICIES to all of the Underlying Actions, including but not limited to, CENTEX's status as an

additional insured under the JOHN DOE POLICIES, whether each Subcontractor, as the named insured, has coverage for the Underlying Actions under their respective JOHN DOE POLICIES, whether the damages sustained constitute a covered loss under the JOHN DOE POLICIES. Thus, CENTEX is in need of and entitled to a judicial declaration of its rights regarding the same.

195. More specifically, CENTEX believes coverage is available under one or more of the JOHN DOE POLICIES because the damages claimed against CENTEX in the Underlying Actions:

- a. constitute an "occurrence" under the JOHN DOE POLICIES;
- b. fall within the completed operations hazard;
- c. damage to property occurred;
- d. property damage to other work was the result of the errors and omissions of Subcontractors; and/or
- e. damage occurred on the portion of the premises upon which neither CENTEX nor the Subcontractors were working directly or indirectly while performing operations;
- f. are covered under the JOHN DOE POLICIES; and
- g. triggered a duty under the JOHN DOE POLICIES to defend CENTEX.

196. CENTEX and/or the Subcontractors have complied with all conditions precedent to the filing of this lawsuit, and notwithstanding the same, JOHN DOE INSURERS have denied the claims in question, and/or have reserved their rights to deny the claims in question. Alternatively, to the extent that CENTEX and/or the Subcontractors have failed to comply with any conditions precedent, the failure to comply

with the same did not prejudice and/or is immaterial as an immaterial breach of the subject contracts of insurance as such claims were or would have been denied by INSURERS. Alternatively, JOHN DOE INSURERS waived any such conditions and/or are estopped from asserting any defenses related to conditions precedent. More specifically, CENTEX and/or the Subcontractors have plainly given notice of all claims which are the subject of this lawsuit to INSURERS and/or their designated agents.

197. CENTEX has been required to retain the undersigned and is obligated to pay them a reasonable fee for their services.

198. CENTEX as an additional insured under the various policies of insurance, is entitled to the recovery of its' costs and attorney's fees in the present declaratory judgment action in the manner set forth and as provided by Gordon Gallup Realtors v. Cincinnati Ins. Co., 274 S.C. 468, 265 S.E.2d 38 (1980) and Hegler v. Gulf Ins. Co., 270 S.C. 548, 550 243 S.E.2d 443,444 (1978).

199. All parties having any interest in the declarations sought and all other persons having interest therein or adversely affected are joined in this action.

WHEREFORE, Plaintiff, CENTEX HOMES, respectfully requests that this Honorable Court declare the rights of the parties as follows:

- a. That this Court has jurisdiction over the respective parties;
- b. That this Court has jurisdiction over the subject matter;
- c. That each INSURER owes a duty to defend each of their insureds under each of the JOHN DOE POLICIES identified above as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions.
- d. That each INSURER owes a duty to indemnify each of their insureds under each of the JOHN DOE POLICIES identified

above as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions;

- e. That each INSURER owes a duty to defend CENTEX as an additional insured under each of the JOHN DOE POLICIES identified above as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- f. That each INSURER owes a duty to indemnify CENTEX as an additional insured under each of the JOHN DOE POLICIES identified above as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- g. That the JOHN DOE POLICIES were in full force and effect at all times relevant to the claims asserted by CENTEX against Subcontractors;
- h. That any and/or all of the damages and/or claims referenced in the Underlying Actions filed by the Associations against CENTEX represent covered losses under the JOHN DOE POLICIES;
- i. That any and/or all of the damages and/or claims referenced in the Third Party Complaints filed by CENTEX against the Subcontractors represent covered losses under the JOHN DOE POLICIES;
- j. That no exclusions or other limitations of coverage contained in the JOHN DOE POLICIES are applicable to the claims against CENTEX in the Underlying Actions;
- k. That CENTEX is an additional insured under the JOHN DOE POLICIES by operation of an additional insured endorsement specifically naming CENTEX or a Blanket Additional Insured Endorsement;
- l. That CENTEX is entitled to damages in the amount of the covered damages against CENTEX in the Underlying Actions;
- m. CENTEX is entitled to recovery of its defense attorneys' fees and costs CENTEX expended in its defense of the Underlying Actions;
- n. Awarding CENTEX pre-judgment interest;

- o. Awarding CENTEX post-judgment interest;
- p. Such other and further relief as this Court deems just and proper.

COUNT III- BREACH OF CONTRACT

200. CENTEX realleges all common allegations, paragraphs 1-199, above as if fully set forth herein.

201. CENTEX demanded that INSURERS for the Subcontractors identified on the attached Exhibit "L", defend and indemnify it for the claims that are the subject of the Underlying Actions pursuant to the POLICIES.

202. The INSURERS for the Subcontractors identified on the attached Exhibit "L", agreed to defend CENTEX as an additional insured under the POLICIES identified on Exhibit "L" pursuant to a complete reservation of rights. However, said respective INSURERS have failed to comply with their accepted obligation by either failing to remit payment to CENTEX in accordance with their accepted obligation, or alternatively, failing to retain defense counsel on CENTEX's behalf. As a result said INSURERS have breached their obligations to CENTEX as an additional insured.

203. Said breach by the INSURERS has resulted in damage to CENTEX in the amount of defense fees and costs, including but not limited to expert costs.

204. CENTEX has complied with all conditions precedent to the filing of this suit, but not withstanding the same, to the extent that there has been some failure to comply with conditions precedent, the failure of CENTEX to comply with said conditions neither prejudiced nor represented a material breach of the subject contracts. Alternatively, INSURERS are estopped from asserting any defenses relating to conditions precedent.

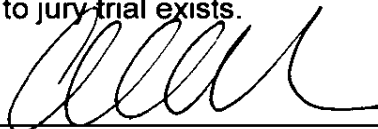
WHEREFORE, Plaintiff, CENTEX HOMES, respectfully requests that this Honorable Court declare the rights of the parties as follows:

- a. That this Court has jurisdiction over the respective parties;
- b. That this Court has jurisdiction over the subject matter;
- c. That each INSURER has agreed to defend their insureds, under each of the POLICIES identified in Exhibit L, as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions.
- d. That each INSURER, as referenced on Exhibit L, is in default of its agreement to defend CENTEX as promised.
- e. That each INSURER, as referenced on Exhibit L, as failed to honor its agreement to defend CENTEX.
- f. That each INSURER owes a duty to indemnify each of their insureds under each of the POLICIES identified in Exhibit L as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions;
- g. That each INSURER owes a duty to defend CENTEX as an additional insured under each of the respective POLICIES identified in Exhibit L as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- h. That each INSURER owes a duty to indemnify CENTEX as an additional insured under each of the POLICIES identified in Exhibit L as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- i. That the POLICIES were in full force and effect at all times relevant to the claims asserted by CENTEX against Subcontractors;
- j. That any and/or all of the damages and/or claims referenced in the Underlying Actions filed by the Associations against CENTEX represent covered losses under the POLICIES;

- k. That any and/or all of the damages and/or claims referenced in the Third Party Complaints filed by CENTEX against the Subcontractors represent covered losses under the POLICIES;
- l. That no exclusions or other limitations of coverage contained in the POLICIES are applicable to the claims against CENTEX in the Underlying Actions;
- m. That CENTEX is an additional insured under the POLICIES by operation of an additional insured endorsement specifically naming CENTEX or a Blanket Additional Insured Endorsement;
- n. That CENTEX is entitled to damages in the amount of the covered damages against CENTEX in the Underlying Actions;
- o. CENTEX is entitled to recovery of its defense attorneys' fees and costs CENTEX expended in its defense of the Underlying Actions;
- p. Awarding CENTEX pre-judgment interest;
- q. Awarding CENTEX post-judgment interest;
- r. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rules 38 and 39, SCRCP, Plaintiff hereby demands trial by jury as to all claims and issues for which a right to jury trial exists.



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BOYLE & LEONARD, P.A.
2050 McGregor Boulevard
Fort Myers, FL 33901
(239) 337-1303
aanderson@insurance-counsel.com

ATTORNEY FOR PLAINTIFFS

October 18, 2016

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON
PLEAS FIFTEENTH JUDICIAL
CIRCUIT

CENTEX HOMES, a Nevada General
Partnership

Plaintiff,

CASE NO.: 2016-CP-26-6670

v.

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION; THE CYPRESS BEND
HORIZONTAL PROPERTY REGIME; THE
HARBOUR COVE CONDOMINIUM ASSOCIATION;
THE GREENBRIAR CONDOMINIUM
ASSOCIATION; THE HAVENS CONDOMINIUM
ASSOCIATION; THE RIVER CROSSING
CONDOMINIUM ASSOCIATION; VINCENT J.
TAMBURRO, ON BEHALF OF HIMSELF AND
OTHERS SIMILARLY SITUATED; THE
TANGLEWOOD CONDOMINIUM ASSOCIATION;
THE WOODLANDS CONDOMINIUM
ASSOCIATION; MARK E. LANE, ON BEHALF OF
HIMSELF AND OTHERS SIMILARLY SITUATED;

ADMIRAL INSURANCE CO., AMERICAN EMPIRE
SURPLUS LINES INSURANCE COMPANY,
AMERICAN GUARANTEE AND LIABILITY INS CO,
AMERICAN HOME ASSURANCE CO, AMERICAN
SOUTHERN INS CO, AMERISURE INSURANCE
COMPANY, AMERISURE MUTUAL INSURANCE
COMPANY, AMERISURE MUTUAL INSURANCE
COMPANY F/K/A MICHIGAN MUTUAL
INSURANCE COMPANY, AMTRUST
INTERNATIONAL UNDERWRITERS, LIMITED,
ANSUR AMERICA INSURANCE COMPANY, ARCH
INSURANCE COMPANY, ASSOCIATED
INDUSTRIES INSURANCE COMPANY, INC., ATAIN
SPECIALTY INSURANCE COMPANY F/K/A USF
INSURANCE COMPANY, AUTO-OWNERS
INSURANCE COMPANY, AWC I INSURANCE
COMPANY, LTD., BITCO GENERAL INSURANCE
CORPORATION F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO NATIONAL INSURANCE
COMPANY F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO GENERAL INSURANCE

AMENDED SUMMONS

HORRY COUNTY
2016 OCT 25 PM 12:47
CLERK OF COURT

CORPORATION F/K/A BITUMINOUS INS CO,
BITCO NATIONAL INSURANCE COMPANY F/K/A
BITUMINOUS INS CO, BUILDERS MUTUAL INS
CO, COLUMBIA CASUALTY CO., COMMERCE
AND INDUSTRY INS CO, CRUM & FORSTER
SPECIALTY INSURANCE COMPANY, DISCOVER
PROPERTY & CASUALTY INSURANCE
COMPANY, ERIE INSURANCE EXCHANGE,
EVANSTON INSURANCE COMPANY, AS
SUCCESSOR BY MERGER TO ESSEX
INSURANCE COMPANY, EVEREST NATIONAL
INSURANCE COMPANY, FEDERATED MUTUAL
INS CO, FEDERATED SERVICE INSURANCE
COMPANY, FCCI INSURANCE COMPANY,
FIREMEN'S INS. CO. OF WASHINGTON, D.C.,
FIRST FINANCIAL INSURANCE CO., FIRST
MERCURY INSURANCE COMPANY, HANNOVER
RUCK SE, AS SUCCESSOR BY MERGER TO
CLARENDON AMERICA INSURANCE COMPANY,
HARLEYSVILLE INSURANCE COMPANY,
HARTFORD CASUALTY INSURANCE COMPANY,
HARTFORD FIRE INS CO, HARTFORD
UNDERWRITERS INSURANCE COMPANY,
INSURANCE COMPANY OF THE STATE OF
PENNSYLVANIA, INTERSTATE FIRE & CASUALTY
COMPANY, LIBERTY INSURANCE
CORPORATION, LIBERTY MUTUAL FIRE INS CO,
LIBERTY MUTUAL INS CO, MAIN STREET
AMERICA ASSURANCE COMPANY,
MONTGOMERY MUTUAL INSURANCE COMPANY,
NATIONAL CASUALTY CO, NATIONAL FIRE &
MARINE INSURANCE COMPANY, NATIONAL FIRE
INS CO OF HARTFORD, AS SBM TO
TRANSCONTINENTAL INSURANCE COMPANY,
NATIONAL TRUST INSURANCE COMPANY,
NATIONAL UNION FIRE INS CO OF PITTSBURGH
PA, NATIONAL UNION FIRE INS CO OF
PITTSBURGH PA, AS PARENT COMPANY OF
CHARTIS SPECIALTY INS COMPANY F/K/A
AMERICAN INTERNATIONAL SPECIALTY LINES
INSURANCE COMPANY, INC., NATIONWIDE
MUTUAL FIRE INS CO, NAUTILUS INSURANCE
COMPANY, NGM INSURANCE COMPANY, NORTH

POINTE INSURANCE COMPANY SBM CAPITAL
CITY INSURANCE CO., OHIO CASUALTY INS CO,
OWNERS INSURANCE CO, PACIFIC EMPLOYERS
INSURANCE CO, PEERLESS INDEMNITY INS CO,
PEERLESS INS CO, PENNSYLVANIA
LUMBERMENS MUTUAL INS CO, PENNSYLVANIA
NATIONAL MUTUAL CASUALTY INS CO,
PROPERTY AND CASUALTY INSURANCE CO. OF
HARTFORD, SCOTTSDALE INSURANCE
COMPANY, SELECTIVE INSURANCE COMPANY
OF SOUTH CAROLINA, SELECTIVE INSURANCE
COMPANY OF THE SOUTHEAST, SOUTH
CAROLINA INSURANCE COMPANY, STATE FARM
FIRE & CASUALTY CO, STEADFAST INSURANCE
COMPANY, TRAVELERS INDEMNITY CO,
TRAVELERS PROPERTY CASUALTY COMPANY
OF AMERICA, THE TRAVELERS INDEMNITY
COMPANY OF AMERICA, UNION INSURANCE
COMPANY, UNITED SPECIALTY INSURANCE
COMPANY, WESCO INSURANCE CO, WESTFIELD
INS CO, ZURICH AMERICAN INSURANCE
COMPANY, ZURICH AMERICAN INSURANCE
COMPANY, AS SUCCESSOR BY MERGER TO
ASSURANCE COMPANY OF AMERICA, ZURICH
AMERICAN INSURANCE COMPANY, AS
SUCCESSOR BY MERGER TO NORTHERN
INSURANCE COMPANY OF NEW YORK, JOHN
DOE INSURERS,

A.M. JACOBS, INC., A.O. HARDEE & SON, INC.,
A.C. CONSTRUCTION, INC., AFFORDABLE
CONSTRUCTION, LLC F/K/A AFFORDABLE
DRYWALL, LLC F/K/A CASTRO CONSTRUCTION,
INC., AJAX CONSTRUCTION, LLC, AK FRAMING,
ARCHER EXTERIORS, INC., AMERICAN
RESIDENTIAL SERVICES, LLC D/B/A AMERICAN
RESIDENTIAL SERVICES OF SOUTH CAROLINA,
INC. A/K/A AMERICAN RESIDENTIAL SERVICES
L.L.C. D/B/A ARS SERVICE EXPRESS, ATLANTIC
BUILDING COMPONENTS & SERVICES, INC.,
BLUE RIBBON CLEANING SERVICE, INC., BOGLE
ELECTRIC, INC., BR BRICK & MASONRY, INC.
N/K/A BR BRICK & STONE, L.P. A/K/A BR
MASONRY HOLDINGS, LP D/B/A BR BRICK &
STONE, LP, BRIGGS MASONRY, INC., BUILDERS

FIRSTSOURCE - ATLANTIC GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - ATLANTIC GROUP, INC., BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, INC., CAPITAL CONSTRUCTION GROUP, LLC A/K/A CAPITAL CONSTRUCTION GROUP, INC., CARL WILLIAMSON D/B/A WILLIAMSON CONSTRUCTION & WATERPROOFING, A/K/A WILLIAMSON CONSTRUCTION, INC., A/K/A WILLIAMSON CONSTRUCTION, LLC, CAROLINA BUILDERS CORPORATION N/K/A STOCK BUILDING SUPPLY, LLC F/K/A STOCK BUILDING SUPPLY, INC., A/K/A WOLSELEY INVESTMENTS INC., A/K/A FERGUSON ENTERPRISES, INC., A/K/A STOCK BUILDINGS SUPPLY, INC., CAROLINA COOL, INC. F/K/A CAROLINA COOLING AND PLUMBING, INC., CAROLINA DRYWALL & INTERIORS, INC. A/K/A CAROLINA DRYWALL INTERIORS, INC. A/K/A CAROLINA DRYWALL CONTRACTORS, INC., CARPETS BY KENDALL, INC., COASTAL CAROLINA MECHANICAL CONTRACTORS, COASTAL CONTRACT HARDWARE, COASTAL DRYWALL, INC. D/B/A COASTAL PLASTER SYSTEMS, INC., COASTAL ENCLOSURES & CONSTRUCTION, INC., COHEN'S CONSTRUCTION CO., INC. A/K/A COHEN'S DRYWALL COMPANY, INC., COL-COR INDUSTRIES, INC. A/K/A ACTIVE GLASS & MIRROR, INC., COX MILLWORK & SUPPLY, INC., CRAWFORD DOOR SYSTEMS, INC. A/K/A HORNE OVERHEAD DOOR CO INC., CREATIVE TOUCH INTERIORS, INC. F/K/A FLOORS, INC. F/K/A RICE PLANTER CARPETS, INC., DENNIS BRICK DISTRIBUTORS, DUNN PLUMBING COMPANY, INC. A/K/A DDD, INC. D/B/A DUNN PLUMBING, ELITE EXTERIORS, LLC, EOB CONCRETE, INC. A/K/A BOYZO'S CONCRETE, FERREIRA'S DRYWALL A/K/A FERREIRA DRYWALL C/O JAMES FERREIRA, OWNER, FERST PLASTERING, INC. A/K/A FERST EXTERIORS, INC., FRANK HARRIS D/B/A FRANK HARRIS CONSTRUCTION, GARY HUNNELL D/B/A GRAND STRAND ROOFING A/K/A GRAND STRAND ROOFING & SIDING, GENERAL LANDSCAPE GROUP, LLC A/K/A GENERAL LANDSCAPE

MAINTENANCE, LLC, HARDWORKERS
CONSTRUCTION, LLC, A/K/A HARDWORKERS
CONSTRUCTION COMPANY, LLC A/K/A
HARDWORKERS CONSTRUCTION COMPANY,
HARRIS DRYWALL, INTRACOASTAL SERVICE
COMPANY, INC. A/K/A INTRACOASTAL SERVICE,
INC., ITP, INC. A/K/A I.T.P., INC., JAYCO, INC.,
JERRY'S CONCRETE A/K/A JERRY MCRAE
CONSTRUCTION, INC., JOHN FRAZIER A/K/A
ROOF DOCTOR OF THE CAROLINA'S, INC., JS
ELITE FLOORING COMPANY A/K/A JS ELITE TILE
COMPANY, LPM ENTERPRISES, INC. F/K/A LOSS
PREVENTION MANAGEMENT, INC. A/K/A LOSS
PREVENTION MANAGEMENT HOME
INSPECTIONS, INC., MARIO GARCIA MORENO
D/B/A GARCIA CONSTRUCTION A/K/A GARCIA
CONSTRUCTION, LLC, MARTIN MATA D/B/A
MARTIN MASONRY, INC. A/K/A RAMON
MASONRY, MICHAEL DAWSON D/B/A MICHAEL
DAWSON CONSTRUCTION, INC., PELEN, INC.,
RICHARD BLACKWELL D/B/A SYNTHETIC
DESIGNS, RJM PLUMBING, INC., RIGHT WAY
CONSTRUCTION, INC. A/K/A RWG, INC. A/K/A
RIGHT WAY GROUP, INC. A/K/A RWGR, INC.,
SAM'S DRYWALL, INC., ANSE, INC. A/K/A
INTEGRITY WALL SYSTEMS, LLC, A/K/A SOUTH
CAROLINA STATE PLASTERING, LLC, A/K/A
GEORGIA STATE PLASTERING, LLC, SETZER &
SONS, NOE HERNANDEZ A/K/A NOE
HERNANDEZ ZUNIGA D/B/A SPEEDEE
CONCRETE, INC., STEVEN BOSCH D/B/A THE
ROOFER MAN, SUNLAND FIRE PROTECTION,
INC., THOMAS, INC. A/K/A THOMAS HEATING &
COOLING, INC., TOP NOTCH PAINTERS, TREBOR
INDUSTRIES, INC., UNIVERSAL FOREST
PRODUCTS EASTERN DIVISION, INC. A/K/A
UNIVERSAL FOREST PRODUCTS SHOFFNER,
LLC N/K/A UFP EASTERN DIVISION, INC.,
VEREEN CONCRETE COMPANY, INC., A/K/A
VEREEN CONCRETE CONSTRUCTION, INC.,
VANCE JOHNSON PLUMBING COMPANY, INC.,
WEATHER PROTECTION SYSTEMS, INC.,

Defendants.

//

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Amended Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer to said Amended Complaint on the below subscribed attorney at her office at 2050 McGregor Blvd., Fort Myers, Florida 33901 within thirty (30) days after the service hereof exclusive of the day of such service; and if you fail to answer the Amended Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in this action.



Amanda K. Anderson (SCB# 102174)
BOYLE & LEONARD, P.A.
2050 McGregor Blvd.
Fort Myers, FL 33901
(239) 337-1303
aanderson@insurance-counsel.com

ATTORNEYS FOR PLAINTIFF

October 25, 2016

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON
PLEAS FIFTEENTH JUDICIAL
CIRCUIT

CENTEX HOMES, a Nevada General
Partnership

Plaintiff,

CASE NO.: 2016-CP-26-6670

v.

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION; THE CYPRESS BEND
HORIZONTAL PROPERTY REGIME; THE
HARBOUR COVE CONDOMINIUM ASSOCIATION;
THE GREENBRIAR CONDOMINIUM
ASSOCIATION; THE HAVENS CONDOMINIUM
ASSOCIATION; THE RIVER CROSSING
CONDOMINIUM ASSOCIATION; VINCENT J.
TAMBURO, ON BEHALF OF HIMSELF AND
OTHERS SIMILARLY SITUATED; THE
TANGLEWOOD CONDOMINIUM ASSOCIATION;
THE WOODLANDS CONDOMINIUM
ASSOCIATION; MARK E. LANE, ON BEHALF OF
HIMSELF AND OTHERS SIMILARLY SITUATED;

ADMIRAL INSURANCE CO., AMERICAN EMPIRE
SURPLUS LINES INSURANCE COMPANY,
AMERICAN GUARANTEE AND LIABILITY INS CO,
AMERICAN HOME ASSURANCE CO, AMERICAN
SOUTHERN INS CO, AMERISURE INSURANCE
COMPANY, AMERISURE MUTUAL INSURANCE
COMPANY, AMERISURE MUTUAL INSURANCE
COMPANY F/K/A MICHIGAN MUTUAL
INSURANCE COMPANY, AMTRUST
INTERNATIONAL UNDERWRITERS, LIMITED,
ANSUR AMERICA INSURANCE COMPANY, ARCH
INSURANCE COMPANY, ASSOCIATED
INDUSTRIES INSURANCE COMPANY, INC., ATAIN
SPECIALTY INSURANCE COMPANY F/K/A USF
INSURANCE COMPANY, AUTO-OWNERS
INSURANCE COMPANY, AWC I INSURANCE
COMPANY, LTD., BITCO GENERAL INSURANCE
CORPORATION F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO NATIONAL INSURANCE
COMPANY F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO GENERAL INSURANCE

AMENDED COMPLAINT

(Jury Trial Demanded)

FILED
2016 OCT 25 PM 12:47
CLERK OF COURT

CORPORATION F/K/A BITUMINOUS INS CO,
BITCO NATIONAL INSURANCE COMPANY F/K/A
BITUMINOUS INS CO, BUILDERS MUTUAL INS
CO, COLUMBIA CASUALTY CO., COMMERCE
AND INDUSTRY INS CO, CRUM & FORSTER
SPECIALTY INSURANCE COMPANY, DISCOVER
PROPERTY & CASUALTY INSURANCE
COMPANY, ERIE INSURANCE EXCHANGE,
EVANSTON INSURANCE COMPANY, AS
SUCCESSOR BY MERGER TO ESSEX
INSURANCE COMPANY, EVEREST NATIONAL
INSURANCE COMPANY, FEDERATED MUTUAL
INS CO, FEDERATED SERVICE INSURANCE
COMPANY, FCCI INSURANCE COMPANY,
FIREMEN'S INS. CO. OF WASHINGTON, D.C.,
FIRST FINANCIAL INSURANCE CO., FIRST
MERCURY INSURANCE COMPANY, HANNOVER
RUCK SE, AS SUCCESSOR BY MERGER TO
CLARENDON AMERICA INSURANCE COMPANY,
HARLEYSVILLE INSURANCE COMPANY,
HARTFORD CASUALTY INSURANCE COMPANY,
HARTFORD FIRE INS CO, HARTFORD
UNDERWRITERS INSURANCE COMPANY,
INSURANCE COMPANY OF THE STATE OF
PENNSYLVANIA, INTERSTATE FIRE & CASUALTY
COMPANY, LIBERTY INSURANCE
CORPORATION, LIBERTY MUTUAL FIRE INS CO,
LIBERTY MUTUAL INS CO, MAIN STREET
AMERICA ASSURANCE COMPANY,
MONTGOMERY MUTUAL INSURANCE COMPANY,
NATIONAL CASUALTY CO, NATIONAL FIRE &
MARINE INSURANCE COMPANY, NATIONAL FIRE
INS CO OF HARTFORD, AS SBM TO
TRANSCONTINENTAL INSURANCE COMPANY,
NATIONAL TRUST INSURANCE COMPANY,
NATIONAL UNION FIRE INS CO OF PITTSBURGH
PA, NATIONAL UNION FIRE INS CO OF
PITTSBURGH PA, AS PARENT COMPANY OF
CHARTIS SPECIALTY INS COMPANY F/K/A
AMERICAN INTERNATIONAL SPECIALTY LINES
INSURANCE COMPANY, INC., NATIONWIDE
MUTUAL FIRE INS CO, NAUTILUS INSURANCE
COMPANY, NGM INSURANCE COMPANY, NORTH

POINTE INSURANCE COMPANY SBM CAPITAL CITY INSURANCE CO., OHIO CASUALTY INS CO, OWNERS INSURANCE CO, PACIFIC EMPLOYERS INSURANCE CO, PEERLESS INDEMNITY INS CO, PEERLESS INS CO, PENNSYLVANIA LUMBERMENS MUTUAL INS CO, PENNSYLVANIA NATIONAL MUTUAL CASUALTY INS CO, PROPERTY AND CASUALTY INSURANCE CO. OF HARTFORD, SCOTTSDALE INSURANCE COMPANY, SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA, SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST, SOUTH CAROLINA INSURANCE COMPANY, STATE FARM FIRE & CASUALTY CO, STEADFAST INSURANCE COMPANY, TRAVELERS INDEMNITY CO, TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA, THE TRAVELERS INDEMNITY COMPANY OF AMERICA, UNION INSURANCE COMPANY, UNITED SPECIALTY INSURANCE COMPANY, WESCO INSURANCE CO, WESTFIELD INS CO, ZURICH AMERICAN INSURANCE COMPANY, ZURICH AMERICAN INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO ASSURANCE COMPANY OF AMERICA, ZURICH AMERICAN INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO NORTHERN INSURANCE COMPANY OF NEW YORK, JOHN DOE INSURERS,

A.M. JACOBS, INC., A.O. HARDEE & SON, INC., A.C. CONSTRUCTION, INC., AFFORDABLE CONSTRUCTION, LLC F/K/A AFFORDABLE DRYWALL, LLC F/K/A CASTRO CONSTRUCTION, INC., AJAX CONSTRUCTION, LLC, AK FRAMING, ARCHER EXTERIORS, INC., AMERICAN RESIDENTIAL SERVICES, LLC D/B/A AMERICAN RESIDENTIAL SERVICES OF SOUTH CAROLINA, INC. A/K/A AMERICAN RESIDENTIAL SERVICES L.L.C. D/B/A ARS SERVICE EXPRESS, ATLANTIC BUILDING COMPONENTS & SERVICES, INC., BLUE RIBBON CLEANING SERVICE, INC., BOGLE ELECTRIC, INC., BR BRICK & MASONRY, INC. N/K/A BR BRICK & STONE, L.P. A/K/A BR MASONRY HOLDINGS, LP D/B/A BR BRICK & STONE, LP, BRIGGS MASONRY, INC., BUILDERS

FIRSTSOURCE - ATLANTIC GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - ATLANTIC GROUP, INC., BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, INC., CAPITAL CONSTRUCTION GROUP, LLC A/K/A CAPITAL CONSTRUCTION GROUP, INC., CARL WILLIAMSON D/B/A WILLIAMSON CONSTRUCTION & WATERPROOFING, A/K/A WILLIAMSON CONSTRUCTION, INC., A/K/A WILLIAMSON CONSTRUCTION, LLC, CAROLINA BUILDERS CORPORATION N/K/A STOCK BUILDING SUPPLY, LLC F/K/A STOCK BUILDING SUPPLY, INC., A/K/A WOLSELEY INVESTMENTS INC., A/K/A FERGUSON ENTERPRISES, INC., A/K/A STOCK BUILDINGS SUPPLY, INC., CAROLINA COOL, INC. F/K/A CAROLINA COOLING AND PLUMBING, INC., CAROLINA DRYWALL & INTERIORS, INC. A/K/A CAROLINA DRYWALL INTERIORS, INC. A/K/A CAROLINA DRYWALL CONTRACTORS, INC., CARPETS BY KENDALL, INC., COASTAL CAROLINA MECHANICAL CONTRACTORS, COASTAL CONTRACT HARDWARE, COASTAL DRYWALL, INC. D/B/A COASTAL PLASTER SYSTEMS, INC., COASTAL ENCLOSURES & CONSTRUCTION, INC., COHEN'S CONSTRUCTION CO., INC. A/K/A COHEN'S DRYWALL COMPANY, INC., COL-COR INDUSTRIES, INC. A/K/A ACTIVE GLASS & MIRROR, INC., COX MILLWORK & SUPPLY, INC., CRAWFORD DOOR SYSTEMS, INC. A/K/A HORNE OVERHEAD DOOR CO INC., CREATIVE TOUCH INTERIORS, INC. F/K/A FLOORS, INC. F/K/A RICE PLANTER CARPETS, INC., DENNIS BRICK DISTRIBUTORS, DUNN PLUMBING COMPANY, INC. A/K/A DDD, INC. D/B/A DUNN PLUMBING, ELITE EXTERIORS, LLC, EOB CONCRETE, INC. A/K/A BOYZO'S CONCRETE, FERREIRA'S DRYWALL A/K/A FERREIRA DRYWALL C/O JAMES FERREIRA, OWNER, FERST PLASTERING, INC. A/K/A FERST EXTERIORS, INC., FRANK HARRIS D/B/A FRANK HARRIS CONSTRUCTION, GARY HUNNELL D/B/A GRAND STRAND ROOFING A/K/A GRAND STRAND ROOFING & SIDING, GENERAL LANDSCAPE GROUP, LLC A/K/A GENERAL LANDSCAPE

MAINTENANCE, LLC, HARDWORKERS
CONSTRUCTION, LLC, A/K/A HARDWORKERS
CONSTRUCTION COMPANY, LLC A/K/A
HARDWORKERS CONSTRUCTION COMPANY,
HARRIS DRYWALL, INTRACOASTAL SERVICE
COMPANY, INC. A/K/A INTRACOASTAL SERVICE,
INC., ITP, INC. A/K/A I.T.P., INC., JAYCO, INC.,
JERRY'S CONCRETE A/K/A JERRY MCRAE
CONSTRUCTION, INC., JOHN FRAZIER A/K/A
ROOF DOCTOR OF THE CAROLINA'S, INC., JS
ELITE FLOORING COMPANY A/K/A JS ELITE TILE
COMPANY, LPM ENTERPRISES, INC. F/K/A LOSS
PREVENTION MANAGEMENT, INC. A/K/A LOSS
PREVENTION MANAGEMENT HOME
INSPECTIONS, INC., MARIO GARCIA MORENO
D/B/A GARCIA CONSTRUCTION A/K/A GARCIA
CONSTRUCTION, LLC, MARTIN MATA D/B/A
MARTIN MASONRY, INC. A/K/A RAMON
MASONRY, MICHAEL DAWSON D/B/A MICHAEL
DAWSON CONSTRUCTION, INC., PELEN, INC.,
RICHARD BLACKWELL D/B/A SYNTHETIC
DESIGNS, RJM PLUMBING, INC., RIGHT WAY
CONSTRUCTION, INC. A/K/A RWG, INC. A/K/A
RIGHT WAY GROUP, INC. A/K/A RWGR, INC.,
SAM'S DRYWALL, INC., ANSE, INC. A/K/A
INTEGRITY WALL SYSTEMS, LLC, A/K/A SOUTH
CAROLINA STATE PLASTERING, LLC, A/K/A
GEORGIA STATE PLASTERING, LLC, SETZER &
SONS, NOE HERNANDEZ A/K/A NOE
HERNANDEZ ZUNIGA D/B/A SPEEDEE
CONCRETE, INC., STEVEN BOSCH D/B/A THE
ROOFER MAN, SUNLAND FIRE PROTECTION,
INC., THOMAS, INC. A/K/A THOMAS HEATING &
COOLING, INC., TOP NOTCH PAINTERS, TREBOR
INDUSTRIES, INC., UNIVERSAL FOREST
PRODUCTS EASTERN DIVISION, INC. A/K/A
UNIVERSAL FOREST PRODUCTS SHOFFNER,
LLC N/K/A UFP EASTERN DIVISION, INC.,
VEREEN CONCRETE COMPANY, INC., A/K/A
VEREEN CONCRETE CONSTRUCTION, INC.,
VANCE JOHNSON PLUMBING COMPANY, INC.,
WEATHER PROTECTION SYSTEMS, INC.,

Defendants.

//

COMES NOW, the Plaintiff, CENTEX HOMES for itself and for the benefit of CENTEX CONSTRUCTION COMPANY, INC., CENTEX CONSTRUCTION, LLC, CENTEX ROONEY CONSTRUCTION, CO., INC., CENTEX-RODGERS, INC., BALFOUR BEATTY CONSTRUCTION, LLC f/k/a CENTEX CONSTRUCTION, INC. (collectively "CENTEX"), by and through their undersigned counsel, and sues Defendants named herein, and allege as follows:

JURISDICTION & VENUE

1. This is an action for declaratory relief pursuant to the S.C. Code Ann. §§ 15-53-10 et. seq.

2. In accordance with S.C. Code Ann. § 15-53-80, all of the parties herein are proper parties to this action in that each has or claims an interest that would be affected by the requested declaration.

3. Venue is appropriate in Horry County, South Carolina, because the incidents at issue in the Underlying Actions (defined herein) are alleged to have occurred in Horry County, South Carolina.

PARTIES

4. The Plaintiff, CENTEX was at all times material hereto a corporation doing business in Horry County, South Carolina.

5. Upon information and belief, Defendant ADMIRAL INSURANCE CO. ("ADMIRAL") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant ADMIRAL was authorized to and doing business in Horry County and the State of South Carolina.

6. Upon information and belief, Defendant AMERICAN EMPIRE SURPLUS LINES INSURANCE COMPANY ("AMERICAN EMPIRE") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant AMERICAN EMPIRE was authorized to and doing business in Horry County and the State of South Carolina.

7. Upon information and belief, Defendant AMERICAN GUARANTEE AND LIABILITY INS CO ("AGLIC") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant AGLIC was authorized to and doing business in Horry County and the State of South Carolina.

8. Upon information and belief, Defendant AMERICAN HOME ASSURANCE CO ("AHA") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant AHA was authorized to and doing business in Horry County and the State of South Carolina.

9. Upon information and belief, Defendant AMERICAN SOUTHERN INS CO ("ASIC") is an insurance company and/or corporation organized or existing under the laws of the State of Kansas. Upon information and belief, at all times relevant herein, Defendant ASIC was authorized to and doing business in Horry County and the State of South Carolina.

10. Upon information and belief, Defendant AMERISURE INSURANCE COMPANY ("AMERISURE") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times

relevant herein, Defendant AMERISURE was authorized to and doing business in Horry County and the State of South Carolina.

11. Upon information and belief, Defendant AMERISURE MUTUAL INSURANCE COMPANY ("AMERISURE MUTUAL") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant AMERISURE MUTUAL was authorized to and doing business in Horry County and the State of South Carolina.

12. Upon information and belief, Defendant AMERISURE MUTUAL INSURANCE COMPANY F/K/A MICHIGAN MUTUAL INSURANCE COMPANY ("MICHIGAN MUTUAL") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant MICHIGAN MUTUAL was authorized to and doing business in Horry County and the State of South Carolina.

13. Upon information and belief, Defendant AMTRUST INTERNATIONAL UNDERWRITERS, LIMITED ("AMTRUST") is an insurance company and/or corporation organized or existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein, Defendant AMTRUST was authorized to and doing business in Horry County and the State of South Carolina.

14. Upon information and belief, Defendant ANSUR AMERICA INSURANCE COMPANY ("ANSUR") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant ANSUR was authorized to and doing business in Horry County and the State of South Carolina.

15. Upon information and belief, Defendant ARCH INSURANCE COMPANY ("ARCH") is an insurance company and/or corporation organized or existing under the laws of the State of Missouri. Upon information and belief, at all times relevant herein, Defendant ARCH was authorized to and doing business in Horry County and the State of South Carolina.

16. Upon information and belief, Defendant ASSOCIATED INDUSTRIES INSURANCE COMPANY, INC. ("ASSOCIATED INDUSTRIES") is an insurance company and/or corporation organized or existing under the laws of the State of Florida. Upon information and belief, at all times relevant herein, Defendant ASSOCIATED INDUSTRIES was authorized to and doing business in Horry County and the State of South Carolina.

17. Upon information and belief, Defendant ATAIN SPECIALTY INSURANCE COMPANY f/k/a USF INSURANCE COMPANY ("ATAIN") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant ATAIN was authorized to and doing business in Horry County and the State of South Carolina.

18. Upon information and belief, Defendant AUTO-OWNERS INSURANCE COMPANY ("AUTO-OWNERS") is an insurance company and/or corporation organized or existing under the laws of the State of Michigan. Upon information and belief, at all times relevant herein, Defendant AUTO-OWNERS was authorized to and doing business in Horry County and the State of South Carolina.

19. Upon information and belief, Defendant AWCI INSURANCE COMPANY, LTD. ("AWCI") is an insurance company and/or corporation organized or existing under

the laws of Bermuda. Upon information and belief, at all times relevant herein, Defendant AWCI was authorized to and doing business in Horry County and the State of South Carolina.

20. Upon information and belief, Defendant BITCO GENERAL INSURANCE COPROPRATION F/K/A BITUMINOUS CASUALTY CORP. ("BITCO GENERAL CASUALTY") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant BITCO GENERAL CASUALTY was authorized to and doing business in Horry County and the State of South Carolina.

21. Upon information and belief, Defendant BITCO NATIONAL INSURANCE COPROPRATION F/K/A BITUMINOUS CASUALTY CORP. ("BITCO NATIONAL CASUALTY") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant BITCO NATIONAL CASUALTY was authorized to and doing business in Horry County and the State of South Carolina.

22. Upon information and belief, Defendant BITCO GENERAL INSURANCE COPROPRATION F/K/A BITUMINOUS INSURANCE COMPANY ("BITCO GENERAL INSURANCE") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant BITCO GENERAL INSURANCE was authorized to and doing business in Horry County and the State of South Carolina.

23. Upon information and belief, Defendant BITCO NATIONAL INSURANCE COPROPRATION F/K/A BITUMINOUS INSURANCE COMPANY ("BITCO NATIONAL

INSURANCE") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant BITCO NATIONAL INSURANCE was authorized to and doing business in Horry County and the State of South Carolina.

24. Upon information and belief, Defendant BUILDERS MUTUAL INSURANCE COMPANY ("BUILDERS MUTUAL") is an insurance company and/or corporation organized or existing under the laws of the State of North Carolina. Upon information and belief, at all times relevant herein, Defendant BUILDERS MUTUAL was authorized to and doing business in Horry County and the State of South Carolina.

25. Upon information and belief, Defendant COLUMBIA CASUALTY CO. ("COLUMBIA") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant COLUMBIA was authorized to and doing business in Horry County and the State of South Carolina.

26. Upon information and belief, Defendant COMMERCE AND INDUSTRY INS CO ("COMMERCE") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant COMMERCE was authorized to and doing business in Horry County and the State of South Carolina.

27. Upon information and belief, Defendant CRUM & FORSTER SPECIALTY INSURANCE COMPANY ("CRUM & FORSTER") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant CRUM & FORSTER was

authorized to and doing business in Horry County and the State of South Carolina.

28. Upon information and belief, Defendant DISCOVER PROPERTY & CASUALTY INSURANCE COMPANY ("DISCOVER") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant DISCOVER was authorized to and doing business in Horry County and the State of South Carolina.

29. Upon information and belief, Defendant ERIE INSURANCE EXCHANGE ("ERIE") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant ERIE was authorized to and doing business in Horry County and the State of South Carolina.

30. Upon information and belief, Defendant EVANSTON INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO ESSEX INSURANCE COMPANY ("ESSEX") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant ESSEX was authorized to and doing business in Horry County and the State of South Carolina.

31. Upon information and belief, Defendant EVEREST NATIONAL INSURANCE COMPANY ("EVEREST") is an insurance company and/or corporation organized or existing under the laws of the State of New Jersey. Upon information and belief, at all times relevant herein, Defendant EVEREST was authorized to and doing business in Horry County and the State of South Carolina.

32. Upon information and belief, Defendant FEDERATED MUTUAL

INSURANCE COMPANY ("FEDERATED") is an insurance company and/or corporation organized or existing under the laws of the State of Minnesota. Upon information and belief, at all times relevant herein, Defendant FEDERATED was authorized to and doing business in Horry County and the State of South Carolina.

33. Upon information and belief, Defendant FEDERATED SERVICE INSURANCE COMPANY ("FEDERATED SERVICE") is an insurance company and/or corporation organized or existing under the laws of the State of Minnesota. Upon information and belief, at all times relevant herein, Defendant FEDERATED SERVICE was authorized to and doing business in Horry County and the State of South Carolina.

34. Upon information and belief, Defendant FCCI INSURANCE COMPANY ("FCCI") is an insurance company and/or corporation organized or existing under the laws of the State of Florida. Upon information and belief, at all times relevant herein, Defendant FCCI was authorized to and doing business in Horry County and the State of South Carolina.

35. Upon information and belief, Defendant FIREMEN'S INS. CO. OF WASHINGTON, D.C. ("FIREMEN'S") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant FIREMEN'S was authorized to and doing business in Horry County and the State of South Carolina.

36. Upon information and belief, Defendant FIRST FINANCIAL INSURANCE CO. ("FIRST FINANCIAL") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant FIRST FINANCIAL was authorized to and doing business in

Horry County and the State of South Carolina.

37. Upon information and belief, Defendant FIRST MERCURY INSURANCE COMPANY ("FIRST MERCURY") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant FIRST MERCURY was authorized to and doing business in Horry County and the State of South Carolina.

38. Upon information and belief, Defendant HANNOVER RUCK SE, AS SUCCESSOR BY MERGER TO CLARENDON AMERICA INSURANCE COMPANY ("CLARENDON") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant CLARENDON was authorized to and doing business in Horry County and the State of South Carolina.

39. Upon information and belief, Defendant HARLEYSVILLE INSURANCE COMPANY ("HARLEYSVILLE") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant HARLEYSVILLE was authorized to and doing business in Horry County and the State of South Carolina.

40. Upon information and belief, Defendant HARTFORD CASUALTY INSURANCE COMPANY ("HARTFORD CASUALTY") is an insurance company and/or corporation organized or existing under the laws of the State of Indiana. Upon information and belief, at all times relevant herein, Defendant HARTFORD CASUALTY was authorized to and doing business in Horry County and the State of South Carolina.

41. Upon information and belief, Defendant HARTFORD FIRE INSURANCE

COMPANY ("HARTFORD FIRE") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant HARTFORD FIRE was authorized to and doing business in Horry County and the State of South Carolina.

42. Upon information and belief, Defendant HARTFORD UNDERWRITERS INSURANCE COMPANY ("HARTFORD UNDERWRITERS") is an insurance company and/or corporation organized or existing under the laws of Connecticut. Upon information and belief, at all times relevant herein, Defendant HARTFORD UNDERWRITERS was authorized to and doing business in Horry County and the State of South Carolina.

43. Upon information and belief, Defendant INSURANCE COMPANY OF THE STATE OF PENNSYLVANIA ("ICSPA") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant ICSPA was authorized to and doing business in Horry County and the State of South Carolina.

44. Upon information and belief, Defendant INTERSTATE FIRE & CASUALTY COMPANY ("INTERSTATE") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant INTERSTATE was authorized to and doing business in Horry County and the State of South Carolina.

45. Upon information and belief, Defendant LIBERTY INSURANCE CORPORATION ("LIBERTY") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant LIBERTY was authorized to and doing business in Horry

County and the State of South Carolina.

46. Upon information and belief, Defendant LIBERTY MUTUAL FIRE INSURANCE COMPANY ("LIBERTY MUTUAL FIRE") is an insurance company and/or corporation organized or existing under the laws of the State of Massachusetts. Upon information and belief, at all times relevant herein, Defendant LIBERTY MUTUAL FIRE was authorized to and doing business in Horry County and the State of South Carolina.

47. Upon information and belief, Defendant LIBERTY MUTUAL INS CO ("LIBERTY MUTUAL INS") is an insurance company and/or corporation organized or existing under the laws of the State of Massachusetts. Upon information and belief, at all times relevant herein, Defendant LIBERTY MUTUAL INS was authorized to and doing business in Horry County and the State of South Carolina.

48. Upon information and belief, Defendant MAIN STREET AMERICA ASSURANCE COMPANY ("MAIN STREET") is an insurance company and/or corporation organized or existing under the laws of the State of Florida. Upon information and belief, at all times relevant herein, Defendant MAIN STREET was authorized to and doing business in Horry County and the State of South Carolina.

49. Upon information and belief, Defendant MONTGOMERY MUTUAL INSURANCE COMPANY ("MONTGOMERY") is an insurance company and/or corporation organized or existing under the laws of the State of Massachusetts. Upon information and belief, at all times relevant herein, Defendant MONTGOMERY was authorized to and doing business in Horry County and the State of South Carolina.

50. Upon information and belief, Defendant NATIONAL CASUALTY CO ("NATIONAL CASUALTY") is an insurance company and/or corporation organized or

existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein, Defendant NATIONAL CASUALTY was authorized to and doing business in Horry County and the State of South Carolina.

51. Upon information and belief, Defendant NATIONAL FIRE & MARINE INSURANCE COMPANY ("NATIONAL FIRE & MARINE") is an insurance company and/or corporation organized or existing under the laws of the State of Nebraska. Upon information and belief, at all times relevant herein, Defendant NATIONAL FIRE & MARINE was authorized to and doing business in Horry County and the State of South Carolina.

52. Upon information and belief, Defendant NATIONAL FIRE INS CO OF HARTFORD, AS SUCCESSOR BY MERGER TO TRANSCONTINENTAL INSURANCE COMPANY ("TRANSCONTINENTAL") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant TRANSCONTINENTAL was authorized to and doing business in Horry County and the State of South Carolina.

53. Upon information and belief, Defendant NATIONAL TRUST INSURANCE COMPANY ("NTIC") is an insurance company and/or corporation organized or existing under the laws of the State of Indiana. Upon information and belief, at all times relevant herein, Defendant NTIC was authorized to and doing business in Horry County and the State of South Carolina.

54. Upon information and belief, Defendant NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH PA ("NATIONAL UNION") is an insurance company and/or corporation organized or existing under the laws of the State of

Pennsylvania. Upon information and belief, at all times relevant herein, Defendant NATIONAL UNION was authorized to and doing business in Horry County and the State of South Carolina.

55. Upon information and belief, Defendant NATIONAL UNION FIRE INS CO OF PITTSBURGH PA, AS PARENT COMPANY OF CHARTIS SPECIALTY INS COMPANY F/K/A AMERICAN INTERNATIONAL SPECIALTY LINES INSURANCE COMPANY, INC. ("NATIONAL UNION FIRE"), is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant NATIONAL UNION FIRE was authorized to and doing business in Horry County and the State of South Carolina.

56. Upon information and belief, Defendant NATIONWIDE MUTUAL FIRE INSURANCE COMPANY ("NATIONWIDE MUTUAL FIRE") is an insurance company and/or corporation organized or existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein, Defendant NATIONWIDE MUTUAL FIRE was authorized to and doing business in Horry County and the State of South Carolina

57. Upon information and belief, Defendant NAUTILUS INSURANCE COMPANY ("NAUTILUS") is an insurance company and/or corporation organized or existing under the laws of the State of Arizona. Upon information and belief, at all times relevant herein, Defendant NAUTILUS was authorized to and doing business in Horry County and the State of South Carolina.

58. Upon information and belief, Defendant NGM INSURANCE COMPANY ("NGM") is an insurance company and/or corporation organized or existing under the laws

of a state other than the State of Florida. Upon information and belief, at all times relevant herein, Defendant NGM was authorized to and doing business in Horry County and the State of South Carolina.

59. Upon information and belief, Defendant NORTH POINTE INSURANCE COMPANY AS SUCCESSOR BY MERGER TO CAPITAL CITY INSURANCE COMPANY ("CAPITAL CITY") is an insurance company and/or corporation organized or existing under the laws of a state other than the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant CAPITAL CITY was authorized to and doing business in Horry County and the State of South Carolina.

60. Upon information and belief, Defendant OHIO CASUALTY INSURANCE COMPANY ("OHIO") is an insurance company and/or corporation organized or existing under the laws of the State of New Hampshire. Upon information and belief, at all times relevant herein, Defendant OHIO was authorized to and doing business in Horry County and the State of South Carolina.

61. Upon information and belief, Defendant OWNERS INSURANCE CO ("OWNERS") is an insurance company and/or corporation organized or existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein, Defendant OWNERS was authorized to and doing business in Horry County and the State of South Carolina.

62. Upon information and belief, Defendant PACIFIC EMPLOYERS INSURANCE CO ("PACIFIC EMPLOYERS") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant PACIFIC EMPLOYERS was authorized to

and doing business in Horry County and the State of South Carolina.

63. Upon information and belief, Defendant PEERLESS INDEMNITY INS CO ("PEERLESS INDEMNITY") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant PEERLESS INDEMNITY was authorized to and doing business in Horry County and the State of South Carolina.

64. Upon information and belief, Defendant PEERLESS INS CO ("PEERLESS INS") is an insurance company and/or corporation organized or existing under the laws of the State of New Hampshire. Upon information and belief, at all times relevant herein, Defendant PEERLESS INS was authorized to and doing business in Horry County and the State of South Carolina.

65. Upon information and belief, Defendant PENNSYLVANIA LUMBERMENS MUTUAL INS CO ("LUMBERMENS") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant LUMBERMENS was authorized to and doing business in Horry County and the State of South Carolina.

66. Upon information and belief, Defendant PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY ("PENNSYLVANIA") is an insurance company and/or corporation organized or existing under the laws of the State of Pennsylvania. Upon information and belief, at all times relevant herein, Defendant PENNSYLVANIA was authorized to and doing business in Horry County and the State of South Carolina.

67. Upon information and belief, Defendant PROPERTY AND CASUALTY

INSURANCE CO OF HARTFORD ("PCIC") is an insurance company and/or corporation organized or existing under the laws of the State of Indiana. Upon information and belief, at all times relevant herein, Defendant PCIC was authorized to and doing business in Horry County and the State of South Carolina.

68. Upon information and belief, Defendant SCOTTSDALE INSURANCE COMPANY ("SCOTTSDALE") is an insurance company and/or corporation organized or existing under the laws of the State of Arizona. Upon information and belief, at all times relevant herein, Defendant SCOTTSDALE was authorized to and doing business in Horry County and the State of South Carolina.

69. Upon information and belief, Defendant SELECTIVE INSURANCE COMPANY OF SOUTH CAROLINA ("SELECTIVE SC") is an insurance company and/or corporation organized or existing under the laws of the State of South Carolina. Upon information and belief, at all times relevant herein, Defendant SELECTIVE SC was authorized to and doing business in Horry County and the State of South Carolina.

70. Upon information and belief, Defendant SELECTIVE INSURANCE COMPANY OF THE SOUTHEAST ("SELECTIVE SE") is an insurance company and/or corporation organized or existing under the laws of the State of Indiana. Upon information and belief, at all times relevant herein, Defendant SELECTIVE SE was authorized to and doing business in Horry County and the State of South Carolina.

71. Upon information and belief, Defendant SOUTH CAROLINA INSURANCE COMPANY ("SCIC") is an insurance company and/or corporation organized or existing under the laws of the State of South Carolina. Upon information and belief, at all times relevant herein, Defendant SCIC was authorized to and doing business in Horry County

and the State of South Carolina.

72. Upon information and belief, Defendant STATE FARM FIRE AND CASUALTY COMPANY ("STATE FARM") is an insurance company and/or corporation organized or existing under the laws of the State of Illinois. Upon information and belief, at all times relevant herein, Defendant STATE FARM was authorized to and doing business in Horry County and the State of South Carolina.

73. Upon information and belief, Defendant STEADFAST INSURANCE COMPANY ("STEADFAST") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant STEADFAST was authorized to and doing business in Horry County and the State of South Carolina.

74. Upon information and belief, Defendant TRAVELERS INDEMNITY CO ("TRAVELERS INDEMNITY") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant TRAVELERS INDEMNITY was authorized to and doing business in Horry County and the State of South Carolina.

75. Upon information and belief, Defendant TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA ("TRAVELERS PROPERTY") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant TRAVELERS PROPERTY was authorized to and doing business in Horry County and the State of South Carolina.

76. Upon information and belief, Defendant THE TRAVELERS INDEMNITY

COMPANY OF AMERICA ("TRAVELERS INDEMNITY AMERICA") is an insurance company and/or corporation organized or existing under the laws of the State of Connecticut. Upon information and belief, at all times relevant herein, Defendant TRAVELERS INDEMNITY AMERICA was authorized to and doing business in Horry County and the State of South Carolina.

77. Upon information and belief, Defendant UNION INSURANCE COMPANY ("UNION") is an insurance company and/or corporation organized or existing under the laws of the State of Iowa. Upon information and belief, at all times relevant herein, Defendant UNION was authorized to and doing business in Horry County and the State of South Carolina.

78. Upon information and belief, Defendant UNITED SPECIALTY INSURANCE COMPANY ("UNITED SPECIALTY") is an insurance company and/or corporation organized or existing under the laws of the State of Texas. Upon information and belief, at all times relevant herein, Defendant UNITED SPECIALTY was authorized to and doing business in Horry County and the State of South Carolina.

79. Upon information and belief, Defendant WESCO INSURANCE CO ("WESCO") is an insurance company and/or corporation organized or existing under the laws of the State of Delaware. Upon information and belief, at all times relevant herein, Defendant WESCO was authorized to and doing business in Horry County and the State of South Carolina.

80. Upon information and belief, Defendant WESTFIELD INS CO ("WESTFIELD") is an insurance company and/or corporation organized or existing under the laws of the State of Ohio. Upon information and belief, at all times relevant herein,

Defendant WESTFIELD was authorized to and doing business in Horry County and the State of South Carolina.

81. Upon information and belief, Defendant ZURICH AMERICAN INSURANCE COMPANY ("ZAIC") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant ZAIC was authorized to and doing business in Horry County and the State of South Carolina.

82. Upon information and belief, Defendant ZURICH AMERICAN INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO ASSURANCE COMPANY OF AMERICA ("ASSURANCE") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant ASSURANCE was authorized to and doing business in Horry County and the State of South Carolina.

83. Upon information and belief, Defendant ZURICH AMERICAN INSURANCE COMPANY, AS SUCCESSOR BY MERGER TO NORTHERN INSURANCE COMPANY OF NEW YORK ("NORTHERN") is an insurance company and/or corporation organized or existing under the laws of the State of New York. Upon information and belief, at all times relevant herein, Defendant NORTHERN was authorized to and doing business in Horry County and the State of South Carolina.

84. All insurance companies defined in Paragraphs 5 through 83 above are hereinafter collectively referred to as "INSURERS".

85. Defendant The Cypress Bend Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its

principal place of business in Horry County, South Carolina. The Cypress Bend Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Cypress Bend Condominium Project.

86. Defendant The Cypress Bend Horizontal Property Regime is a horizontal property regime organized and existing under the laws of the State of South Carolina as provided in the Horizontal Property Act, S.C. Code Ann. § 27-31-10, *et. seq.* (1976, as amended) and located in Horry County, South Carolina.

87. Defendant The Greenbriar Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Greenbriar Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Greenbriar Condominium Project.

88. Defendant, Mark E. Lane, on behalf of himself and others similarly situated, is an owner of Unit 334 in The Greenbriar Condominium Association, Horry County, South Carolina.

89. Defendant The Harbour Cove Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Harbour Cove Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Harbour Cove Condominium Project.

90. Defendant The Havens Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Havens Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Havens Condominium Project.

91. Defendant The River Crossing Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The River Crossing Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the River Crossing Condominium Project.

92. Defendant, Vincent J. Tamburro, on behalf of himself and others similarly situated, is an owner of Unit 612 in The River Crossing Condominium Association, Horry County, South Carolina.

93. Defendant The Tanglewood Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Tanglewood Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Tanglewood Condominium Project.

94. Defendant The Woodlands Condominium Association is a non-profit corporation organized and existing under the laws of the State of South Carolina with its principal place of business in Horry County, South Carolina. The Woodlands

Condominium Association was formed to maintain and repair the common elements and administer and enforce the covenants and restrictions of the Woodlands Condominium Project.

95. Defendant A.M. Jacobs, Inc. ("AM Jacobs"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

96. Defendant A.O. Hardee & Son, Inc. ("AO Hardee"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

97. Defendant A.C. Construction, Inc. ("AC Construction"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

98. Defendant Affordable Construction, LLC f/k/a Affordable Drywall, LLC f/k/a Castro Construction, Inc. ("Affordable Construction"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

99. Defendant Ajax Construction, LLC ("Ajax"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

100. Defendant AK Framing ("AK Framing"), upon information and belief, is a business organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

101. Defendant Archer Exteriors, Inc. ("Archer Exteriors"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

102. Defendant American Residential Services, LLC d/b/a American Residential Services of South Carolina, Inc. a/k/a American residential Services LLC d/b/a ARS Service Express ("ARS"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

103. Defendant Atlantic Building Components & Services, Inc. ("Atlantic Building"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

104. Defendant Blue Ribbon Cleaning Service, Inc. ("Blue Ribbon"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

105. Defendant Bogle Electric, Inc. ("Bogle Electric"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County,

South Carolina.

106. Defendant BR Brick & Masonry, Inc. n/k/a BR Brick & Stone, L.P. a/k/a BR Masonry Holdings, LP d/b/a BR Brick & Stone, LP ("BR Brick"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina, which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

107. Defendant Briggs Masonry, Inc. ("Briggs Masonry"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

108. Defendant Builders FirstSource – Atlantic Group, LLC a/k/a Builders FirstSource – Atlantic Group, Inc. ("Builders Atlantic"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

109. Defendant Builders FirstSource – Southeast Group, LLC a/k/a Builders FirstSource – Southeast Group, Inc. ("Builders Southeast"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

110. Defendant Capital Construction Group, LLC a/k/a Capital Construction Group, Inc. ("Capital Construction"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina

which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

111. Defendant Carl Williamson d/b/a Williamson Construction & Waterproofing, a/k/a Williamson Construction, Inc., a/k/a Williamson Construction, LLC ("Williamson Construction"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

112. Defendant Carolina Builders Corporation n/k/a Stock Building Supply, LLC f/k/a Stock Building Supply, Inc., a/k/a Wolseley Investments Inc., a/k/a Ferguson Enterprises, Inc., a/k/a Stock Buildings Supply, Inc. ("Stock"), upon information and belief, is a limited liability company organized and existing under the laws of a state other than South Carolina, which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

113. Defendant Carolina Cool, Inc. f/k/a Carolina Cooling and Plumbing, Inc. ("Carolina Cool"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

114. Defendant Carolina Drywall & Interiors, Inc. a/k/a Carolina Drywall Interiors, Inc. a/k/a Carolina Drywall Contractors, Inc. ("Carolina Drywall"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was at all times relevant hereto conducting business in Horry County, South Carolina.

115. Defendant Carpets by Kendall, Inc. ("Kendall"), upon information and belief,

is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

116. Defendant Coastal Carolina Mechanical Contractors ("Coastal Carolina"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

117. Defendant Coastal Contract Hardware, Inc. ("Coastal Contract Hardware"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

118. Defendant Coastal Drywall, Inc. d/b/a Coastal Plaster Systems, Inc. ("Coastal Drywall"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

119. Defendant Coastal Enclosures & Construction, Inc. ("Coastal Enclosures"), upon information and belief, is a corporation organized and existing under the laws of a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

120. Defendant Cohen's Construction Co., Inc. a/k/a Cohen's Drywall Company, Inc. ("Cohen"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

121. Defendant Col-Cor Industries, Inc. a/k/a Active Glass & Mirror, Inc. ("Col-Cor"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

122. Defendant Cox Millwork & Supply, Inc. ("Cox Millwork"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

123. Defendant Crawford Door Systems, Inc. a/k/a Home Overhead Door Co Inc. ("Crawford Door"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

124. Defendant Creative Touch Interiors, Inc. f/k/a Floors, Inc. f/k/a Rice Planter Carpets, Inc. ("Creative Touch"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

125. Defendant Dennis Brick Distributors ("Dennis Brick"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

126. Defendant Dunn Plumbing Company, Inc. a/k/a DDD, Inc. d/b/a Dunn Plumbing ("Dunn Plumbing"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant

hereto, conducting business in Horry County, South Carolina.

127. Defendant Elite Exteriors, LLC ("Elite Exteriors"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

128. Defendant EOB Concrete, Inc. a/k/a Boyzo's Concrete ("EOB Concrete"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

129. Defendant Ferreira's Drywall a/k/a Ferreira Drywall c/o James Ferreira, Owner ("Ferreira Drywall"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

130. Defendant Ferst Plastering, Inc. a/k/a Ferst Exteriors, Inc. ("Ferst"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

131. Defendant Frank Harris d/b/a Frank Harris Construction ("Frank Harris"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

132. Defendant Gary Hunnell d/b/a Grand Strand Roofing a/k/a Grand Strand Roofing & Siding ("Grand Strand"), upon information and belief, is a business organized

and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

133. Defendant General Landscape Group, LLC a/k/a General Landscape Maintenance, LLC ("GLM"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

134. Defendant Hardworkers Construction LLC, a/k/a Hardworkers Construction Company, LLC a/k/a Hardworkers Construction Company ("Hardworkers Construction"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

135. Defendant Harris Drywall ("Harris Drywall"), upon information and belief, is a business organized and existing under the laws a state other than South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

136. Defendant Intracoastal Service Company, Inc. a/k/a Intracoastal Service, Inc. ("Intracoastal Service"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

137. Defendant I.T.P., Inc. a/k/a ITP, Inc. ("ITP"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

138. Defendant Jayco, Inc. ("Jayco"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which

was, at all times relevant hereto, conducting business in Horry County, South Carolina.

139. Defendant Jerry's Concrete a/k/a Jerry McRae Construction, Inc. ("Jerry's Concrete"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

140. Defendant John Frazier a/k/a Roof Doctor of the Carolina's, Inc. ("Roof Doctor"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

141. Defendant JS Elite Flooring Company a/k/a JS Elite Tile Company ("JS Elite"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

142. Defendant LPM Enterprises, Inc. f/k/a Loss Prevention Management, Inc. a/k/a Loss Prevention Management Home Inspections, Inc. ("LPM"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

143. Defendant Mario Garcia Moreno d/b/a Garcia Construction a/k/a Garcia Construction, LLC ("Garcia Construction"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

144. Defendant Martin Mata d/b/a Martin Masonry, Inc. a/k/a Ramon Masonry

("Martin Masonry"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

145. Defendant Michael Dawson d/b/a Michael Dawson Construction, Inc. ("Michael Dawson"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

146. Defendant Pelen, Inc. ("Pelen"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

147. Defendant Richard Blackwell d/b/a Synthetic Designs ("Synthetic Designs"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

148. Defendant RJM Plumbing, Inc. ("RJM"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

149. Defendant Right Way Construction, Inc. a/k/a RWG, Inc. a/k/a Right Way Group, Inc. a/k/a RWGR, Inc. ("RWG"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

150. Defendant Sam's Drywall, Inc. ("Sam's Drywall"), upon information and belief, is a corporation organized and existing under the laws of the State of South

Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

151. Defendant Anse, Inc. a/k/a Integrity Wall Systems, LLC a/k/a South Carolina State Plastering, LLC a/k/a Georgia State Plastering, LLC ("SCSP"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

152. Defendant Setzer & Sons ("Setzer"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

153. Defendant Noe Hernandez a/k/a Noe Hernandez Zuniga d/b/a Speedee Concrete, Inc. ("Speedee Concrete"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

154. Defendant Steven Bosch d/b/a The Roofer Man ("Roofer Man"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

155. Defendant Sunland Fire Protection, Inc. ("Sunland"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

156. Defendant Thomas, Inc. a/k/a Thomas Heating & Cooling, Inc. ("Thomas"),

upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

157. Defendant Top Notch Painters ("Top Notch"), upon information and belief, is a business organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

158. Defendant Trebor Industries, Inc. ("Trebor"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

159. Defendant Universal Forest Products Eastern Division, Inc. a/k/a Universal Forest Products Shoffner, LLC n/k/a UFP Eastern Division, Inc. ("UFP"), upon information and belief, is a limited liability company organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

160. Defendant Vereen Concrete Company, Inc. a/k/a Vereen Concrete Construction, Inc. ("Vereen"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

161. Defendant Vance Johnson Plumbing Company, Inc. ("VJP"), upon information and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

162. Defendant Weather Protection Systems, Inc. ("WPS"), upon information

and belief, is a corporation organized and existing under the laws of the State of South Carolina which was, at all times relevant hereto, conducting business in Horry County, South Carolina.

163. All entities described in paragraphs 93 through 160 are hereinafter collectively referred to as the "Subcontractors".

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

UNDERLYING ACTIONS

165. Between 2000 and 2001, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Cypress Bend Condominiums (the "Cypress Bend Project").

166. Between 2000 and 2003, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Harbour Cove Condominiums (the "Harbour Cove Project").

167. Between 2002 and 2005, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Greenbriar Condominiums (the "Greenbriar Project").

168. Between 2005 and 2007, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Havens Condominiums (the "Havens Project").

169. Between 2001 and 2003, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the River Crossing Condominiums (the "River Crossing Project").

170. Between 2004 and 2005, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Tanglewood Condominiums (the "Tanglewood Project").

171. Between 2002 and 2004, CENTEX developed and constructed a residential condominium community in Horry County, South Carolina known as the Woodlands Condominiums (the "Woodlands Project").

172. The Cypress Bend Project, the Harbour Cove Project, the Greenbriar Project, the Havens Project, the River Crossing Project, the Tanglewood Project and the Woodlands Project are hereinafter collectively referred to as the "Barefoot Landing Projects".

173. The Subcontractors were responsible for performing the specific work for the respective Barefoot Landing Projects as identified on the chart attached as **Exhibit "A"**.

174. CENTEX, as well as various Subcontractors, have been sued in Horry County, South Carolina Court of Common Pleas for alleged defects in the construction of the foregoing Barefoot Landing Projects. More specifically, the following actions have been filed:

- a. *The Cypress Bend Condominium Association, et al., v. Centex Homes, A Nevada General Partnership, et al.*, case number 2014-CP-26-1226, filed March 3, 2014, a copy of the Complaint is attached hereto as **Exhibit "B"**;
- b. *The Greenbriar Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case number 2014-CP-26-8136, filed December 9, 2014, a copy of the Complaint is attached hereto as **Exhibit "C"**;
- c. *The Harbour Cove Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case number 2014-CP-26-7634, filed November 13, 2014, a copy of the Complaint is attached hereto as **Exhibit "D"**;

- d. *The Havens Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case number 2015-CP-26-0118, filed January 9, 2015, a copy of all iterations of the Complaint is attached hereto as **Exhibit "E"**;
- e. *The River Crossing Condominium Association and Vincent J. Tamburro, on behalf of himself and others similarly situated v. Centex Homes, A Nevada General Partnership, et al.*, case number 2015-CP-26-0279, filed January 13, 2015, a copy of the Complaint is attached hereto as **Exhibit "F"**;
- f. *The Tanglewood Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case numbers 2015-CP-26-2718 and 2015-CP-26-2719, filed April 10, 2015, a copy of the Complaint is attached hereto as **Exhibit "G"**;
- g. *Mark E. Lane, on behalf of himself and others similarly situated v. Centex homes, A Nevada General Partnership, et al.*, case number 2015-CP-26-3388, filed May 7, 2015, a copy of the Complaint is attached hereto as **Exhibit "H"**;
- h. *The Woodlands Condominium Association v. Centex Homes, A Nevada General Partnership, et al.*, case number 2015-CP-26-4514, a copy of the Complaint is attached hereto as **Exhibit "I"**;

(hereinafter collectively the "Underlying Actions").

175. In said Underlying Actions, the respective plaintiffs have alleged that defects occurred at the Barefoot Landing Projects as a result of the work of CENTEX and the Subcontractors, as identified on the attached **Exhibit "A"**. The allegations of the respective Complaints in the Underlying Actions clearly implicate the work of INSURERS' named insureds, the Subcontractors, detailed *infra*.

176. CENTEX subsequently filed Crossclaims against the existing Subcontractor Defendants as well as a Third-Party Complaint in the Underlying Actions against additional Subcontractors. Copies of the operative Crossclaims and Third-Party Complaints are attached hereto as **Exhibit "J"**.

177. As to the Barefoot Landing Projects, each of the Subcontractors entered into subcontracts with CENTEX to perform the work identified for that particular project as indicated on the attached **Exhibit "A"** (hereinafter collectively the "Subcontracts").

Each of the Subcontracts contained requirements that the respective Subcontractor procure insurance coverage specifically naming CENTEX as an additional insured or otherwise providing coverage to CENTEX as an additional insured via a blanket additional insured endorsement. To the extent CENTEX is not currently in possession of a subcontract with a certain Subcontractor, it is believed there was a subcontract but same is either lost or stolen. However, CENTEX believes the existence of same can and will be proven through extrinsic evidence and/or discovery.

INSURANCE POLICIES

178. Upon information and belief, the insurance policies identified in the chart attached as Exhibit "K" were issued by the respective INSURERS to the respective Subcontractors as identified on Exhibit "K" (collectively "POLICIES").

179. Upon information and belief, CENTEX is either specifically named or otherwise qualifies as an additional insured on each of the POLICIES.

180. To the extent the undersigned is currently in possession of complete and/or certified copies of the above referenced POLICIES, same will be filed separate in the Court file due to the volume of same, but are specifically incorporated herein by reference.

181. To the extent there are POLICIES referenced on Exhibit "K" that CENTEX is not in possession of, CENTEX requested said policies informally, but has not yet received a copy of same. However, CENTEX anticipates receiving full certified copies of those policies during discovery in this matter and will be filed separately in the court records, to the extent necessary.

COUNT I-DECLARATORY RELIEF

182. CENTEX re-alleges and incorporates the allegations contained in paragraphs 1 through 181, *supra*, as if such allegations had been fully set forth herein.

183. CENTEX is in doubt as to its rights, duties, and obligations owed to it pursuant to the POLICIES and the applicability of those particular POLICIES to the respective Underlying Actions on Exhibit "K" as indicated by the "X" in each particular Barefoot Landing Project's box on Exhibit "K", including but not limited to, CENTEX's status as an additional insured under the POLICIES, whether each Subcontractor, as the named insured, has coverage for the Underlying Actions under their respective POLICIES, whether the damages sustained constitute a covered loss under the POLICIES. Thus, CENTEX is in need of and entitled to a judicial declaration of its rights regarding the same.

184. More specifically, CENTEX believes coverage is available under one or more of the POLICIES because the damages claimed against CENTEX in the Underlying Actions:

- a. constitute an "occurrence" under the POLICIES;
- b. fall within the completed operations hazard;
- c. damage to property occurred;
- d. property damage to other work was the result of the errors and omissions of Subcontractors; and/or
- e. damage occurred on the portion of the premises upon which neither CENTEX nor the Subcontractors were working directly or indirectly while performing operations;

f. are covered under the POLICIES; and

g. triggered a duty under the POLICIES to defend CENTEX.

185. CENTEX and/or the Subcontractors have complied with all conditions precedent to the filing of this lawsuit, and notwithstanding the same, INSURERS have denied the claims in question, and/or have reserved their rights to deny the claims in question. Alternatively, to the extent that CENTEX and/or the Subcontractors have failed to comply with any conditions precedent, the failure to comply with the same did not prejudice and/or is immaterial as an immaterial breach of the subject contracts of insurance as such claims were or would have been denied by INSURERS. Alternatively, INSURERS waived any such conditions and/or are estopped from asserting any defenses related to conditions precedent. More specifically, CENTEX and/or the Subcontractors have plainly given notice of all claims which are the subject of this lawsuit to INSURERS and/or their designated agents.

186. CENTEX has been required to retain the undersigned and is obligated to pay them a reasonable fee for their services.

187. CENTEX as an additional insured under the various policies of insurance, is entitled to the recovery of its' costs and attorney's fees in the present declaratory judgment action in the manner set forth and as provided by Gordon Gallup Realtors v. Cincinnati Ins. Co., 274 S.C. 468, 265 S.E.2d 38 (1980) and Hegler v. Gulf Ins. Co., 270 S.C. 548, 550 243 S.E.2d 443,444 (1978).

188. All parties having any interest in the declarations sought and all other persons having interest therein or adversely affected are joined in this action.

WHEREFORE, Plaintiff, CENTEX HOMES, respectfully requests that this Honorable Court declare the rights of the parties as follows:

- a. That this Court has jurisdiction over the respective parties;
- b. That this Court has jurisdiction over the subject matter;
- c. That each INSURER owes a duty to defend each of their insureds under each of the POLICIES identified above as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions.
- d. That each INSURER owes a duty to indemnify each of their insureds under each of the POLICIES identified above as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions;
- e. That each INSURER owes a duty to defend CENTEX as an additional insured under each of the POLICIES identified above as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- f. That each INSURER owes a duty to indemnify CENTEX as an additional insured under each of the POLICIES identified above as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- g. That the POLICIES were in full force and effect at all times relevant to the claims asserted by CENTEX against Subcontractors;
- h. That any and/or all of the damages and/or claims referenced in the Underlying Actions filed by the Associations against CENTEX represent covered losses under the POLICIES;
- i. That any and/or all of the damages and/or claims referenced in the Third Party Complaints filed by CENTEX against the Subcontractors represent covered losses under the POLICIES;
- j. That no exclusions or other limitations of coverage contained in the POLICIES are applicable to the claims against CENTEX in

the Underlying Actions;

- k. That CENTEX is an additional insured under the POLICIES by operation of an additional insured endorsement specifically naming CENTEX or a Blanket Additional Insured Endorsement;
- l. That CENTEX is entitled to damages in the amount of the covered damages against CENTEX in the Underlying Actions;
- m. CENTEX is entitled to recovery of its defense attorneys' fees and costs CENTEX expended in its defense of the Underlying Actions;
- n. Awarding CENTEX pre-judgment interest;
- o. Awarding CENTEX post-judgment interest;
- p. Such other and further relief as this Court deems just and proper.

COUNT II-DECLARATORY RELIEF AGAINST JOHN DOE INSURERS

189. CENTEX re-alleges and incorporates the allegations contained in paragraphs 1 through 188, *supra*, as if such allegations had been fully set forth herein.

190. Upon information and belief, Defendant, JOHN DOE INSURERS, are insurance companies and/or corporations organized or existing under the laws of another state. Upon information and belief, at all times relevant herein, Defendant JOHN DOE INSURERS were authorized to and doing business in Horry County and the State of South Carolina.

191. Upon information and belief, JOHN DOE INSURERS issued commercial general liability, professional liability, umbrella and/or excess policies of insurance to the following Subcontractors for the following periods of time:

- a. AC Construction from 2004 through 2007 and 2009 through present.
- b. Affordable Construction from 2005 through present.
- c. AK Framing from 2003 through present.

- d. AM Jacobs from 2013 through present.
- e. AO Hardee from 2010 through present.
- f. Ajax from 2004 through 2005 and 2007 through present.
- g. ARS from 2011 through present.
- h. Archer Exteriors from 2014 through present.
- i. Atlantic Building from 2008 through present.
- j. Blue Ribbon from 2003 through present.
- k. Bogle Electric from 2009 through present.
- l. Briggs Masonry from 2008 through present.
- m. BFS Atlantic from 2013 through present.
- n. BFS Southeast from 2013 through present.
- o. Williamson Construction from 2001 through present.
- p. Capital Construction from 2005 through present.
- q. Stock from 2009 through present.
- r. Carolina Drywall from 2010 through present.
- s. Kendall from 2003 through present.
- t. Coastal Carolina from 2002 through present.
- u. Coastal Contract Hardware from 2004 through 2006 and 2016.
- v. Coastal Drywall from 2011 through present.
- w. Coastal Enclosures from 2001 through present.
- x. Cohen from 2014 through present and umbrella policies 2002 through 2003 and 2011 through present.
- y. Col-Cor from 2008 through present.

- z. Cox Millwork from 2007 through present.
- aa. Crawford Door from 2007 through 2014 and 2015 through present.
- bb. Creative Touch from 2007 through present.
- cc. Dennis Brick from 2001 through 2003 and 2006 through present.
- dd. Elite Exteriors from 2008 through present.
- ee. EOB Concrete from 2005 through present.
- ff. Ferreira Drywall from 2001 through present.
- gg. Ferst from 2003 through present.
- hh. Frank Harris from 2001 through present.
- ii. Grand Strand from 2008 through present.
- jj. GLM from 2011 through present.
- kk. Hardworkers Construction from 2008 through present.
- ll. Harris Drywall from 2001 through present.
- mm. Intracoastal Service from 2002 through present.
- nn. ITP from 2005 through present.
- oo. Jayco from 2011 through present.
- pp. Jerry's Concrete from 2001 through present.
- qq. Roof Doctor from 2007 through present.
- rr. JS Elite from 2012 through present.
- ss. LPM from 2004 through present.
- tt. Garcia Construction from 2008 through present.
- uu. Martin Masonry from 2006 through present.
- vv. Michael Dawson from 2008 through present.

- ww. Pelen from 2007 through present.
- xx. Synthetic Designs from 2001 through present.
- yy. RWG from 2008 through present.
- zz. RJM from 2012 through present.
- aaa. Sam's Drywall from 2001 through present.
- bbb. Setzer from 2001 through present.
- ccc. Thomas from 2013 through present.
- ddd. Top Notch from 2001 through present.
- eee. WPS from 2009 through present.

(collectively the "JOHN DOE POLICIES").

192. Upon information and belief, CENTEX as an additional insured by virtue of an additional insured endorsement specifically naming CENTEX and/or a Blanket/Automatic Additional Insured Endorsement.

193. CENTEX has not yet completed its efforts to locate and/or confirm the JOHN DOE INSURERS, but is in the process of attempting to identify the JOHN DOE INSURERS with more specificity. CENTEX has attempted in various ways to identify the JOHN DOE INSURERS including, but not limited to tendering to the known agents for the Subcontractors identified in paragraphs 191 (a) through 191 (eee) above, contacting defense counsel, contacting other known insurers and making diligent efforts to require the disclosure of any and all insurance information in the Construction Action.

194. CENTEX is in doubt as to its rights, duties, and obligations owed to it pursuant to the JOHN DOE POLICIES and the applicability of the JOHN DOE POLICIES to all of the Underlying Actions, including but not limited to, CENTEX's status as an

additional insured under the JOHN DOE POLICIES, whether each Subcontractor, as the named insured, has coverage for the Underlying Actions under their respective JOHN DOE POLICIES, whether the damages sustained constitute a covered loss under the JOHN DOE POLICIES. Thus, CENTEX is in need of and entitled to a judicial declaration of its rights regarding the same.

195. More specifically, CENTEX believes coverage is available under one or more of the JOHN DOE POLICIES because the damages claimed against CENTEX in the Underlying Actions:

- a. constitute an "occurrence" under the JOHN DOE POLICIES;
- b. fall within the completed operations hazard;
- c. damage to property occurred;
- d. property damage to other work was the result of the errors and omissions of Subcontractors; and/or
- e. damage occurred on the portion of the premises upon which neither CENTEX nor the Subcontractors were working directly or indirectly while performing operations;
- f. are covered under the JOHN DOE POLICIES; and
- g. triggered a duty under the JOHN DOE POLICIES to defend CENTEX.

196. CENTEX and/or the Subcontractors have complied with all conditions precedent to the filing of this lawsuit, and notwithstanding the same, JOHN DOE INSURERS have denied the claims in question, and/or have reserved their rights to deny the claims in question. Alternatively, to the extent that CENTEX and/or the Subcontractors have failed to comply with any conditions precedent, the failure to comply

with the same did not prejudice and/or is immaterial as an immaterial breach of the subject contracts of insurance as such claims were or would have been denied by INSURERS. Alternatively, JOHN DOE INSURERS waived any such conditions and/or are estopped from asserting any defenses related to conditions precedent. More specifically, CENTEX and/or the Subcontractors have plainly given notice of all claims which are the subject of this lawsuit to INSURERS and/or their designated agents.

197. CENTEX has been required to retain the undersigned and is obligated to pay them a reasonable fee for their services.

198. CENTEX as an additional insured under the various policies of insurance, is entitled to the recovery of its' costs and attorney's fees in the present declaratory judgment action in the manner set forth and as provided by Gordon Gallup Realtors v. Cincinnati Ins. Co., 274 S.C. 468, 265 S.E.2d 38 (1980) and Hegler v. Gulf Ins. Co., 270 S.C. 548, 550 243 S.E.2d 443,444 (1978).

199. All parties having any interest in the declarations sought and all other persons having interest therein or adversely affected are joined in this action.

WHEREFORE, Plaintiff, CENTEX HOMES, respectfully requests that this Honorable Court declare the rights of the parties as follows:

- a. That this Court has jurisdiction over the respective parties;
- b. That this Court has jurisdiction over the subject matter;
- c. That each INSURER owes a duty to defend each of their insureds under each of the JOHN DOE POLICIES identified above as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions.
- d. That each INSURER owes a duty to indemnify each of their insureds under each of the JOHN DOE POLICIES identified

above as applicable to that named insured subcontractor, from any and/or all of the claims by the ASSOCIATION and/or CENTEX as referenced above in the Underlying Actions;

- e. That each INSURER owes a duty to defend CENTEX as an additional insured under each of the JOHN DOE POLICIES identified above as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- f. That each INSURER owes a duty to indemnify CENTEX as an additional insured under each of the JOHN DOE POLICIES identified above as applicable to each of their named insured subcontractors, from any and/or all of the claims by the ASSOCIATION as referenced above in the Underlying Actions;
- g. That the JOHN DOE POLICIES were in full force and effect at all times relevant to the claims asserted by CENTEX against Subcontractors;
- h. That any and/or all of the damages and/or claims referenced in the Underlying Actions filed by the Associations against CENTEX represent covered losses under the JOHN DOE POLICIES;
- i. That any and/or all of the damages and/or claims referenced in the Third Party Complaints filed by CENTEX against the Subcontractors represent covered losses under the JOHN DOE POLICIES;
- j. That no exclusions or other limitations of coverage contained in the JOHN DOE POLICIES are applicable to the claims against CENTEX in the Underlying Actions;
- k. That CENTEX is an additional insured under the JOHN DOE POLICIES by operation of an additional insured endorsement specifically naming CENTEX or a Blanket Additional Insured Endorsement;
- l. That CENTEX is entitled to damages in the amount of the covered damages against CENTEX in the Underlying Actions;
- m. CENTEX is entitled to recovery of its defense attorneys' fees and costs CENTEX expended in its defense of the Underlying Actions;
- n. Awarding CENTEX pre-judgment interest;

- o. Awarding CENTEX post-judgment interest;
- p. Such other and further relief as this Court deems just and proper.

COUNT III- BREACH OF CONTRACT

200. CENTEX realleges all common allegations, paragraphs 1-199, above as if fully set forth herein.

201. CENTEX demanded that INSURERS for the Subcontractors identified on the attached Exhibit "L", defend and indemnify it for the claims that are the subject of the Underlying Actions pursuant to the POLICIES.

202. The INSURERS for the Subcontractors identified on the attached Exhibit "L", agreed to defend CENTEX as an additional insured under the POLICIES identified on Exhibit "L" pursuant to a complete reservation of rights. However, said respective INSURERS have failed to comply with their accepted obligation by either failing to remit payment to CENTEX in accordance with their accepted obligation, or alternatively, failing to retain defense counsel on CENTEX's behalf. As a result said INSURERS have breached their obligations to CENTEX as an additional insured.

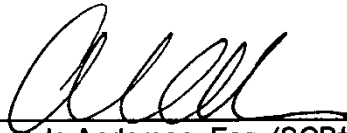
203. Said breach by the INSURERS has resulted in damage to CENTEX in the amount of defense fees and costs, including but not limited to expert costs.

204. CENTEX has complied with all conditions precedent to the filing of this suit, but not withstanding the same, to the extent that there has been some failure to comply with conditions precedent, the failure of CENTEX to comply with said conditions neither prejudiced nor represented a material breach of the subject contracts. Alternatively, INSURERS are estopped from asserting any defenses relating to conditions precedent.

WHEREFORE, CENTEX requests judgment against INSURERS, for damages, including pre-and post-judgment interest, taxable costs, taxation of attorneys' fees, as a result of prosecuting this action, along with any and all other relief this Honorable Court deems just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Rules 38 and 39, SCRCP, Plaintiff hereby demands trial by jury as to all claims and issues for which a right to jury trial exists.



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ATTORNEY FOR PLAINTIFFS

October 25, 2016

Scope of Work Chart

Subcontractor	Scope of Work	Project(s)
AM Jacobs	Foundation/Slab/Grading/Flatwork; Trim, Soffits, and Vinyl Railings; Window, Door, Window/Door Flashing and Sealants	River Crossing
AM Jacobs	Foundation/ slabs/ grading/ landscaping, together with all related components	Woodlands
AO Hardee	Foundation/Slab Grading	Harbour Cove
AO Hardee	Installer and designer of groundwork drainage	Cypress Bend
AO Hardee	Foundation/ Slab/ Grading/ Flatwork	River Crossing
AO Hardee	Foundation/ slabs/ grading/ landscaping, together with all related components	Woodlands
AC Construction	Framing	Tanglewood
Affordable Construction	Framing	Tanglewood
Ajax	Framing	Tanglewood
AK Framing	Framing	Woodlands
Archer Exteriors	Roofing	Havens
ARS	HVAC; Electrical	Greenbriar
ARS	Plumbing; HVAC; Electrical	Harbour Cove
ARS	HVAC	River Crossing
Atlantic Building	Trusses	Tanglewood
Blue Ribbon	Insulation/Gutters	Harbour Cove
Bogle Electric	Plumbing	River Crossing
BR Brick	Brick Veneer/Masonry	Harbour Cove
Briggs Masonry	Brick, Block and Stone Veneer and Masonry Installer, Together w/all associated & related Waterproofings and Flashings	Havens
BFS Atlantic	Trusses/Windows/Doors	Harbour Cove
BFS Atlantic	Framing	Tanglewood
BFS Southeast	Trusses; Windows, Doors, and Window/Door Flashing and Sealants; Trim, Soffits, and Vinyl Railings	River
BFS Southeast	Truss Manufacturer, Designer, Supplier and/or Installer; Deck Waterproofing	Greenbriar
BFS Southeast	Truss Manufacturer, Designer, Supplier and/or Installer	Havens
BFS Southeast	Framing	Tanglewood
BFS Southeast	Trusses and deck waterproofing, which included the membrane systems and related	Woodlands
Capital Construction	Drywall, Painting Exterior	Tanglewood
Williamson Construction	External Waterproofing; Stucco/Brick Caulking	Harbour Cove
Stock	Trusses; Window Manufacturer and Retailer; Doors	Harbour Cove
Stock	Framing	Tanglewood; Cypress Bend
Stock	Framing; Trusses	Havens
Stock	Framing, to include but not limited to installation of the water management system and installation of doors and windows, together with all associated waterproofings and	Woodlands
Stock	Framing; Windows and Doors; Trusses; Trim, Soffit, and Vinyl Railings; Deck Waterproofing	Greenbriar
Stock	Framing; Trusses; Window/Door Installation; Siding Installation; Plumbing	River Crossing
Carolina Cool	HVAC Systems	Tanglewood

Scope of Work Chart

Subcontractor	Scope of Work	Project(s)
Carolina Drywall	Drywall & Fireproofing; Exterior Painting; Deck Waterproofing	Havens
Carolina Drywall	Stairwell waterproofer	Cypress Bend
Carolina Drywall	Drywall and Fireproofing Installer, Together with all Associated and Related Waterproofings and Flashings; Insulation;	Greenbriar
Carolina Drywall	Drywall; Fireproofing; Deck Waterproofing; Insulation	Harbour Cove
Carolina Drywall	Framing; Installation of Windows, Doors, and Window/Door Flashing and Sealants; Drywall and Fireproofing Installation; Plumbing; Deck Waterproofing; Independent Third-Party Inspections, Painting; Exterior Carpets	River Crossing
Carolina Drywall	Drywall & Fireproofing; Deck Waterproofing; Painting	Tanglewood
Carolina Drywall	Deck waterproofing, together with the membrane systems and related components	Woodlands
Kendall	exterior carpet	River Crossing
Coastal Carolina	Plumbing	Cypress Bend
Coastal Contract Hardware	Installation of Windows, Doors, and Window/Door Flashing and Sealants	Tanglewood
Coastal Drywall	Stucco Systems	Harbour Cove
Coastal Enclosures	Screen Enclosures	Harbour Cove
Cohen	Fireproofing Installer	Cypress Bend
Cohen	Insulation; Exterior Painting	Greenbriar
Cohen	Drywall and Fire Proofing; Insulation	Harbour Cove
Cohen	Painting	Havens
Cohen	Drywall and Fireproofing Installer; Painting	Tanglewood
Cohen	Insulation; Drywall Labor; Exterior Painting	Woodlands
Col-Cor	Windows & Doors	Tanglewood
Cox Millwork & Supply	Window, Door, Window/Door Flashing and Sealants Installation	River Crossing
Crawford Door	Garage doors, together with all related components and waterproofings	River Crossing
Creative Touch	Exterior trim and related waterproofings and flashings	Cypress Bend
Creative Touch	Flooring and Carpeting	Tanglewood
Creative Touch	Exterior Carpet and Carpet/ Tile/ Hardwood Flooring	Woodlands
Creative Touch	Exterior Carpets	Greenbriar; River Crossing
Dennis Brick	brick veneer; masonry; related waterproofings and flashings	Cypress Bend
Dunn Plumbing	Plumbing	Harbour Cove; Cypress Bend; River Crossing
Elite Exteriors	Stucco System and/or Exterior Cladding System and Related Components, Together with all Related Waterproofings and Flashings	Greenbriar
Elite Exteriors	Stucco System and/or Exterior Cladding System and Related Components, Together with all Related Waterproofings and Flashings	Havens; Woodlands
EOB Concrete	Foundation; Slab; Grading; Flatwork	Tanglewood
Ferreira Drywall	Drywall; Waterproofing	Harbour Cove

Scope of Work Chart

Subcontractor	Scope of Work	Project(s)
Ferst	Stucco	Harbour Cove
Frank Harris	Roofing	Harbour Cove
Grand Strand	Roofing	Greenbriar; Harbour Cove; Havens; River Crossing
Grand Strand	Roofing; Framing	Tanglewood
Grand Strand	Roofing, together with all associated & related waterproofings & flashings & inspections	Woodlands
GLM	Foundation/ Slab/ Grading/ Flatwork	Havens
GLM	Foundation/ Slab/ Grading/ Flatwork; Final Grading and Landscaping	Tanglewood
Hardworkers Construction	Framing	Havens; Tanglewood
Harris Drywall	Framing; Roofing	Cypress Bend
Intracoastal Service	HVAC Systems	River Crossing
ITP	Foundation Turnkey	River Crossing
ITP	Foundation/Slab Grading	Harbour Cove
Jayco	Foundation/Slab/Grading; Plumbing	River Crossing
Jayco	Foundation; Slab; Grading; Flatwork	Tanglewood
Jayco	Rough Grade	Woodlands
Jerry's Concrete	Foundation/Slab Grading	Harbour Cove
Roof Doctor	Roofing	Cypress Bend; Harbour Cove; River Crossing
JS Elite	Exterior Carpets	Greenbriar
JS Elite	Exterior carpets, carpets, tile	Havens
JS Elite	Brick, Block and Stone Veneer and Masonry Installer; Flooring and Carpeting	Tanglewood
LPM	Independent Third-Party Inspections of Buildings During Construction	Havens; Tanglewood; Woodlands
Garcia Construction	Framing Labor	Tanglewood
Martin Masonry	Brick, Block, and Stone Veneer and Masonry Installation	Greenbriar
Martin Masonry	Brick veneer & masonry installer	Cypress Bend
Martin Masonry	Foundation/Slab/Grading	Harbour Cove
Martin Masonry	Masonry; Brick, Block and Stone Veneer and Masonry Installer	Havens
Martin Masonry	Framing; Brick Veener; Masonry; Foundation/Slab/Grading	River Crossing
Martin Masonry	Brick, Block and Stone Veneer and Masonry Installer; Foundation; Slab; Grading; Flatwork	Tanglewood
Martin Masonry	Foundation/ slabs/ grading/ landscaping, together with all related components	Woodlands
Michael Dawson	Foundation/ Slab/ Grading/ Flatwork/ Parging/ Batterboards, together with all related	Greenbriar
Michael Dawson	Foundation/ Slab/ Grading/ Flatwork	Havens; River Crossing; Tanglewood
Michael Dawson	Foundation / slab / grading / landscaping	Woodlands
Pelen	Plumbing including all associated waterpoffings, flashings, fireproofings, and	River Crossing
Synthetic Designs	Stucco	Harbour Cove
RJM	Plumbing	Greenbriar
RJM	Plumbing; Insulation	Tanglewood
RJM	Plumbing to include all associated waterproofings, flashings, fireproofings and	Woodlands

Scope of Work Chart

Subcontractor	Scope of Work	Project(s)
RWG	Framing, Doors and Windows; Siding	Tanglewood
RWG	Framing; Siding; Vinyl Railing	River Crossing
RWG	Siding	Havens
RWG	Framing, Doors and Windows; Siding; Trim; Soffits; Vinyl Railings	Harbour Cove; Woodlands
RWG	Siding; Framing; Truss Supplier; Vinyl Railing; Soffit	Greenbriar
RWG	Framing, siding installer, column installer, guardrail post anchor installer, trusses	Cypress Bend
Sam's Drywall	Drywall and Fireproofing, together with all associated and related waterproofings and flashings	Cypress Bend
SCSP	Stucco	Harbour Cove
Setzer	Sprinklers	Harbour Cove
Speedee Concrete	Foundation/ Slab/ Grading/ Flatwork	Tanglewood
Roofer Man	Roofing	Cypress Bend; Harbour Cove; River Crossing
Sunland	Fire Sprinkler system	Harbour Cove; Greenbriar; Havens
Sunland	Plumbing; Fire Sprinkler Systems	River Crossing
Thomas	HVAC Systems	Greenbriar
Top Notch	Deck Waterproofing	Harbour Cove
Trebor	Roofing; Plumbing	River Crossing
Trebor	Foundation/ Slab/Grading/ Flatwork	Havens; Tanglewood
Trebor	Power Washing Exteriors	Woodlands
UFP	Truss Manufacturer, Designer, Supplier and/or Installer	Greenbriar
UFP	Framer; Truss & Window Supplier	Havens
Vereen	Foundation/Slab/Grading	Harbour Cove
Vereen	Foundation/Slab/Grading/Flatwork	River Crossing
VJP	Plumbing	Cypress Bend; Greenbriar; Harbour Cove
VJP	Plumbing; Trusses; HVAC systems; Foundation/Slab/Grading/Flatwork	River Crossing
VJP	Plumbing to include all associated waterproofings, flashings, fireproofings and	Woodlands
WPS	Screen Enclosures	Greenbriar; Harbour Cove; Havens; River Crossing; Woodlands

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
AC Construction	1/19/08-1/19/09	State Farm Fire & Casualty Company Gen Agg - \$2M; PCOH - \$2M; Per Occ - \$1M	CGL						X	
AM Jacobs	8/15/01-8/15/02	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CLP 3118570	TBD					X		
	8/15/01-8/15/02	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CUP 2532499	TBD					X		
	8/15/02-8/15/03	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CLP 3147482	TBD					X		X
	8/15/02-8/15/03	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CUP 2536878	TBD					X		X
	8/15/03-8/15/04	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CLP 3171687 Agg & PCOH: \$2M; Occ:	CGL					X		X
	8/15/04-8/15/05	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CLP 3197031	TBD					X		X
	8/15/05-8/15/06	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CLP 3217719	TBD					X		X
	8/15/06-8/15/07	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CLP 3232957	TBD					X		X
	8/15/07-8/15/08	BITCO General Insurance Corporation f/k/a Bituminous Ins Co or BITCO National Insurance Company f/k/a Bituminous Ins Co CLP 3245114	TBD					X		X
	8/15/08-10/6/08	Firemen's Ins. Co. of Washington, D.C. 0125749-10	TBD					X		X
	7/13/09-7/11/10	First Financial Ins Co 013F009642	TBD					X		X
	3/11/10-3/11/11	First Financial Ins Co 013F009684	TBD					X		X
	3/11/11-3/11/12	First Financial Ins Co 013F009753	TBD					X		X
	3/11/12-3/11/13	First Financial Ins Co 013F009825 Occ: \$1M	TBD					X		X
	8/15/03-8/15/06	Ohio Casualty Insurance Company BXO 045310002 Occ: \$1M	Excess					X		X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
AO Hardee	5/1/00-5/1/01	Travelers Indemnity Co Policy No. DTC0713K9034-TIA-00 Agg: \$5M, PCOH: \$2M, Occ: \$1M	CGL	X		X				
	5/1/01-5/1/02	Travelers Indemnity Co Policy No. DTC0713K9034-TIA-01 Agg: \$2M, PCOH: \$2M, Per Occ: \$1M	CGL	X		X				
	5/1/02-5/1/03	Zurich American, SBM to Northern Insurance Company of New York CON98600522 Agg & PCOH: \$2M Occ: \$1M	CGL	X		X		X		X
	5/1/03-5/1/04	Zurich American Insurance Company CPO489497400 Agg & PCOH: \$2M Occ: \$1M	CGL	X		X		X		X
	5/1/04-5/1/05	Zurich American Insurance Company CPO 4894974-01 Agg & PCOH: \$2M Occ: \$1M	CGL	X		X		X		X
	5/1/05-5/1/06	Zurich American Insurance Company CPO 4894974-02 Agg & PCOH: \$2M Occ: \$1M	CGL	X		X		X		X
	5/1/06-5/1/07	Zurich American Insurance Company CPO 4894974-03 Agg & PCOH: \$2M Occ: \$1M	CGL	X		X		X		X
	5/1/2007-5/1/2008	Amerisure Insurance Company CPP 2044707 Agg: \$2M PCOH & Occ: \$1M	CGL	X		X		X		X
	5/1/08-5/1/09	Amerisure Insurance Company CPP 2044707 Agg: \$2M PCOH & Occ: \$1M	CGL	X		X		X		X
	5/1/09-5/1/2010	Union Insurance Company CPA 4201467 40 Agg & PCOH: \$2M Occ: \$1M	CGL	X		X		X		X
	5/1/00-5/1/01	Travelers Indemnity Company DTSRC981K9569IND00 Agg: \$10M Occ: \$10M	Excess	X		X		X		
	5/1/01-5/1/02	Travelers Indemnity Company DTSRC981K9569IND01 Agg: \$10M Occ: \$10M	Excess	X		X		X		
	5/1/02-5/1/03	Zurich American Insurance Company AUC930383600 Agg: \$10M Occ: \$10M	Excess	X		X		X		X
	5/1/03-5/1/04	Zurich American Insurance Company AUC930383601 Agg: \$10M Occ: \$10M	Excess	X		X		X		X
	5/1/04-5/1/05	Zurich American Insurance Company AUC937400401 Agg: \$10M Occ: \$10M	Excess	X		X		X		X
	5/1/05-5/1/06	Zurich American Insurance Company AUC937400402 Agg: \$10M Occ: \$10M	Excess	X		X		X		X
	5/1/06-5/1/07	Zurich American Insurance Company AUC930383600 Agg: \$15M Occ: \$15M	Excess	X		X		X		X
	5/1/06-5/1/07	American Guarantee & Liability Insurance Company AUC937400403 Agg & Occ: \$15M	Excess	X		X		X		X
	5/1/07-5/1/08	American Guarantee & Liability Insurance Company AUC937400404 Agg: \$15M Occ: \$15M	Excess	X		X		X		X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
Affordable Construction	3/26/04 - 3/26/05	Scottsdale Insurance Company CLS1018977 Gen Agg - \$2M; PCOH - \$2M; Per Occ - \$1M	CGL						X	
Ajax	9/12/06 - 9/12/07	Selective Ins. Co. of SC S1444951 Occ: \$1M; PCOH & AGG:	CGL						X	
ARS	01/01/02 to 01/01/03	Zurich American Insurance Company GLO 2938645-00 \$1M Agg/\$1M PCOH/\$1M Per Occ	CGL			X		X		
	01/01/03 to 01/01/06	Zurich American Insurance Company CGL #GLO 2938645-01 \$1,000,000.00	CGL		X	X		X		
	01/01/06 to 01/01/09	Zurich American Insurance Company CGL #GLO2938645-03 \$100MGen Agg/\$ Incl in Gen Agg- PCOH/ \$3M Per Occ/ Per Project Agg-\$2M	CGL		X	X		X		
	09/29/06 to 09/29/07	Liberty Mutual Fire Insurance Company CGL #TB2-631-508631-026 File No. P 949-240470-01 \$2,000,000.00	CGL		X	X		X		
	09/29/07 to 09/29/08	Liberty Mutual Fire Insurance Company CGL #TB2-631-508631-027 File No. P 949-240470-01 \$2,000,000.00	CGL		X	X		X		
	09/29/08 to 09/29/09	Liberty Mutual Fire Insurance Company CGL #TB2-631-508631-028 File No. P 949-240470-01 \$2,000,000.00	CGL		X	X		X		
	10/1/09 to 10/1/10	Liberty Mutual Fire Insurance Company CGL #TB2-631-508631-029 File No. P 949-240470-01 \$2,000,000.00	CGL		X	X		X		
Archer Exteriors	7/6/05- 7/6/06	Crum & Forster Specialty Insurance Company GLO 081018 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	7/6/06- 7/6/07	Crum & Forster Specialty Insurance Company GLO 91230 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	7/6/07- 8/1/08	American Home Assurance Company 1616969 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	8/1/08- 8/1/09	First Mercury Ins Co FMMA002350 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	8/1/09- 8/1/10	First Mercury Ins Co FMMA002350-2 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	8/1/10- 8/1/11	First Mercury Ins Co FMMA003806 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	8/1/11- 8/1/12	First Mercury Ins Co FMMA003806-2 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	8/1/12- 8/1/13	First Mercury Ins Co MA-CGL-00000015064-01 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	8/1/13- 8/1/14	First Mercury Ins Co MA-CGL-00000015064-02 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	7/6/05-7/6/06	Insurance Company of the State of PA 4105-3204 \$5M	Excess				X			
	7/6/06-7/6/07	Insurance Company of the State of PA 71C000002-061 \$5M	Excess				X			
	7/6/07-8/1/08	Everest National Insurance Company 71C1000002071 \$5M	Excess				X			
Atlantic Building	3/24/04-3/24/05	Pennsylvania Lumbermens Mutual Ins Co 39TO550104 Occ: \$1M: Agg & PCOH: \$2M	CGL						X	
	3/24/05-3/24/06	Pennsylvania Lumbermens Mutual Ins Co 39TO550105 Occ: \$1M: Agg & PCOH: \$2M	CGL						X	
	3/24/06-3/24/07	Pennsylvania Lumbermens Mutual Ins Co 39TO550106 Occ: \$1M: Agg & PCOH: \$2M	CGL						X	
	3/24/07-9/24/08	Pennsylvania Lumbermens Mutual Ins Co 39TO550107 Occ: \$1M: Agg & PCOH: \$2M	CGL						X	
	3/24/04-3/24/05	Pennsylvania Lumbermens Mutual Ins Co CELT0550304 \$5M	Excess						X	
	3/24/05-3/24/06	Pennsylvania Lumbermens Mutual Ins Co 39TO550305 \$5M	Excess						X	
	3/24/06-3/24/07	Pennsylvania Lumbermens Mutual Ins Co 39TO550306 \$10M	Excess						X	
	3/24/07-9/24/08	Pennsylvania Lumbermens Mutual Ins Co 39TO550307 \$10M	Excess						X	
Bogle Electric	3/30/01-3/30/02	Hartford Fire Insurance Company 22 SBA LO1847	CGL					X		
	3/30/02-3/30/03	Hartford Fire Insurance Company 22 SBA LO1847	CGL					X		
	3/30/03-3/30/04	Hartford Fire Insurance Company 22 SBA LO1847	CGL					X		
	3/30/04-3/30/05	Hartford Fire Insurance Company 22 SBA LO1847	CGL					X		
	3/30/05-3/30/06	Hartford Fire Insurance Company 22 SBA LO1847	CGL					X		
	3/30/06-3/30/07	Hartford Fire Insurance Company 22 SBA LO1847	CGL					X		
	3/30/07-3/30/08	Hartford Fire Insurance Company 22 SBA LO1847	CGL					X		
	3/30/08-3/30/09	Hartford Fire Insurance Company 22 SBA LO1847	CGL					X		
	3/30/02-3/30/03	Hartford Fire Insurance Company	Excess					X		
	3/30/03-3/30/04	Hartford Fire Insurance Company	Excess					X		
	3/30/04-3/30/05	Hartford Fire Insurance Company	Excess					X		

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	3/30/05-3/30/06	Hartford Fire Insurance Company	Excess					X		
	3/30/06-3/30/07	Hartford Fire Insurance Company	Excess					X		
	3/30/07-3/30/08	Hartford Fire Insurance Company	Excess					X		
	3/30/08-3/30/09	Hartford Fire Insurance Company	Excess					X		
BR Brick	5/1/01-3/1/02	Amerisure Mutual Ins Co f/k/a Michigan Mutual Ins Co CPP 1295181 00 0201 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	3/1/02-8/1/02	Amerisure Mutual Ins Co CPP1295181010302 Occ: \$1M; Agg & PCOH: \$2M	CGL			X				
	8/1/02-8/1/03	Steadfast Ins Co SCO 5253607-00 Occ: \$1M; Agg & PCOH: \$2M	CGL			X				
	8/1/03-8/1/04	Hannover Ruck SE SBM Clarendon America Ins Co HML0002345 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	8/1/04-8/1/05	Hannover Ruck SE SBM Clarendon America Ins Co HML0005132 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	8/1/05-8/1/06	First Mercury Ins Co FMTX000992 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	8/1/06-8/1/07	First Mercury Ins Co FMTX002164 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	8/1/07-8/1/08	First Mercury Ins Co FMTX003197 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	8/1/08-8/1/09	First Mercury Ins Co FMTX004484 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	8/1/09-8/1/10	First Mercury Ins Co FMTX006065 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	8/1/10-8/1/11	First Mercury Ins Co FMTX007764 Agg & PCOH: \$2M; Occ: \$1M	CGL			X				
	8/1/06-8/1/07	First Mercury Ins Co CETX000034 Occ & Agg: \$5M	Excess			X				
Briggs Masonry	11/18/05-11/18/06	Pennsylvania National Mutual Cas. Ins. Co. AC90809258 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	11/18/06-11/18/07	Pennsylvania National Mutual Cas. Ins. Co. AC90809258 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
	11/18/07-11/18/08	Pennsylvania National Mutual Cas. Ins. Co. AC90809258 Occ: \$1M; Agg & PCOH: \$2M	CGL				X			
BFS Atlantic	4/1/00-4/1/01	Liberty Mutual Fire Insurance Company RG2-651-004212-030 Agg: \$2M, PCOH: \$2M, Occ: \$1M	CGL			X				
	4/1/01-6/1/02	Liberty Mutual Fire Insurance Company RG2-651-004212-031 Agg: \$5M, PCOH: \$2M, Occ: \$1M	CGL			X				

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	6/1/02-6/1/03	Liberty Mutual Fire Insurance Company RG2-651-004212-032 Agg: \$5M, PCOH: \$4M, Occ: \$1M	CGL			X				
	6/1/03-6/1/04	Liberty Mutual Fire Insurance Company RG2-651-004212-033 Agg: \$5M, PCOH: \$4M, Occ: \$1M	CGL			X				
	6/1/04-6/1/05	Liberty Mutual Fire Insurance Company RG2-651-004212-034 Agg: \$5M, PCOH: \$4M, Occ: \$1M	CGL			X			X	
	6/1/05-6/1/06	Liberty Mutual Fire Insurance Company RG2-651-004212-035 Agg: \$5M, PCOH: \$4M, Occ: \$2M	CGL			X			X	
	6/1/06-6/1/07	Liberty Mutual Fire Insurance Company RG2-651-004212-036 Agg: \$5M, PCOH: \$4M, Occ: \$2M	CGL			X			X	
	6/1/07 - 6/1/08	Liberty Mutual Fire Ins. Co. TB2-651-004212-037 Per Occ: 2M; Gen Agg: \$5M; PCOH: \$4M	CGL			X			X	
	6/1/08 - 6/1/09	Liberty Mutual Fire Ins. Co. TB2-651-004212-038 Per Occ: 2M; Gen Agg: \$5M; PCOH: \$4M	CGL			X			X	
	6/1/09 - 6/1/10	Liberty Mutual Fire Ins. Co. TB2-651-004212-039 Per Occ: \$2M; Gen Agg: \$5M; PCOH: \$4M	CGL			X			X	
	6/1/10 - 6/1/11	Liberty Mutual Fire Ins. Co. TB2-651-004212-030 Per Occ: \$2M; Gen Agg: \$5M; PCOH: \$4M	CGL			X			X	
	6/1/11-6/1/12	Liberty Mutual Fire Ins. Co. TB2-651-004212-031 Per Occ: \$2M; Gen Agg: \$5M; PCOH: \$4M	CGL			X			X	
	6/1/12-6/1/13	Liberty Mutual Fire Ins. Co. TB2-651-004212-032 Per Occ: 2M; Gen Agg: \$5M; PCOH: \$4M	CGL			X			X	
	4/1/01-6/1/02	American Guarantee & Liability Agg, Occ & PCOH: \$50M AUC 5227179-00	Excess			X				
	6/1/02-6/1/03	American Guarantee & Liability Agg, Occ & PCOH: \$50M AUC 5227179-01	Excess			X				
	6/1/03-6/1/04	American Guarantee & Liability Agg, Occ & PCOH: \$50M AUC 5227179-02	Excess			X				
	6/1/04-6/1/05	American Guarantee & Liability Agg, Occ & PCOH: \$50M AUC 5227179-03	Excess			X			X	
	6/1/05-6/1/06	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-04	Excess			X			X	
	6/1/06-6/1/07	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-05	Excess			X			X	

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	6/1/07-6/1/08	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-06	Excess			X			X	
	6/1/08-6/1/09	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-07	Umbrella			X			X	
	6/1/09-6/1/10	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-08	Umbrella			X			X	
	6/1/10-6/1/11	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-09	Umbrella			X			X	
	6/1/11-6/1/12	Liberty Insurance Corporation TH7-651-004212-091 Per Occ & Agg: \$25M	Umbrella			X			X	
	6/1/12-6/1/13	Liberty Insurance Corporation TH7-651-004212-092 Per Occ & Agg: \$25M	Umbrella			X			X	
BFS Southeast	4/1/01-6/1/02	Liberty Mutual Fire Insurance Company RG2-651-004212-031 Agg: \$5M, PCOH: \$2M, Occ: \$1M	CGL					X		
	6/1/02-6/1/03	Liberty Mutual Fire Insurance Company RG2-651-004212-032 Agg: \$5M, PCOH: \$4M, Occ: \$1M	CGL					X		X
	6/1/03-6/1/04	Liberty Mutual Fire Insurance Company RG2-651-004212-033 Agg: \$5M, PCOH: \$4M, Occ: \$1M	CGL					X		X
	6/1/04-6/1/05	Liberty Mutual Fire Insurance Company RG2-651-004212-034 Agg: \$5M, PCOH: \$4M, Occ: \$1M	CGL		X			X	X	X
	6/1/05-6/1/06	Liberty Mutual Fire Insurance Company RG2-651-004212-035 Agg: \$5M, PCOH: \$4M, Occ: \$2M	CGL		X		X	X	X	X
	6/1/06-6/1/07	Liberty Mutual Fire Insurance Company RG2-651-004212-036 Agg: \$5M, PCOH: \$4M, Occ: \$2M	CGL		X		X	X	X	X
	6/1/07 - 6/1/08	Liberty Mutual Fire Ins. Co. TB2-651-004212-037 Per Occ: 2M; Gen Agg: \$5M; PCOH: \$4M	CGL		X		X	X	X	X
	6/1/08 - 6/1/09	Liberty Mutual Fire Ins. Co. TB2-651-004212-038 Per Occ: 2M; Gen Agg: \$5M; PCOH: \$4M	CGL		X		X	X	X	X
	6/1/09 - 6/1/10	Liberty Mutual Fire Ins. Co. TB2-651-004212-039 Per Occ: \$2M; Gen Agg: \$5M; PCOH: \$4M	CGL		X		X	X	X	X
	6/1/10 - 6/1/11	Liberty Mutual Fire Ins. Co. TB2-651-004212-030 Per Occ: \$2M; Gen Agg: \$5M; PCOH: \$4M	CGL		X		X	X	X	X
	6/1/11-6/1/12	Liberty Mutual Fire Ins. Co. TB2-651-004212-031 Per Occ: \$2M; Gen Agg: \$5M; PCOH: \$4M	CGL		X		X	X	X	X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	6/1/12-6/1/13	Liberty Mutual Fire Ins. Co. TB2-651-004212-032 Per Occ: 2M; Gen Agg: \$5M; PCOH: \$4M	CGL		X		X	X	X	X
	4/1/01-6/1/02	American Guarantee & Liability Agg, Occ & PCOH: \$50M AUC 5227179-00	Excess					X		
	6/1/02-6/1/03	American Guarantee & Liability Agg, Occ & PCOH: \$50M AUC 5227179-01	Excess					X		X
	6/1/03-6/1/04	American Guarantee & Liability Agg, Occ & PCOH: \$50M AUC 5227179-02	Excess					X		X
	6/1/04-6/1/05	American Guarantee & Liability Agg, Occ & PCOH: \$50M AUC 5227179-03	Excess		X			X	X	X
	6/1/05-6/1/06	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-04	Excess		X		X	X	X	X
	6/1/06-6/1/07	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-05	Excess		X		X	X	X	X
	6/1/07-6/1/08	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-06	Excess		X		X	X	X	X
	6/1/08-6/1/09	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-07	Umbrella		X		X	X	X	X
	6/1/09-6/1/10	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-08	Umbrella		X		X	X	X	X
	6/1/10-6/1/11	American Guarantee & Liability Agg, Occ & PCOH: \$25M AUC 5227179-09	Umbrella		X		X	X	X	X
	6/1/11-6/1/12	Liberty Insurance Corporation TH7-651-004212-091 Per Occ & Agg: \$25M	Umbrella		X		X	X	X	X
	6/1/12-6/1/13	Liberty Insurance Corporation TH7-651-004212-092 Per Occ & Agg: \$25M	Umbrella		X		X	X	X	X
Capital Construction	11/1/04 - 11/1/05	Hartford Casualty Ins Co 22-SBQBH2407 Gen Agg - \$2M; PCOH - \$2M; Per Occ - \$1M	CGL						X	
	11/1/04 - 11/1/05	Atain Specialty Insurance Company f/k/a USF Insurance Company LGBCP21094 BI&PD Combined AGG - \$2M; BI & PD Combined Occ - \$1M	CGL						X	
	11/1/04 - 11/1/05	Hartford Casualty Ins Co 22-RHQXF9933 Gen Agg - \$1M; Per Occ - \$1M	Excess						X	
Stock	8/1/2000-8/1/01	Pacific Employers Insurance Company HDO G1989334-0 Agg: \$4M; PCOH & Occ: \$2M	CGL	X		X				
	8/1/01-8/1/02	Pacific Employers Insurance Company HDO G1989334-0	CGL	X		X		X		
	8/1/02-8/1/03	Pacific Employers Insurance Company HDO G2058595A Occ & PCOH: \$2M; Agg: \$4M	CGL	X	X	X		X		X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	8/1/03-8/1/04	Liberty Mutual Fire Insurance Company RG2-51-004344-033 Per Occ & PCOH: \$2M; Gen Agg: \$4M	CGL	X	X	X		X		X
	8/1/04-8/1/05	Liberty Mutual Fire Insurance Company RG2-C51-004344-034 Agg \$4M, Occ & PCOH: \$2M	CGL	X	X	X		X	X	X
	8/1/05-8/1/06	Liberty Mutual Fire Insurance Company RG2-C51-004344-035 Agg \$4M, Occ & PCOH: \$2M	CGL	X	X	X	X	X	X	X
	8/1/06-8/1/07	Liberty Mutual Fire Insurance Company RG2-C51-004344-036 Agg \$5M, Occ & PCOH: \$2M	CGL	X	X	X	X	X	X	X
	8/1/07-8/1/08	Liberty Mutual Fire Ins. Co. TB2-C51-004344-037 \$5M Gen Agg/\$2M PCOH & Per Occ	CGL	X	X	X	X	X	X	X
Carolina Cool	12/1/11-12/1/12	Westfield Insurance Co	CGL						X	
	12/1/12-12/1/13	Westfield Insurance Co	CGL						X	
	12/1/13-12/1/14	Westfield Insurance Co	CGL						X	
	Unknown	Amerisure Insurance Company or Amerisure Mutual Insurance Company	Unknown						X	
Carolina Drywall	11/12/03-11/12/04	Hartford Casualty Ins. Co. CGL #22 SBA BE5240 \$2M Gen Agg/\$2M PCOH/ \$5,000 Per Occ	CGL	X	X	X		X		X
	11/12/04-11/12/05	Hartford Casualty Ins. Co. CGL #22 SBA BE5240 \$2M Gen Agg/\$2M PCOH/ \$5,000 Per Occ	CGL	X	X	X		X	X	X
	3/12/05-3/12/06	NGM Insurance Company MPB92308 Agg & PCOH: \$2M, Occ: \$1M	CGL	X	X	X	X	X	X	X
	3/12/06-3/12/07	NGM Insurance Company MPB92308 Agg: \$2M, Occ: \$1M	CGL	X	X	X	X	X	X	X
	3/12/07-3/12/08	NGM Insurance Company MPB92308 Agg: \$2M, Occ: \$1M	CGL	X	X	X	X	X	X	X
	3/12/08-3/12/09	NGM Insurance Company MPB92308 Agg: \$2M, Occ: \$1M	CGL	X	X	X	X	X	X	X
	3/12/09-3/12/10	NGM Insurance Company MPB92308 Agg: \$2M, Occ: \$1M	CGL	X	X	X	X	X	X	X
Kendall	12/3/01-12/3/02	Interstate Fire & Casualty Ins Co CLP6211528	CGL					X		
	2/22/02-2/22/03	Pennsylvania National Ins Co GL90101900 Agg & PCOH: \$1M; Occ:	CGL					X		
Coastal Carolina	3/7/01-3/7/02	South Carolina Insurance Company CBO 0204541 Agg: \$1M, Occ & PCOH: \$500K	CGL	X						

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
Coastal Contract Hardware	10/30/06-10/30/07	The Travelers Indemnity Company of America I660952X8044IND06 Occ: \$1M: Agg & PCOH: \$2m	CGL						X	
	10/30/07-12/31/07	The Travelers Indemnity Company of America I660952X8044IND07 Occ: \$1M: Agg & PCOH: \$2m	CGL						X	
	12/3/09-12/31/10	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 UUN JF7007	CGL						X	
	12/3/10-12/31/11	Hartford Casualty Ins Co &/or Hartford Underwriters Ins Co	CGL						X	
	12/3/11-12/31/12	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 UUN JF7007	CGL						X	
	12/3/12-12/31/13	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 UUN JF7007	CGL						X	
	12/3/13-12/31/14	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 UUN JF7007	CGL						X	
	12/3/14-12/31/15	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 UUN JF7007	CGL						X	
	10/30/06-10/30/07	The Travelers Indemnity Company of America CUP5335W27206 \$1M	Excess or Umbrella						X	
	10/30/07-12/31/07	The Travelers Indemnity Company of America CUP5335W27206 \$1M	Excess or Umbrella						X	
	12/3/09-12/31/10	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 XHU JF6795	Excess or Umbrella						X	
	12/3/10-12/31/11	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 XHU JF6795	Excess or Umbrella						X	
	12/3/11-12/31/12	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 XHU JF6795	Excess or Umbrella						X	
	12/3/12-12/31/13	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 XHU JF6795	Excess or Umbrella						X	
	12/3/13-12/31/14	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 XHU JF6795	Excess or Umbrella						X	
	12/3/14-12/31/15	Hartford Casualty Ins Co or Hartford Underwriters Ins Co 22 XHU JF6795	Excess or Umbrella						X	
Coastal Drywall	3/14/02-3/14/03	National Fire & Marine Ins Co 72LP 147980 Agg, Occ. & PCOH: \$1M	CGL			X				
	3/14/03-3/14/04	National Fire & Marine Ins Co 72LP 153044	CGL			X				
	3/14/04-3/14/05	National Fire & Marine Ins Co 72LP 161282	CGL			X				
	3/14/05 - 3/14/06	AWCI Insurance Co., Ltd. 120 GLA 1C11-03	CGL			X				
	3/14/06 - 3/1/07	AWCI Insurance Co., Ltd. 120 GLA 1C11-04	CGL			X				
	3/14/07 - 3/14/08	AWCI Insurance Co., Ltd. 120 GLA 1C11-05	CGL			X				
	3/14/08 - 3/14/09	Hartford Fire Ins Co or Hartford Casualty Ins Co 21 UEN 0E8011	CGL			X				
	3/14/09 - 3/14/10	Travelers Property Casualty of America or The Travelers Indemnity Company of America I-660-22551N959-TIL-09	CGL			X				

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	3/14/10 - 3/14/11	Travelers Property Casualty of America or The Travelers Indemnity Company of America I-660-22551N959-TIL-10	CGL			X				
	3/14/08 - 3/14/09	Hartford Fire Ins Co or Hartford Casualty Ins Co 21 XHU IT7927	Umbrella			X				
Cohen	10/20/00-10/20/01	Amerisure Insurance Company CPP1322076 Agg: \$2M. PCOH & Occ: \$1M	CGL	X		X				
	10/20/00-10/20/01	Scottsdale Ins Co CLS0717639 Agg: \$2M. Occ & PCOH: \$1M	CGL	X		X				
	10/20/01-10/20/02	Amerisure Mutual CPP1322076030001 Agg: \$2M. PCOH & Occ: \$1M	CGL	X		X				
	10/20/01-10/20/02	Scottsdale Ins Co CLS0802968 Agg: \$2M. Occ & PCOH: \$1M	CGL	X		X				
	10/20/02-10/20/03	Amerisure Mutual Ins Co CPP1322076040002 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X				X
	10/20/02-10/20/03	Scottsdale Ins Co CLS0862038 Agg: \$2M. Occ & PCOH: \$1M	CGL	X	X	X				X
	10/20/03-10/20/04	Amerisure Mutual Ins Co CPP1322076050003 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X				X
	10/20/03-10/20/04	Scottsdale Ins Co CLS0979213 Agg: \$2M. Occ & PCOH: \$1M	CGL	X	X	X				X
	10/20/04-10/20/05	Amerisure Mutual Ins Co CPP1322076070000 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X			X	X
	10/20/04-10/20/05	Scottsdale Ins Co CLS1052278 Agg: \$2M. Occ & PCOH: \$1M	CGL	X	X	X			X	X
	10/20/05-10/20/06	National Trust Insurance Company CPP0005473 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X	X		X	X
	10/20/05-10/20/06	Scottsdale Ins Co CLS1166275 Agg: \$2M. Occ & PCOH: \$1M	CGL	X	X	X	X		X	X
	10/20/06-10/20/07	National Trust Insurance Company CPP00054731 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X	X		X	X
	10/20/07-10/20/08	National Trust Insurance Company	CGL	X	X	X	X		X	X
	10/20/08-10/20/09	Pennsylvania National Mutual Casualty Ins. Co. CL9 0651092 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X	X		X	X
	10/20/09-10/20/10	Pennsylvania National Mutual Casualty Ins. Co. CL9 0651092 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X	X		X	X
	10/20/10-10/20/11	Pennsylvania National Mutual Casualty Ins. Co. CL9 0651092 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X	X		X	X
	10/20/10-10/20/11	Scottsdale Ins Co CPS1058966 Agg: \$2M. Occ & PCOH: \$1M	CGL	X	X	X	X		X	X
	10/20/11-10/20/12	Pennsylvania National Mutual Casualty Ins. Co. CL9 0651092 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X	X		X	X
	10/20/11-10/20/12	Scottsdale Ins Co CPS131004 Agg: \$2M. Occ & PCOH: \$1M	CGL	X	X	X	X		X	X
	10/20/12-10/20/13	Pennsylvania National Mutual Casualty Ins. Co. CL9 0651092 Agg: \$2M. PCOH & Occ: \$1M	CGL	X	X	X	X		X	X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	10/20/13-10/20/14	Pennsylvania National Mutual Casualty Ins. Co. CX9 0702943 Agg: \$2M PCOH & Occ: \$1M	CGL	X	X	X	X		X	X
	10/20/00-10/20/01	Amerisure Insurance Company CU1322077 Agg & Occ: \$1M	Excess	X		X				
	10/20/04-10/20/05	Amerisure Mutual Ins Co CU1322077 Agg & Occ: \$1M	Excess	X	X	X			X	X
	10/20/05-10/20/06	FCCI Insurance Company UMB0003550 Agg & Occ: \$2M	Excess	X	X	X	X		X	X
	10/20/06-10/20/07	FCCI Insurance Company UMB00035501 Agg & Occ: \$2M	Excess	X	X	X	X		X	X
	10/20/08-10/20/09	Liberty Mutual Fire Insurance Co. TH@-651-289158-018 limit of liability: \$2M, \$10K self	Excess	X	X	X	X		X	X
	10/20/09-10/20/10	Pennsylvania National Mutual Casualty Ins Co CU90651092 Occ & Agg: \$2M	Excess	X	X	X	X		X	X
Col-Cor	1/28/04 - 1/28/05	Hartford Casualty Ins. Co. 22SBQBE8917 Gen Agg - \$2M; PCOH - \$2M; Per Occ - \$1M	CGL						X	
	1/28/05 - 1/28/06	Hartford Casualty Ins. Co. 22SBQBE8917 Gen Agg - \$2M; PCOH - \$2M; Per Occ - \$1M	CGL						X	
	1/28/06 - 1/28/07	Selective Insurance Co. of SC S1617572 Gen Agg - \$3M; PCOH - \$3M; Per Occ - \$1M	CGL						X	
	1/28/07 - 1/28/08	Selective Insurance Co. of SC S1617572 Gen Agg - \$3M; PCOH - \$3M; Per Occ - \$1M	CGL						X	
	1/28/04 - 1/28/05	Hartford Fire Insurance Co. 22RHZXF8604 Agg - \$5M; Per Occ - \$5M	Excess						X	
	1/28/05 - 1/28/06	Hartford Fire Insurance Co. 22SBQBE8917 Agg & Occ - \$1M	Excess						X	
	1/28/06 - 1/28/07	Selective Insurance Co. of SC S1617572 Agg - \$1M; Per Occ - \$1M	Excess						X	
	1/28/07 - 1/28/08	Selective Insurance Co. of SC S1617572 Agg - \$5M; Per Occ - \$5M	Excess						X	
Cox Millwork	2/13/02-2/13/03	Builders Mutual Ins Co CPP0008002 00 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
	2/13/03-2/13/04	Builders Mutual Ins Co CPP0008002 01 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
	2/13/04-2/13/05	Builders Mutual Ins Co CPP0008002 02 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
	2/13/05-2/13/06	Builders Mutual Ins Co CPP0008002 03 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
	2/13/06-2/13/07	Builders Mutual Ins Co CPP0008002 04 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
Crawford Door	12/17/02-12/17/03	Builders Mutual Ins Co CPP000657404 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	12/17/03-12/17/04	Builders Mutual Ins Co CPP000657404 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
	12/17/04-12/17/05	Builders Mutual Ins Co CPP000657404 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
	12/17/05-12/17/06	Builders Mutual Ins Co CPP000657404 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
	12/17/06-9/30/07	Arch Ins Co ZAGLB9038100 Agg & PCOH: \$2M; Occ: \$1M	CGL					X		
	9/30/2014-9/30/2015	Wesco Insurance Company WPP1201660	CGL					X		
	Unknown	Liberty Mutual Ins Co	CGL					X		
	12/17/02-12/17/03	Builders Mutual Ins Co UMB000408603 Agg & Occ: \$2M	Excess					X		
	12/17/03-12/17/04	Builders Mutual Ins Co CPP000657404 Agg & PCOH: \$2M; Occ: \$1M	Excess					X		
	12/17/04-12/17/05	Builders Mutual Ins Co CPP000657404 Agg & PCOH: \$2M; Occ: \$1M	Excess					X		
	12/17/05-12/17/06	Builders Mutual Ins Co UMB000408603 Agg & Occ: \$2M	Excess					X		
	12/17/06-9/30/07	National Union Fire Ins. Co of Pittsburgh PA EBU3961322 Agg & Occ: \$2M	Excess					X		
	9/30/2014-9/30/2015	Wesco Insurance Company WUM1201661	Excess					X		
Creative Touch	2/23/01-2/23/02	State Farm Fire & Casualty Co 99-B4-3217-3 Occ: \$1M; Agg & PCOH: \$2M	Comprehensive Business Liability	X				X		
	2/23/02-2/23/03	State Farm Fire & Casualty Co 99-B4-3217-3 Occ: \$1M; Agg & PCOH: \$2M	Comprehensive Business Liability	X				X		
	2/23/03-2/23/04	State Farm Fire & Casualty Co 99-B4-3217-3 Occ: \$1M; Agg & PCOH: \$2M	Comprehensive Business Liability	X	X			X		X
	2/23/04-2/23/05	State Farm Fire & Casualty Co 99-B4-3217-3 Occ: \$1M; Agg & PCOH: \$2M	Comprehensive Business Liability	X	X			X	X	X
	2/23/05-2/23/06	State Farm Fire & Casualty Co 99-B4-3217-3 Occ: \$1M; Agg & PCOH: \$2M	Comprehensive Business Liability	X	X			X	X	X
	2/23/06-2/23/07	State Farm Fire & Casualty Co 99-B4-3217-3 Occ: \$1M; Agg & PCOH: \$2M	Business liability	X	X			X	X	X
Dennis Brick	6/13/04-6/13/05	Federated Mutual Ins Co or Federated Service Ins. Co 9017339 Agg & PCOH: \$2M; Occ: \$1M	CGL	X						
	6/13/05-6/13/06	Federated Mutual Ins Co or Federated Service Ins. Co 9017339 Agg & PCOH: \$2M; Occ: \$1M	CGL	X						
	6/13/04-6/13/05	Federated Mutual Ins Co or Federated Service Ins. Co 9017340 Occ & Agg: \$5M	Umbrella	X						
	6/13/05-6/13/06	Federated Mutual Ins Co or Federated Service Ins. Co 9017340 Occ & Agg: \$5M	Umbrella	X						

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
Dunn Plumbing	5/1/12-5/1/13	Main Street America Assurance Co MPG3783F	CGL			X		X		
	5/1/13-5/1/14	Main Street America Assurance Co MPG3783F	CGL			X		X		
	5/1/14-5/1/15	Main Street America Assurance Co MPG3783F	CGL			X		X		
EOB Concrete	4/28/04 - 4/28/05	Auto-Owners Insurance Company 044616-36990013-04 Gen Agg - \$2M; PCOH - \$2M; Per Occ - \$1M	CGL						X	
	4/28/05 - 4/28/06	Auto-Owners Insurance Company 044616-36990013-05 Gen Agg - \$2M; PCOH - \$2M; Per Occ - \$1M	CGL						X	
Ferst	01/22/01 to 01/22/02	Admiral Insurance Co CGL #2053164D \$2,000,000.00	CGL			X				
Grand Strand	6/9/06-6/9/07	Scottsdale Ins Co CLS113290601 Agg & PCOH: \$2M	CGL		X	X	X	X	X	X
	6/9/07-6/9/08	Scottsdale Ins Co CLS113290602 Agg & PCOH: \$2M	CGL		X	X	X	X	X	X
GLM	4/7/04 to 4/7/05	Owners Insurance Company #934616-36027952-04 \$1M Agg/\$1M PCOH/\$1M Per Occ	CGL						X	
	4/7/05 to 4/7/06	Owners Insurance Company #934616-36027952-05 \$2M Agg/\$0 PCOH/\$1M Per Occ	CGL				X		X	
	04/07/05 to 04/07/06	Hartford Fire Insurance Company CGL # 22 SBA RI6949 \$2M Agg/\$2M PCOH/\$1M Per Occ	CGL				X		X	
	4/7/06 to 4/7/07	Hartford Fire Insurance Company CGL # 22 SBA RI6949 \$2M Agg/\$2M PCOH/\$1M Per Occ	CGL				X		X	
	04/07/07 to 04/07/08	Hartford Fire Insurance Company CGL # 22 SBA RI6949 \$2M Agg/\$2M PCOH/\$1M Per Occ	CGL				X		X	
	04/07/08 to 04/07/09	Hartford Fire Insurance Company CGL # 22 SBA RI6949 \$4M Agg/\$4M PCOH/\$2M Per Occ	CGL				X		X	
	04/07/09 to 04/07/10	Hartford Casualty Ins. Co. CGL # 22 SBA RI6949 \$4M Agg/\$4M PCOH/\$2M Per Occ	CGL				X		X	
	04/07/10 to 04/07/11	Hartford Casualty Ins. Co. CGL # 22 SBA RI6949 \$2M Agg/\$2M PCOH/\$1M Per Occ	CGL				X		X	
	10/28/10 to 04/07/11	Hartford Casualty Ins Co Umbrella No. 22SBARI6949 \$1M Agg/\$1M PCOH/\$1M Per Occ	Excess				X		X	
Hardworkers Construction	3/28/05-3/2/06	Nationwide Mutual Fire Ins Co 61-AC-466404-3002 Occ & PCOH: \$1M; Agg: \$2M	CGL				X		X	

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	3/2/06-3/2/07	Nationwide Mutual Fire Ins Co 61-AC-466404-3002 Occ: \$1M; Agg & PCOH: \$2M	CGL				X		X	
	7/14/06-3/2/07	Nationwide Mutual Fire Ins Co 61-AC-466404-3003 Occ: \$1M; Agg & PCOH: \$2M	CGL				X		X	
	4/27/07-4/2/08	Nationwide Mutual Fire Ins Co 61-AC-466404-3003 Occ: \$1M; Agg & PCOH: \$2M	CGL				X		X	
Intracoastal Service	12/31/00-12/31/01	North Pointe SBM Capital City Ins Co CL302945 Occ: \$1M; Agg & PCOH: \$2M	CGL					X		
	12/31/01-12/31/02	North Pointe SBM Capital City Ins Co CL302945 Occ: \$1M; Agg & PCOH: \$2M	CGL					X		
	12/31/00-12/31/01	North Pointe SBM Capital City Ins Co UL10180 Occ: \$1M; Agg: \$2M	Excess					X		
	12/31/01-12/31/02	North Pointe SBM Capital City Ins Co UL10180 Occ: \$1M; Agg: \$2M	Excess					X		
Jayco	7/1/01-7/1/02	Auto-Owners Insurance Company 801062700171 Occ & PCOH: \$1M; Agg: \$2M	CGL					X		
	12/7/01 - 12/7/02	Selective Insurance Company of SC S 1445559 Gen Agg - \$3M; PCOH \$3M; Per Occ - \$1M	CGL					X		
	12/7/02 - 12/7/03	Selective Insurance Company of SC S 1445559 Gen Agg - \$3M; PCOH \$3M; Per Occ - \$1M	CGL					X		
	12/7/03 - 12/7/04	Selective Insurance Company of SC S 1445559 Gen Agg - \$3M; PCOH \$3M; Per Occ - \$1M	CGL					X		X
	12/7/04 - 12/7/05	Selective Insurance Company of SC S 1445559 Gen Agg - \$3M; PCOH \$3M; Per Occ - \$1M	CGL					X	X	X
	12/7/05 - 12/7/06	Selective Insurance Company of SC S 1445559 Gen Agg - \$3M; PCOH \$3M; Per Occ - \$1M	CGL					X	X	X
	12/7/06 - 12/7/07	Selective Insurance Company of SC S 1445559 Gen Agg - \$3M; PCOH \$3M; Per Occ - \$1M	CGL					X	X	X
	12/7/07 - 12/7/08	Selective Insurance Company of SC S 1445559 Gen Agg - \$3M; PCOH \$3M; Per Occ - \$1M	CGL					X	X	X
	12/7/08 - 12/7/09	Selective Insurance Company of SC S 1445559 Gen Agg - \$3M; PCOH \$3M; Per Occ - \$1M	CGL					X	X	X
	12/7/09 - 12/7/10	Peerless Indemnity Insurance Company CBP 2099013 Per Occ: \$1M; Gen Agg & PCOH: \$2M	CGL					X	X	X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	12/7/10 - 12/7/11	Peerless Indemnity Insurance Company CBP 2099013 Per Occ: \$1M; Gen Agg & PCOH: \$2M	CGL					X	X	X
	7/1/01 - 7/1/02	Auto-Owners Insurance Company 801062700171 Occ: \$1M	Excess					X		
	12/7/01 - 12/7/02	Selective Insurance Company of SC S 1445559 \$1M	Umbrella					X		
	12/7/02 - 12/7/03	Selective Insurance Company of SC S 1445559 \$1M	Umbrella					X		
	12/7/03 - 12/7/04	Selective Insurance Company of SC S 1445559 \$1M	Umbrella					X		X
	12/7/04 - 12/7/05	Selective Insurance Company of SC S 1445559 \$1M	Umbrella					X	X	X
	12/7/05 - 12/7/06	Selective Insurance Company of SC S 1445559 \$1M	Umbrella					X	X	X
	12/7/06 - 12/7/07	Selective Insurance Company of SC S 1445559 \$1M	Umbrella					X	X	X
	12/7/07 - 12/7/08	Selective Insurance Company of SC S 1445559 \$1M	Umbrella					X	X	X
	12/7/08 - 12/7/09	Selective Insurance Company of SC S 1445559 \$5M	Umbrella					X	X	X
Roof Doctor	4/17/02 - 4/17/03	American Southern Insurance Company GL12881 Agg: \$1M, Occ: \$1M, PCOH: \$1M	CGL					X		
JS Elite	08/06/04 to 08/06/05	Hartford Fire Insurance Company CGL #22 SBA BG5944 \$2M Gen Agg/\$2M PCOH/\$1M	CGL		X				X	
	08/06/05 to 08/06/06	Hartford Fire Insurance Company CGL #22 SBA BG5944 \$2M Gen Agg/\$2M PCOH/\$1M	CGL		X		X		X	
	4/29/09 - 4/29/10	Owners Ins Co TBD Occ: \$1M; Agg & PCOH: \$2M	TBD		X		X		X	
	4/29/10 - 4/29/11	Ansur America Insurance Company CPP6100002 Occ: \$1M; Agg & PCOH: \$2M	CGL		X		X		X	
	4/11/11 - 4/11/12	Main Street America Assurance Co MPG8988C Occ: \$1M; Agg & PCOH: \$2M	Business Owners		X		X		X	
	4/29/09 - 4/29/10	Auto-Owners Ins Co Agg & Occ: \$2M	Excess		X		X		X	
	4/29/10 - 4/29/11	Ansur America Insurance Company CPP6100002 Occ: \$2M; Agg & PCOH: \$2M	Umbrella		X		X		X	

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
Garcia Construction	7/10/04-7/10/05	Erie Ins Co Q311020629 Occ: \$1M; Agg & PCOH: \$2M	CGL						X	
	7/10/05-7/10/06	Erie Ins Co Q311020629 Occ: \$1M; Agg & PCOH: \$2M	CGL						X	
	7/10/06-7/10/07	Erie Ins Co Q311020629 Occ: \$1M; Agg & PCOH: \$2M	CGL						X	
	7/10/07-7/10/08	Erie Ins Co Q311020629 Occ: \$1M; Agg & PCOH: \$2M	CGL						X	
Martin Masonry	7/10/00-7/10/01	BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation or BITCO National Insurance Company f/k/a Bituminous Casualty Corporation 7CLP3089851B Agg & PCOH: \$2M. Occ:	CGL	X		X				
	7/10/01-7/10/02	BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation or BITCO National Insurance Company f/k/a Bituminous Casualty Corporation CLP3113916B Agg & PCOH: \$2M. Occ:	CGL	X		X		X		
	7/10/02-7/10/03	BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation or BITCO National Insurance Company f/k/a Bituminous Casualty Corporation CLP3145301 Agg: \$2M. Occ: \$1M	CGL	X	X	X		X		X
	7/10/03-7/10/04	Harleysville Insurance Company GL - 9G8790	CGL	X	X	X		X		X
	7/10/04-7/10/05	Selective of the Southeast S1612227 Agg & PCOH: \$3M. Occ: \$1M	CGL	X	X	X		X	X	X
	7/10/05-7/10/06	Selective of the Southeast S1612227 Agg & PCOH: \$3M. Occ: \$1M	CGL	X	X	X	X	X	X	X
Michael Dawson	5/29/01-5/29/02	BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation or BITCO National Insurance Company f/k/a Bituminous Casualty Corporation CLP 3 111 164 B Occ: \$1M; Agg & PCOH: \$2M	CGL					X		
	5/29/02-5/29/03	BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation or BITCO National Insurance Company f/k/a Bituminous Casualty Corporation CLP 3141871 Occ: \$1M; Agg & PCOH: \$2M	CGL					X		X
	5/29/03-5/29/04	Hartford Fire Ins Co or Hartford Casualty Ins Co 22UUNUD1629 Occ: \$1M; Agg & PCOH: \$2M	CGL		X			X		X
	5/29/04-5/29/05	Hartford Fire Ins Co or Hartford Casualty Ins Co 22UUNUD1629 Occ: \$1M Agg & PCOH: \$2M	CGL		X			X	X	X
	5/29/05-5/29/06	Hartford Fire Ins Co or Hartford Casualty Ins Co 22UUNUD1629 Occ: \$1M Agg & PCOH: \$2M	CGL		X		X	X	X	X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	5/29/06-5/29/07	Penn National Mutual Casualty Ins Co CL9 0631462 Occ: \$1M Agg & PCQH: \$2M	CGL		X		X	X	X	X
	5/29/07-5/29/08	Penn National Mutual Casualty Ins Co CL9 0631462 Occ: \$1M Agg & PCQH: \$2M	CGL		X		X	X	X	X
	5/29/01-5/29/02	BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation or BITCO National Insurance Company f/k/a Bituminous Casualty Corporation CUP 2 532 7492B Occ/Agg: \$1M	Excess					X		
	5/29/02-5/29/03	BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation or BITCO National Insurance Company f/k/a Bituminous Casualty Corporation CUP 2536722 Occ/Agg: \$1M	Excess					X		X
	5/29/03-5/29/04	Hartford Fire Ins Co or Hartford Casualty Ins Co 22XHUUD1334 Occ & Agg: \$1M	Excess		X			X		X
	5/29/04-5/29/05	Hartford Fire Ins Co or Hartford Casualty Ins Co 22XHUUD1334 Occ & Agg: \$1M	Excess		X			X	X	X
	5/29/05-5/29/06	Hartford Fire Ins Co or Hartford Casualty Ins Co 22XHUUD1334 Occ & Agg: \$1M	Excess		X		X	X	X	X
	5/29/06-5/29/07	Penn National Mutual Casualty Ins Co UL9 0631462 Occ: \$1M	Excess		X		X	X	X	X
	5/29/07-5/29/08	Penn National Mutual Casualty Ins Co UL9 0631462 Occ & Agg: \$1M	Excess		X		X	X	X	X
Speedee Concrete	11/19/05-4/21/06	Hartford Fire Ins Co or Hartford Casualty Ins Co 22 SBA BB9376	TBD						X	
	11/19/06-4/21/07	Hartford Fire Ins Co or Hartford Casualty Ins Co 22 SBA BB9376	TBD						X	
	11/19/07-4/21/08	Hartford Fire Ins Co or Hartford Casualty Ins Co 22 SBA BB9376	TBD						X	
	11/19/08-4/21/09	Hartford Fire Ins Co or Hartford Casualty Ins Co 22 SBA BB9376	TBD						X	
Pelen	2/1/04-2/1/05	Property and Casualty Insurance Company of Hartford or Hartford Casualty Insurance Company 22SBP QD4923	CGL					X		
	2/1/05-2/1/06	Property and Casualty Insurance Company of Hartford or Hartford Casualty Insurance Company 22SBP QD4923	CGL					X		
	2/1/06-2/1/07	Property and Casualty Insurance Company of Hartford or Hartford Casualty Insurance Company 22SBP QD4923	CGL					X		

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	2/1/07-2/1/08	Property and Casualty Insurance Company of Hartford or Hartford Casualty Insurance Company 22SBP QD4923 Agg: \$2M; PCOH & OCC:	CGL					X		
	2/1/04-2/1/05	Property and Casualty Insurance Company of Hartford or Hartford Casualty Insurance Company 22 HHU QD4987	Umbrella					X		
	2/1/05-2/1/06	Property and Casualty Insurance Company of Hartford or Hartford Casualty Insurance Company 22 HHU QD4987	Umbrella					X		
	2/1/06-2/1/07	Property and Casualty Insurance Company of Hartford or Hartford Casualty Insurance Company 22 HHU QD4987	Umbrella					X		
	2/1/07-2/1/08	Property and Casualty Insurance Company of Hartford or Hartford Casualty Insurance Company 22 HHU QD4987 \$2M	Umbrella					X		
RWG	1/27/04-1/27/05	Hannover Ruck SE, SBM to Clarendon America Insurance Co. CGL Policy No. DGA000299 Agg & PCOH: \$2M Occ: \$1M	CGL	X	X			X	X	X
	1/27/05-1/27/06	American Empire Surplus Lines CGL Policy No. 5EP06652	CGL	X	X		X	X	X	X
	1/27/06-1/27/07	American Empire Surplus Lines CGL Policy No. 6EP07417	CGL	X	X		X	X	X	X
	1/27/07-1/27/08	American Empire Surplus Lines 7EP08079	CGL	X	X		X	X	X	X
	1/27/06-1/27/07	American Empire Surplus Lines 6EX07418	Excess	X	X		X	X	X	X
RJM	01/30/04-01/30/05	Hartford Fire Insurance Company CGL #22 SBQ BF0005 \$2M Gen Agg/\$2M PCOH/\$1M	CGL		X				X	X
	01/30/05-01/30/06	Hartford Fire Insurance Company CGL #22 SBQ BF0005 \$2M Gen Agg/\$2M PCOH/\$1M	CGL		X				X	X
	01/30/08 to 01/30/09	NGM Insurance Company CGL # MPI1948F \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X				X	X
	01/30/09 to 01/30/10	NGM Insurance Company CGL # MPI1948F \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X				X	X
	01/30/10-01/30/11	NGM Insurance Company CGL # MPI1948F \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X				X	X
	01/30/11-01/30/12	NGM Insurance Company CGL # MPI1948F \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X				X	X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
SCSP	10/1/01-1/1/03	American Home Assurance Company Policy No: GL 933-17-76 \$1M Per Occ \$2M Gen Agg \$2M PCOH	CGL			X				
	1/1/03-1/1/04	American Home Assurance Company Policy No: GL 933-23-86 \$1M Per Occ \$2M Gen Agg \$2M PCOH	CGL			X				
	1/1/04-1/1/05	Commerce and Industry Insurance Company Policy No: GL 933-30-03 \$1M Per Occ \$2M Gen Agg \$2M PCOH	CGL			X				
	1/1/05-1/16/06	Commerce and Industry Insurance Company Policy No: GL 703-95-21 \$2M Per Occ \$4M Gen Agg \$4M PCOH	CGL			X				
	1/16/06-2/1/07	American Home Assurance Company Policy No: GL 175-74-28 \$2M Per Occ \$4M Gen Agg \$4M PCOH	CGL			X				
	9/20/00-10/1/01	American Guarantee & Liability AUC3678589-00 \$10M Per Occ \$10M Agg	Umbrella			X				
	10/1/01-1/1/03	American Guarantee & Liability AUC3678589-01 \$10M Per Occ \$10M Agg	Umbrella			X				
	1/1/03-1/1/04	National Union Fire Ins Co of Pittsburgh PA, as Parent Company of Chartis Specialty Ins Co f/k/a American International Specialty Lines Ins. Co. Policy No.: 9744911 \$5M Per Occ \$5M Agg \$5M PCOH	Excess / UMB			X				
	1/1/04-1/1/05	National Union Fire Ins. Co. of Pittsburgh PA Policy No: BE5683988 \$5M Per Occ \$5M Agg	Umbrella			X				
	1/1/05-1/1/06	National Union Fire Ins Co of Pittsburgh PA, as Parent Company of Chartis Specialty Ins Co f/k/a American International Specialty Lines Ins. Co. Policy No: 9746080 \$5M Per Occ	Excess/ UMB			X				
	1/15/06-2/1/07	National Union Fire Ins Co of Pittsburgh PA, as Parent Company of Chartis Specialty Ins Co f/k/a American International Specialty Lines Ins. Co. Policy No: 9746548 \$5M Per Occ	Excess/ UMB			X				
	1/16/06-2/1/07	American Home Assurance Company Policy No: 175-74-27 \$4M Gen Agg	CGL			X				
	2/1/07-2/1/08 -	Liberty Mutual Insurance Co TB2-151-287830-037 \$1M/\$2M	CGL			X				

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	2/1/08-2/1/09;	Liberty Mutual Insurance Co TB2-151-287830-038 \$1M/\$2M	CGL			X				
	12/1/08-12/1/09	United Specialty Insurance Company Policy No.: IRH 00MAJ0805001	CGL			X				
	1/15/06-2/1/07	National Union Fire Ins Co of Pittsburgh PA, as Parent Company of Chartis Specialty Ins Co f/k/a American International Specialty Lines Insurance Policy No.: 9746549 \$5M Per Occ	Umbrella			X				
	2/1/07-2/1/08	Everest National Insurance Company 71C660000063-071 \$5M Per Occ \$5M Agg	Excess			X				
Roofer Man	2/3/01-2/3/02	Evanston Insurance Company, SMB to Essex Insurance Company 3CC6936 Agg PCOH & Occ - \$1M	CGL	X		X				
	5/17/01-5/17/02	Scottsdale Insurance Company CLS 0767649	CGL	X		X		X		
Sunland	1/1/02-1/1/03	National Fire Insurance Company of Hartford SBM to Transcontinental Insurance Company 1036806550	CGL			X		X		
	1/1/03-1/1/04	Columbia Casualty Company 2050291948	CGL		X	X		X		
	01/01/05 to 01/01/06	Crum & Forster Specialty Insurance Company CGL #GLO 050132 \$2M Gen Agg/\$1M PCOH/\$1M Per Occ	CGL		X	X		X		
	01/01/06 to 01/01/07	Crum & Forster Specialty Insurance Company CGL #GLO 097936 \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X	X	X	X		
	01/01/07 to 01/01/08	Crum & Forster Specialty Insurance Company CGL #GLO 101085 \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X	X	X	X		
	01/01/08 to 01/01/09	Union Insurance Company CGL #CPA 0123794-10 \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X	X	X	X		
	01/01/10 to 01/01/11	Steadfast Insurance Company CGL #GPL 4891985	CGL		X	X	X	X		
	1/1/11-1/1/12	Nautilus Insurance Company ECP01521004-10 Agg & PCOH - \$2M; Per Occ - \$1M	CGL		X	X	X	X		
	1/1/13 - 1/1/14	Associated Industries Insurance Company AES1025372 00 Agg & PCOH - \$2M; Per Occ - \$1M	CGL		X	X	X	X		
	01/01/14 - 01/01/15	AmTrust International Underwriters Limited PAL1044869 00 Agg & PCOH - \$2M; Per Occ - \$1M	CGL		X	X	X	X		
	1/1/02-1/1/03	National Casualty Company UMO0029118	Umbrella			X		X		

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	1/1/03-1/1/04	Scottsdale Insurance Company UMS0012748	Umbrella		X	X		X		
	1/1/05-1/1/06	Interstate Fire and Casualty Co XSO-01300439	Excess		X	X		X		
	01/01/06 to 01/01/07	Navigators Ins. Co. Excess Policy No. CH06EXC119877 NC \$10M Gen Agg/\$10M PCOH/\$10M Per Occ	Excess		X	X	X	X		
	01/01/07 to 01/01/08	Navigators Ins. Co. Excess Policy No. CH07EXC119877 NC \$10M Gen Agg/\$10M PCOH/\$10M Per Occ	Excess		X	X	X	X		
	01/01/08 to 01/01/09	Navigators Ins. Co. Excess Policy No. CH08EXC119877 NC \$10M Gen Agg/\$10M PCOH/\$10M Per Occ	Excess		X	X	X	X		
	01/01/09 to 01/01/10	Navigators Ins. Co. Excess Policy No. CH09EXC119877 NC \$10M Gen Agg/\$10M PCOH/\$10M Per Occ	Excess		X	X	X	X		
Thomas	12/31/02 to 12/31/03	Federated Mutual Insurance Company 9231807 \$1M Per Occ	CGL		X					
	12/31/06 to 12/31/07	Firemen's Insurance Company of Washington, DC CPA 10112092	CGL		X					
	12/31/07 to 12/31/08	Firemen's Insurance Company of Washington, DC CPA 10112092	CGL		X					
	01/08/10-01/08/11	NGM Insurance Company MPB 9867S \$2M Gen Agg/\$2M Per Occ/\$1M Per Occ	CGL		X					
	01/08/11-01/08/12	Main Street America Assurance Co. MPB9867S \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X					
	01/08/12-01/08/13	Main Street America Assurance Co. MPB9867S \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X					
	12/31/02 to 12/31/03	Federated Mutual Insurance Company Excess Policy #9231809 \$2M Gen Agg/\$2M Per Occ	Excess		X					
Trebor	TBD	Liberty Mutual CBP 8067477	CGL				X	X	X	X
	9/1/01-9/1/02	Selective Ins Co of SC S1444750	CGL					X		
	9/1/02-9/1/03	Selective Ins Co of SC S1444751	CGL					X		
	9/1/03-9/1/04	Selective Ins Co of SC S1444752	CGL					X		X
	9/1/04-9/1/05	Selective Ins Co of SC S1444753	CGL					X	X	X
	9/1/05 - 9/1/06	Montgomery Mutual Insurance Company CBP 8067477	CGL				X	X	X	X
	9/1/06 - 10/1/06	Montgomery Mutual Insurance Company CBP 8067477	CGL				X	X	X	X
	10/1/06 - 10/1/07	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X
	10/1/07 - 10/1/08	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	10/1/08 - 10/1/09	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X
	10/1/09 - 10/1/10	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X
	10/1/10 - 10/1/11	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X
	10/1/11 - 10/1/12	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X
	10/1/12 - 10/1/13	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X
	10/1/13 - 10/1/14	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X
	10/1/14 - 10/1/15	Peerless Insurance Company CBP 8067477 Occ: \$1M; Agg & PCOH: \$2M	CGL				X	X	X	X
	10/1/14 - 10/1/15	Peerless Insurance Company GL 8993649	CGL				X	X	X	X
UFP	6/1/04 - 6/1/05	Discover Property & Casualty Ins. Co. CGL #D002L00124 Agg. Occ & PCOH: \$1M	CGL		X					
	6/1/05 - 6/1/06	Discover Property & Casualty Ins. Co. CGL #D002L00204 Agg. Occ & PCOH: \$1M	CGL		X		X			
	6/1/06 - 6/1/07	Discover Property & Casualty Ins. Co. CGL #D002L00272 Agg & PCOH: \$2M; Occ: \$1M	CGL		X		X			
VJP	1/1/01- 1/1/02	Federated Mutual Insurance Company 791571 Agg & PCOH: \$2M; Occ: \$1M	CGL	X		X		X		
	1/1/02- 1/1/03	Federated Mutual Insurance Company 791571 Agg & PCOH: \$2M; Occ: \$1M	CGL	X		X		X		
Vereen	4/6/01- 4/6/02	Zurich American, SBM to Assurance Company of America SCP 38191715	CGL			X		X		
	4/6/01- 4/6/02	Zurich American, SBM to Assurance Company of America SCP 9495433	Excess			X		X		
WPS	07/12/01 to 07/12/02	Hartford Fire Ins. Co. CGL #22 SBA NL8578 \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL			X		X		
	07/12/02 to 07/12/03	Hartford Fire Ins. Co. CGL #22 SBA NL8578 \$2M Gen Agg/\$2M PCOH/\$1M Per Occ	CGL		X	X		X		X
	07/12/03 to 07/12/04	Hartford Fire Ins. Co. CGL # 22 SBA BB7124 \$15M Gen Agg/\$15M Per Occ/\$15M Per Occ	CGL		X	X		X		X

Subcontractor	Policy Periods	Insurance Carrier / Policy Info	Policy Type	Cypress Bend	Greenbriar	Harbour Cove	Havens	River Crossing	Tanglewood	Woodlands
	07/12/04 to 07/12/05	Hartford Fire Ins. Co. CGL # 22 SBA BB7124 \$15M Gen Agg/\$15M Per Occ/\$15M Per Occ	CGL		X	X		X		X
	07/12/05 to 07/12/06	Hartford Fire Ins. Co. CGL # 22 SBA BB7124 \$15M Gen Agg/\$15M Per Occ/\$15M Per Occ	CGL		X	X	X	X		X
	07/12/06 to 07/12/07	Hartford Fire Ins. Co. CGL # 22 SBA BB7124 \$15M Gen Agg/\$15M Per Occ/\$15M Per Occ	CGL		X	X	X	X		X
	7/12/07-7/12/08	National Fire & Marine Ins Co 72LPS005837 Agg: \$2M; PCOH & Occ: \$1M	CGL		X	X	X	X		X

Carrier	Subcontractor	Policies Agreed to Defend Under
Cypress Bend Project		
Zurich	AO Hardee	CON98600522 and CPO4894974

Greenbriar Project		
American Empire Surplus	RWG	SEP06652, 6EP07417, and 7EP08079
Federated	Thomas	9231807
Hartford	Carolina Drywall	22 SBA BE5240
Hartford	WPS	22SBANL8578 and 22SBABB7124

Harbour Cove Project		
Hartford	Carolina Drywall	22 SBA BE5240
Hartford	Coastal Plaster	21 UEN OE8011 and 21 XHU IT7927
Travelers	AO Hardee	DT-CO-713K9034

Havens Project		
Crum & Forster	Archer Exteriors	GLO 081018 and GLO 91230
First Mercury	Archer Exteriors	FMMA002350, FMMA002350-02, FMMA003806-1, FMMA003806-1, FMMA003806-2, MA-CGL-00000015064-01, and MA-CGL-00000015064-02
Nationwide	Hardworkers	61 AC 466404-3002
American Empire	RWG	SEP06652, 6EP07417, and 7EP08079

River Crossing Project		
Hartford	Carolina Drywall	22 SBA BE5240
Travelers	AO Hardee	DT-CO-713K9034-TIA (CGL) and DT-RC-981K9569-IND (Excess)

Tanglewood Project		
Nationwide	Hardworkers	61 AC 466404-3002
Hartford	Carolina Drywall	22 SBA BE5240
American Empire	RWG	5EP06652, 6EP07417, 6EX07418, and 7EP08079

Woodlands Project		
American Empire	RWG	5EP06652, 6EP07417, 6EX07418, and 7EP08079
Hartford	Carolina Drywall	22 SBA BE5240
Federated	Thomas	CG 20 10 11-85
Bitco	AM Jacobs	CLP 3147482, CUP 2536878, CLP 3171687, CLP 3197031, CLP 3217719, CLP 3232957, and CLP 3245114

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

COUNTY OF HORRY

CENTEX HOMES, a Nevada General
Partnership

CASE NO. 2016-CP-26-6670

Plaintiff,

v.

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION; THE CYPRESS BEND
HORIZONTAL PROPERTY REGIME; THE
HARBOUR COVE CONDOMINIUM
ASSOCIATION; THE GREENBRIAR
CONDOMINIUM ASSOCIATION; THE
HAVENS CONDOMINIUM ASSOCIATION;
THE RIVER CROSSING CONDOMINIUM
ASSOCIATION; VINCENT J. TAMBURRO, ON
BEHALF OF HIMSELF AND OTHERS
SIMILARLY SITUATED; THE TANGLEWOOD
CONDOMINIUM ASSOCIATION; THE
WOODLANDS CONDOMINIUM
ASSOCIATION; MARK E. LANE, ON BEHALF
OF HIMSELF AND OTHERS SIMILARLY
SITUATED; ADMIRAL INSURANCE CO.,
AMERICAN EMPIRE SURPLUS LINES
INSURANCE COMPANY, AMERICAN
GUARANTEE AND LIABILITY INS CO,
AMERICAN HOME ASSURANCE CO,
AMERICAN SOUTHERN INS CO, AMERISURE
INSURANCE COMPANY, AMERISURE
MUTUAL INSURANCE COMPANY,
AMERISURE MUTUAL INSURANCE
COMPANY F/K/A MICHIGAN MUTUAL
INSURANCE COMPANY, AMTRUST
INTERNATIONAL UNDERWRITERS,
LIMITED, ANSUR AMERICA INSURANCE
COMPANY, ARCH INSURANCE COMPANY,
ASSOCIATED INDUSTRIES INSURANCE
COMPANY, INC., ATAIN SPECIALTY
INSURANCE COMPANY F/K/A USF
INSURANCE COMPANY, AUTO-OWNERS
INSURANCE COMPANY, AWC INSURANCE
COMPANY, LTD., BITCO GENERAL
INSURANCE CORPORATION F/K/A
BITUMINOUS CASUALTY CORPORATION,

**ANSWER AND AFFIRMATIVE
DEFENSES OF DEFENDANT
AMERICAN EMPIRE SURPLUS
LINES INSURANCE COMPANY TO
PLAINTIFF'S AMENDED
COMPLAINT**

2016 DEC -9 PM 3:25

BITCO NATIONAL INSURANCE COMPANY
F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO GENERAL
INSURANCE CORPORATION F/K/A
BITUMINOUS INS CO, BITCO NATIONAL
INSURANCE COMPANY F/K/A BITUMINOUS
INS CO, BUILDERS MUTUAL INS CO,
COLUMBIA CASUALTY CO., COMMERCE
AND INDUSTRY INS CO, CRUM & FORSTER
SPECIALTY INSURANCE COMPANY,
DISCOVER PROPERTY & CASUALTY
INSURANCE COMPANY, ERIE INSURANCE
EXCHANGE, EVANSTON INSURANCE
COMPANY, AS SUCCESSOR BY MERGER TO
ESSEX INSURANCE COMPANY, EVEREST
NATIONAL INSURANCE COMPANY,
FEDERATED MUTUAL INS CO, FEDERATED
SERVICE INSURANCE COMPANY, FCCI
INSURANCE COMPANY, FIREMEN'S INS. CO.
OF WASHINGTON, D.C., FIRST FINANCIAL
INSURANCE CO., FIRST MERCURY
INSURANCE COMPANY, HANNOVER RUCK
SE, AS SUCCESSOR BY MERGER TO
CLARENDON AMERICA INSURANCE
COMPANY, HARLEYSVILLE INSURANCE
COMPANY, HARTFORD CASUALTY
INSURANCE COMPANY, HARTFORD FIRE
INS CO, HARTFORD UNDERWRITERS
INSURANCE COMPANY, INSURANCE
COMPANY OF THE STATE OF
PENNSYLVANIA, INTERSTATE FIRE &
CASUALTY COMPANY, LIBERTY
INSURANCE CORPORATION, LIBERTY
MUTUAL FIRE INS CO, LIBERTY MUTUAL
INS CO, MAIN STREET AMERICA
ASSURANCE COMPANY, MONTGOMERY
MUTUAL INSURANCE COMPANY,
NATIONAL CASUALTY CO, NATIONAL FIRE
& MARINE INSURANCE COMPANY,
NATIONAL FIRE INS CO OF HARTFORD, AS
SBM TO TRANSCONTINENTAL INSURANCE
COMPANY, NATIONAL TRUST INSURANCE
COMPANY, NATIONAL UNION FIRE INS CO
OF PITTSBURGH PA, NATIONAL UNION FIRE
INS CO OF PITTSBURGH PA, AS PARENT
COMPANY OF CHARTIS SPECIALTY INS

COMPANY F/K/A AMERICAN
INTERNATIONAL SPECIALTY LINES
INSURANCE COMPANY, INC., NATIONWIDE
MUTUAL FIRE INS CO, NAUTILUS
INSURANCE COMPANY, NGM INSURANCE
COMPANY, NORTH POINTE INSURANCE
COMPANY SBM CAPITAL CITY INSURANCE
CO., OHIO CASUALTY INS CO, OWNERS
INSURANCE CO, PACIFIC EMPLOYERS
INSURANCE CO, PEERLESS INDEMNITY INS
CO, PEERLESS INS CO, PENNSYLVANIA
LUMBERMENS MUTUAL INS CO,
PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INS CO, PROPERTY AND
CASUALTY INSURANCE CO. OF HARTFORD,
SCOTTSDALE INSURANCE COMPANY,
SELECTIVE INSURANCE COMPANY OF
SOUTH CAROLINA, SELECTIVE INSURANCE
COMPANY OF THE SOUTHEAST, SOUTH
CAROLINA INSURANCE COMPANY, STATE
FARM FIRE & CASUALTY CO, STEADFAST
INSURANCE COMPANY, TRAVELERS
INDEMNITY CO, TRAVELERS PROPERTY
CASUALTY COMPANY OF AMERICA, THE
TRAVELERS INDEMNITY COMPANY OF
AMERICA, UNION INSURANCE COMPANY,
UNITED SPECIALTY INSURANCE COMPANY,
WESCO INSURANCE CO, WESTFIELD INS CO,
ZURICH AMERICAN INSURANCE COMPANY,
ZURICH AMERICAN INSURANCE COMPANY,
AS SUCCESSOR BY MERGER TO ASSURANCE
COMPANY OF AMERICA, ZURICH
AMERICAN INSURANCE COMPANY, AS
SUCCESSOR BY MERGER TO NORTHERN
INSURANCE COMPANY OF NEW YORK,
JOHN DOE INSURERS, A.M. JACOBS, INC.,
A.O. HARDEE & SON, INC., A.C.
CONSTRUCTION, INC., AFFORDABLE
CONSTRUCTION, LLC F/K/A AFFORDABLE
DRYWALL, LLC F/K/A CASTRO
CONSTRUCTION, INC., AJAX
CONSTRUCTION, LLC, AK FRAMING,
ARCHER EXTERIORS, INC., AMERICAN
RESIDENTIAL SERVICES, LLC D/B/A
AMERICAN RESIDENTIAL SERVICES OF
SOUTH CAROLINA, INC. A/K/A AMERICAN

RESIDENTIAL SERVICES L.L.C. D/B/A ARS
SERVICE EXPRESS, ATLANTIC BUILDING
COMPONENTS & SERVICES, INC., BLUE
RIBBON CLEANING SERVICE, INC., BOGLE
ELECTRIC, INC., BR BRICK & MASONRY, INC.
N/K/A BR BRICK & STONE, L.P. A/K/A BR
MASONRY HOLDINGS, LP D/B/A BR BRICK &
STONE, LP, BRIGGS MASONRY, INC.,
BUILDERS FIRSTSOURCE - ATLANTIC
GROUP, LLC A/K/A BUILDERS FIRSTSOURCE
- ATLANTIC GROUP, INC., BUILDERS
FIRSTSOURCE - SOUTHEAST GROUP, LLC
A/K/A BUILDERS FIRSTSOURCE -
SOUTHEAST GROUP, INC., CAPITAL
CONSTRUCTION GROUP, LLC A/K/A
CAPITAL CONSTRUCTION GROUP, INC.,
CARL WILLIAMSON D/B/A WILLIAMSON
CONSTRUCTION & WATERPROOFING, A/K/A
WILLIAMSON CONSTRUCTION, INC., A/K/A
WILLIAMSON CONSTRUCTION, LLC,
CAROLINA BUILDERS CORPORATION N/K/A
STOCK BUILDING SUPPLY, LLC F/K/A STOCK
BUILDING SUPPLY, INC., A/K/A WOLSELEY
INVESTMENTS INC., A/K/A FERGUSON
ENTERPRISES, INC., A/K/A STOCK
BUILDINGS SUPPLY, INC., CAROLINA COOL,
INC. F/K/A CAROLINA COOLING AND
PLUMBING, INC., CAROLINA DRYWALL &
INTERIORS, INC. A/K/A CAROLINA
DRYWALL INTERIORS, INC. A/K/A
CAROLINA DRYWALL CONTRACTORS, INC.,
CARPETS BY KENDALL, INC., COASTAL
CAROLINA MECHANICAL CONTRACTORS,
COASTAL CONTRACT HARDWARE,
COASTAL DRYWALL, INC. D/B/A COASTAL
PLASTER SYSTEMS, INC., COASTAL
ENCLOSURES & CONSTRUCTION, INC.,
COHEN'S CONSTRUCTION CO., INC. A/K/A
COHEN'S DRYWALL COMPANY, INC., COL-
COR INDUSTRIES, INC. A/K/A ACTIVE GLASS
& MIRROR, INC., COX MILLWORK & SUPPLY,
INC., CRAWFORD DOOR SYSTEMS, INC.
A/K/A HORNE OVERHEAD DOOR CO INC.,
CREATIVE TOUCH INTERIORS, INC. F/K/A
FLOORS, INC. F/K/A RICE PLANTER
CARPETS, INC., DENNIS BRICK

DISTRIBUTORS, DUNN PLUMBING COMPANY, INC. A/K/A DDD, INC. D/B/A DUNN PLUMBING, ELITE EXTERIORS, LLC, EOB CONCRETE, INC. A/K/A BOYZO'S CONCRETE, FERREIRA'S DRYWALL A/K/A FERREIRA DRYWALL C/O JAMES FERREIRA, OWNER, FERST PLASTERING, INC. A/K/A FERST EXTERIORS, INC., FRANK HARRIS D/B/A FRANK HARRIS CONSTRUCTION, GARY HUNNELL D/B/A GRAND STRAND ROOFING A/K/A GRAND STRAND ROOFING & SIDING, GENERAL LANDSCAPE GROUP, LLC A/K/A GENERAL LANDSCAPE MAINTENANCE, LLC, HARDWORKERS CONSTRUCTION, LLC, A/K/A HARDWORKERS CONSTRUCTION COMPANY, LLC A/K/A HARDWORKERS CONSTRUCTION COMPANY, HARRIS DRYWALL, INTRACOASTAL SERVICE COMPANY, INC. A/K/A INTRACOASTAL SERVICE, INC., ITP, INC. A/K/A I.T.P., INC., JAYCO, INC., JERRY'S CONCRETE A/K/A JERRY MCRAE CONSTRUCTION, INC., JOHN FRAZIER A/K/A ROOF DOCTOR OF THE CAROLINA'S, INC., JS ELITE FLOORING COMPANY A/K/A JS ELITE TILE COMPANY, LPM ENTERPRISES, INC. F/K/A LOSS PREVENTION MANAGEMENT, INC. A/K/A LOSS PREVENTION MANAGEMENT HOME INSPECTIONS, INC., MARIO GARCIA MORENO D/B/A GARCIA CONSTRUCTION A/K/A GARCIA CONSTRUCTION, LLC, MARTIN MATA D/B/A MARTIN MASONRY, INC. A/K/A RAMON MASONRY, MICHAEL DAWSON D/B/A MICHAEL DAWSON CONSTRUCTION, INC., PELEN, INC., RICHARD BLACKWELL D/B/A SYNTHETIC DESIGNS, RJM PLUMBING, INC., RIGHT WAY CONSTRUCTION, INC. A/K/A RWG, INC. A/K/A RIGHT WAY GROUP, INC. A/K/A RWGR, INC., SAM'S DRYWALL, INC., ANSE, INC. A/K/A INTEGRITY WALL SYSTEMS, LLC, A/K/A SOUTH CAROLINA STATE PLASTERING, LLC, A/K/A GEORGIA STATE PLASTERING, LLC, SETZER & SONS, NOE HERNANDEZ A/K/A NOE HERNANDEZ

ZUNIGA D/B/A SPEEDEE CONCRETE, INC.,
STEVEN BOSCH D/B/A THE ROOFER MAN,
SUNLAND FIRE PROTECTION, INC.,
THOMAS, INC. A/K/A THOMAS HEATING &
COOLING, INC., TOP NOTCH PAINTERS,
TREBOR INDUSTRIES, INC., UNIVERSAL
FOREST PRODUCTS EASTERN DIVISION,
INC. A/K/A UNIVERSAL FOREST PRODUCTS
SHOFFNER, LLC N/K/A UFP EASTERN
DIVISION, INC., VEREEN CONCRETE
COMPANY, INC., A/K/A VEREEN CONCRETE
CONSTRUCTION, INC., VANCE JOHNSON
PLUMBING COMPANY, INC., WEATHER
PROTECTION SYSTEMS, INC.,

Defendants.

Defendant American Empire Surplus Lines Insurance Company ("American Empire") hereby answers the Amended Complaint filed by the Plaintiff ("Centex") in the above matter by denying each and every allegation not specifically admitted herein and further responding as follows:

FOR A FIRST DEFENSE

1. Paragraph 1 of the Amended Complaint states the nature of this litigation, according to Centex, and/or calls for legal conclusions that do not require a response. To the extent a response is required, upon information and belief, American Empire admits the allegations of Paragraph 1, craves reference to the Amended Complaint and the factual and legal allegations contained therein, and denies all allegations inconsistent therewith.
2. Responding to Paragraph 2 of the Amended Complaint, American Empire lacks information sufficient to determine whether all the Defendants named herein, including American Empire, are proper parties to this lawsuit. American Empire craves reference to the relevant insurance policies, agreements, and other documentation relevant to this case,

and denies all allegations in Paragraph 2 inconsistent therewith. Further responding to Paragraph 2 of the Amended Complaint, the allegations therein call for one or more legal conclusions that do not require a response. To the extent a response is required, American Empire craves reference to the Amended Complaint and the factual and legal allegations contained therein.

3. Responding to Paragraph 3 of the Amended Complaint, American Empire admits venue is appropriate in Horry County, South Carolina.
4. American Empire lacks sufficient knowledge or information to form a belief as to Paragraph 4, denies the allegations, and demands strict proof thereof.
5. American Empire lacks sufficient knowledge or information to form a belief as to Paragraph 5, denies the allegations, and demands strict proof thereof.
6. American Empire admits the allegations of Paragraph 6.
7. American Empire lacks sufficient knowledge or information to form a belief as to Paragraphs 7-83, denies the allegations, and demands strict proof thereof.
8. Paragraph 84 is procedural in nature and does not require a response. To the extent a response is required, American Empire denies the allegations and demands strict proof thereof.
9. American Empire lacks sufficient knowledge or information to form a belief as to Paragraphs 85-148, denies the allegations, and demands strict proof thereof.
10. Upon information and belief, American Empire admits the allegations of Paragraph 149 to the extent they are consistent with the corporate records, official filings, and other relevant documents of the mentioned entities. American Empire denies the allegations of Paragraph 149 to the extent they are inconsistent with said documents.

11. American Empire lacks sufficient knowledge or information to form a belief as to Paragraphs 150-162, denies the allegations, and demands strict proof thereof.
12. Paragraph 163 is procedural in nature and does not require a response. To the extent a response is required, American Empire denies the allegations and demands strict proof thereof.
13. Responding to Paragraph 164 of the Amended Complaint, American Empire admits this Court has jurisdiction over the subject matter and parties to this action.
14. American Empire lacks sufficient knowledge or information to form a belief as to Paragraphs 165-171, denies the allegations, and demands strict proof thereof.
15. Paragraph 172 is procedural in nature and does not require a response. To the extent a response is required, American Empire denies the allegations and demands strict proof thereof.
16. American Empire lacks sufficient knowledge or information to form a belief as to Paragraph 173, denies the allegations, and demands strict proof thereof.
17. Responding to Paragraphs 174-176 of the Amended Complaint, American Empire craves reference to the lawsuits referenced therein and denies all allegations inconsistent therewith.
18. American Empire lacks sufficient knowledge or information to form a belief as to Paragraph 177, denies the allegations, and demands strict proof thereof.
19. Responding to Paragraph 178, American Empire admits it issued the American Empire policies identified in Exhibit K referenced therein, craves reference to said policies, and denies all allegations in Paragraph 178 (including Exhibit K) inconsistent with the language of said policies. American Empire lacks sufficient knowledge or information to form a

belief as to the remaining allegations of Paragraph 178 and craves reference to the referenced policies.

20. Responding to Paragraph 179, American Empire craves reference to the policies referenced therein and denies all allegations therein inconsistent with the language of said policies.
21. Paragraphs 180-182 are procedural in nature and do not require a response. To the extent a response is required, American Empire denies the allegations and demands strict proof thereof.
22. Responding to Paragraphs 183-188, American Empire craves reference to the policies it issued and denies it has breached any of its obligations to Centex. American Empire lacks sufficient knowledge or information to form a belief as to Paragraphs 183-188, denies the allegations, and demands strict proof thereof. Further responding to Paragraphs 183-188, the allegations therein call for one or more legal conclusions that do not require a response. To the extent a response is required, American Empire denies these allegations.
23. American Empire denies the "Wherefore Clause" that immediately follows Paragraph 188 of the Amended Complaint, including all subparts, and demands strict proof thereof. Further responding to the "Wherefore Clause" that immediately follows Paragraph 188, the allegations therein call for one or more legal conclusions that do not require a response. To the extent a response is required, American Empire denies these allegations.
24. Paragraph 189 is procedural in nature and does not require a response. To the extent a response is required, American Empire denies the allegations and demands strict proof thereof.
25. Upon information and belief, Paragraphs 190-199 of the Amended Complaint including the "Wherefore Clause" that immediately follows Paragraph 199 of the Amended

Complaint are directed at Defendants other than American Empire; therefore, no response by American Empire is required. To the extent a response is required, American Empire denies the allegations and demands strict proof thereof.

26. Paragraph 200 is procedural in nature and does not require a response. To the extent a response is required, American Empire denies the allegations and demands strict proof thereof.

27. Responding to Paragraph 201, American Empire admits Centex tendered the Underlying Actions, craves reference to the referenced tenders and related communications and documentation, and denies all allegations in Paragraph 201 inconsistent therewith. American Empire lacks sufficient knowledge or information to form a belief as to the remaining allegations of Paragraph 201, denies the allegations, and demands strict proof thereof.

28. Responding to Paragraph 202, American Empire admits it agreed to defend Centex in the Woodlands, Tanglewood, Greenbriar, and Havens cases subject to a reservation of rights and other agreements and understandings between the parties, denies it agreed to defend Centex in the Cypress Bend, River Crossing, and Harbour Cove cases, denies it has an obligation to defend or indemnify Centex in the Cypress Bend, River Crossing, and Harbour Cove cases, craves reference to the related agreements, documents, and communications, and denies all allegations in Paragraph 202 inconsistent therewith. American Empire denies it has breached any contract with Centex or any other entity or individual. American Empire lacks sufficient knowledge or information to form a belief as to the remaining allegations of Paragraph 202, denies the allegations, and demands strict proof thereof.

29. American Empire lacks sufficient knowledge or information to form a belief as to Paragraphs 203-204, denies the allegations, and demands strict proof thereof. Further responding to Paragraphs 203-204, the allegations therein call for one or more legal conclusions that do not require a response. To the extent a response is required, American Empire denies these allegations.

30. American Empire denies the "Wherefore Clause" that immediately follows Paragraph 204 of the Amended Complaint, including all subparts, and demands strict proof thereof. Further responding to the "Wherefore Clause" that immediately follows Paragraph 205, the allegations therein call for one or more legal conclusions that do not require a response. To the extent a response is required, American Empire denies these allegations.

FOR A SECOND DEFENSE

31. The Amended Complaint fails to state a cause of action for which relief can be granted.

FOR A THIRD DEFENSE

32. Centex's claims are barred by the statute of limitations.

FOR A FOURTH DEFENSE

33. Centex's request for a declaratory judgment on American Empire's defense and/or indemnity obligations is not ripe due to the pendency of the Underlying Actions and the agreements, representations, and other past and ongoing conduct of the parties including, but not limited to, American Empire's performance of its obligations under the applicable policies.

FOR A FIFTH DEFENSE

34. Centex's breach of contract claim against American Empire fails because American Empire is honoring its obligations under the applicable policies with respect to the Woodlands, Tanglewood, Greenbriar, and Havens cases.

FOR A SIXTH DEFENSE

35. American Empire does not have any defense, indemnity, or other contractual obligations to Centex, as an additional named insured or otherwise, in the Cypress Bend, River Crossing, and Harbour Cove cases. Some, but not necessarily all, of the substantive grounds supporting American Empire's decision to deny coverage in these cases are identified and contained in the respective coverage denial letters from American Empire to Centex. These grounds are incorporated herein as an affirmative defense by reference. American Empire reserves the right to assert other defenses to Centex's demands for defense and/or indemnification in the Cypress Bend, River Crossing, and Harbour Cove cases.

FOR A SEVENTH DEFENSE

36. Centex's breach of contract claim against American Empire fails due to Centex's or one or more third party's failure to perform one or more conditions precedent to performance.

FOR AN EIGHTH DEFENSE

37. Centex's breach of contract claim against American Empire fails due to Plaintiff's past performance and course of conduct.

FOR A NINTH DEFENSE

38. Centex's breach of contract claim against American Empire fails under the doctrines of impossibility and impracticability of performance.

FOR A TENTH DEFENSE

39. Centex's breach of contract claim against American Empire is barred by equitable doctrines of estoppel, waiver, laches, and unclean hands.

FOR AN ELEVENTH DEFENSE

40. Centex's breach of contract claim against American Empire is barred by the Statute of Frauds.

FOR A TWELFTH DEFENSE

41. Centex's contractual claims should not be enforced to the extent they violate public policy, statutory law, or constitutional provisions.

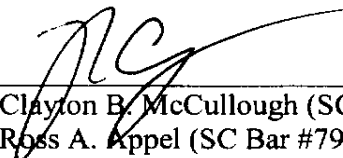
FOR A THIRTEENTH DEFENSE

42. Centex has failed to mitigate its damages.

WHEREFORE, having fully responded to the Amended Complaint, American Empire prays that the Amended Complaint be dismissed with prejudice, that the Court award their costs, including reasonable attorneys' fees in defending this action, and that the Court award such further equitable and legal relief as the Court deems just and proper.

Respectfully Submitted,

McCULLOUGH KHAN, LLC


Clayton B. McCullough (SC Bar #13722)
Ross A. Appel (SC Bar #79149)
359 King Street, Suite 200
Charleston, SC 29401
(843) 937-0400
(843) 937-0706 (fax)
clay@mklawsc.com
Ross@mklawsc.com

12/5/2016
Charleston, SC

**ATTORNEYS FOR DEFENDANT AMERICAN
EMPIRE SURPLUS LINES INSURANCE COMPANY**

STATE OF SOUTH CAROLINA)

COUNTY OF HORRY)

Centex Homes, a Nevada General
Partnership,)

Plaintiff,)

vs.)

THE CYPRESS BEND CONDOMINIUM)
ASSOCIATION; THE CYPRESS BEND)
HORIZONTAL PROPERTY REGIME; THE)
HARBOUR COVE CONDOMINIUM)
ASSOCIATION; THE GREENBRIAR)
CONDOMINIUM ASSOCIATION; THE)
HAVENS CONDOMINIUM)
ASSOCIATION; THE RIVER CROSSING)
CONDOMINIUM ASSOCIATION;)
VINCENT J. TAMBURRO, ON BEHALF)
OF HIMSELF AND OTHERS SIMILARLY)
SITUATED; THE TANGLEWOOD)
CONDOMINIUM ASSOCIATION; THE)
WOODLANDS CONDOMINIUM)
ASSOCIATION; MARK E. LANE, ON)
BEHALF OF HIMSELF AND OTHERS)
SIMILARLY SITUATED; ADMIRAL)
INSURANCE CO., AMERICAN EMPIRE)
SURPLUS LINES INSURANCE)
COMPANY, AMERICAN GUARANTEE)
AND LIABILITY INS CO, AMERICAN)
HOME ASSURANCE CO, AMERICAN)
SOUTHERN INS CO, AMERISURE)
INSURANCE COMPANY, AMERISURE)
MUTUAL INSURANCE COMPANY,)
AMERISURE MUTUAL INSURANCE)
COMPANY F/K/A MICHIGAN MUTUAL)
INSURANCE COMPANY, AMTRUST)
INTERNATIONAL UNDERWRITERS,)
LIMITED, ANSUR AMERICA INSURANCE)
COMPANY, ARCH INSURANCE)
COMPANY, ASSOCIATED INDUSTRIES)

IN THE COURT OF COMMON PLEAS

**ANSWER OF DEFENDANTS
BITCO GENERAL INSURANCE
CORPORATION F/K/A BITUMINOUS
CASUALTY CORPORATION, BITCO
NATIONAL INSURANCE COMPANY
F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO GENERAL
INSURANCE CORPORATION F/K/A
BITUMINOUS INS CO., BITCO
NATIONAL INSURANCE COMPANY
F/K/A BITUMINOUS INS. CO., TO
PLAINTIFF'S AMENDED COMPLAINT**

HORRY COUNTY
2017 JAN -6 PM 1:33
CLERK OF COURT
HORRY COUNTY, SC

INSURANCE COMPANY, INC., ATAIN)
 SPECIALTY INSURANCE COMPANY)
 F/K/A USF INSURANCE COMPANY,)
 AUTO-OWNERS INSURANCE COMPANY,)
 AWC I INSURANCE COMPANY, LTD.,)
 BITCO GENERAL INSURANCE)
 CORPORATION F/K/A BITUMINOUS)
 CASUALTY CORPORATION, BITCO)
 NATIONAL INSURANCE COMPANY F/K/A)
 BITUMINOUS CASUALTY)
 CORPORATION, BITCO GENERAL)
 INSURANCE CORPORATION F/K/A)
 BITUMINOUS INS CO, BITCO NATIONAL)
 INSURANCE COMPANY F/K/A)
 BITUMINOUS INS CO, BUILDERS)
 MUTUAL INS CO, COLUMBIA CASUALTY)
 CO., COMMERCE AND INDUSTRY INS)
 CO, CRUM & FORSTER SPECIALTY)
 INSURANCE COMPANY, DISCOVER)
 PROPERTY & CASUALTY INSURANCE)
 COMPANY, ERIE INSURANCE)
 EXCHANGE, EVANSTON INSURANCE)
 COMPANY, AS SUCCESSOR BY)
 MERGER TO ESSEX INSURANCE)
 COMPANY, EVEREST NATIONAL)
 INSURANCE COMPANY, FEDERATED)
 MUTUAL INS CO, FEDERATED SERVICE)
 INSURANCE COMPANY, FCCI)
 INSURANCE COMPANY, FIREMEN'S)
 INS. CO. OF WASHINGTON, D.C.,)
 FIRST FINANCIAL INSURANCE CO.,)
 FIRST MERCURY INSURANCE)
 COMPANY, HANNOVER RUCK SE, AS)
 SUCCESSOR BY MERGER TO)
 CLARENDON AMERICA INSURANCE)
 COMPANY, HARLEYSVILLE INSURANCE)
 COMPANY, HARTFORD CASUALTY)
 INSURANCE COMPANY, HARTFORD)
 FIRE INS CO, HARTFORD)
 UNDERWRITERS INSURANCE)
 COMRANY, INSURANCE COMPANY OF)
 THE STATE OF PENNSYLVANIA,)
 INTERSTATE FIRE & CASUALTY)
 COMPANY, LIBERTY INSURANCE)

CORPORATION, LIBERTY MUTUAL)
 FIRE INS CO, LIBERTY MUTUAL INS CO,)
 MAIN STREET AMERICA ASSURANCE)
 COMPANY, MONTGOMERY MUTUAL)
 INSURANCE COMPANY, NATIONAL)
 CASUALTY CO, NATIONAL FIRE &)
 MARINE INSURANCE COMPANY,)
 NATIONAL FIRE INS CO OF HARTFORD,)
 AS SBM TO TRANSCONTINENTAL)
 INSURANCE COMPANY, NATIONAL)
 TRUST INSURANCE COMPANY,)
 NATIONAL UNION FIRE INS CO OF)
 PITTSBURGH PA, NATIONAL UNION,)
 FIRE INS CO OF PITTSBURGH PA,)
 AS PARENT COMPANY OF CHARTIS)
 SPECIALTY INS COMPANY F/K/A)
 AMERICAN INTERNATIONAL SPECIALTY)
 LINES INSURANCE COMPANY, INC.,)
 NATIONWIDE MUTUAL FIRE INS CO,)
 NAUTILUS INSURANCE COMPANY,)
 NGM INSURANCE COMPANY, NORTH)
 POINTE INSURANCE COMPANY SBM)
 CAPITAL CITY INSURANCE CO., OHIO)
 CASUALTY INS CO, OWNERS)
 INSURANCE CO, PACIFIC EMPLOYERS)
 INSURANCE CO, PEERLESS INDEMNITY)
 INS CO, PEERLESS INS CO,)
 PENNSYLVANIA LUMBERMENS MUTUAL)
 INS CO, PENNSYLVANIA NATIONAL)
 MUTUAL CASUALTY INS CO, PROPERTY)
 AND CASUALTY INSURANCE CO. OF)
 HARTFORD, SCOTTSDALE INSURANCE)
 COMPANY, SELECTIVE INSURANCE)
 COMPANY OF SOUTH CAROLINA,)
 SELECTIVE INSURANCE COMPANY OF)
 THE SOUTHEAST, SOUTH CAROLINA)
 INSURANCE COMPANY, STATE FARM)
 FIRE & CASUALTY CO, STEADFAST)
 INSURANCE COMPANY, TRAVELERS)
 INDEMNITY CO, TRAVELERS)
 PROPERTY CASUALTY COMPANY OF)
 AMERICA, THE TRAVELERS INDEMNITY)
 COMPANY OF AMERICA, UNION)
 INSURANCE COMPANY, UNITED)

SPECIALTY INSURANCE COMPANY,)
 WESCO INSURANCE CO, WESTFIELD)
 INS CO, ZURICH AMERICAN)
 INSURANCE COMPANY, ZURICH)
 AMERICAN INSURANCE COMPANY, AS)
 SUCCESSOR BY MERGER TO)
 ASSURANCE COMPANY OF AMERICA,)
 ZURICH AMERICAN INSURANCE)
 COMPANY, AS SUCCESSOR BY)
 MERGER TO NORTHERN)
 INSURANCE COMPANY OF NEW YORK,)
 JOHN DOE INSURERS, A.M. JACOBS,)
 INC., A.O. HARDEE & SON, INC., A.C.)
 CONSTRUCTION, INC., AFFORDABLE)
 CONSTRUCTION, LLC F/K/A)
 AFFORDABLE DRYWALL, LLC F/K/A)
 CASTRO CONSTRUCTION, INC.,)
 AJAX CONSTRUCTION, LLC, AK)
 FRAMING, ARCHER EXTERIORS, INC.,)
 AMERICAN RESIDENTIAL SERVICES,)
 LLC D/B/A AMERICAN RESIDENTIAL)
 SERVICES OF SOUTH CAROLINA, INC.)
 A/K/A AMERICAN RESIDENTIAL)
 SERVICES L.L.C. D/B/A ARS SERVICE)
 EXPRESS, ATLANTIC BUILDING)
 COMPONENTS & SERVICES, INC.,)
 BLUE RIBBON CLEANING SERVICE,)
 INC., BOGLE ELECTRIC, INC., BR BRICK)
 & MASONRY, INC. N/K/A BR BRICK &)
 STONE, L.P. A/K/A BR MASONRY)
 HOLDINGS, LP D/B/A BR BRICK &)
 STONE, LP, BRIGGS MASONRY, INC.,)
 BUILDERS FIRSTSOURCE - ATLANTIC)
 GROUP, LLC A/K/A BUILDERS)
 FIRSTSOURCE - ATLANTIC GROUP,)
 INC., BUILDERS FIRSTSOURCE -)
 SOUTHEAST GROUP, LLC A/K/A)
 BUILDERS FIRSTSOURCE -)
 SOUTHEAST GROUP, INC., CAPITAL)
 CONSTRUCTION GROUP, LLC A/K/A)
 CAPITAL CONSTRUCTION GROUP, INC.,)
 CARL WILLIAMSON D/B/A WILLIAMSON)
 CONSTRUCTION & WATERPROOFING,)
 A/K/A WILLIAMSON CONSTRUCTION,)

INC., A/K/A WILLIAMSON)
 CONSTRUCTION, LLC, CAROLINA)
 BUILDERS CORPORATION N/K/A STOCK)
 BUILDING SUPPLY, LLC F/K/A STOCK)
 BUILDING SUPPLY, INC., A/K/A)
 WOLSELEY INVESTMENTS INC., A/K/A)
 FERGUSON ENTERPRISES, INC., A/K/A)
 STOCK BUILDINGS SUPPLY, INC.,)
 CAROLINA COOL, INC. F/K/A CAROLINA)
 COOLING AND PLUMBING, INC.,)
 CAROLINA DRYWALL & INTERIORS, INC.)
 A/K/A CAROLINA DRYWALL INTERIORS,)
 INC. A/K/A CAROLINA DRYWALL)
 CONTRACTORS, INC., CARPETS BY)
 KENDALL, INC., COASTAL CAROLINA)
 MECHANICAL CONTRACTORS,)
 COASTAL CONTRACT HARDWARE,)
 COASTAL DRYWALL, INC. D/B/A)
 COASTAL PLASTER SYSTEMS, INC.,)
 COASTAL ENCLOSURES &)
 CONSTRUCTION, INC., COHEN'S)
 CONSTRUCTION CO., INC. A/K/A)
 COHEN'S DRYWALL COMPANY, INC.,)
 COL-COR INDUSTRIES, INC. A/K/A)
 ACTIVE IGLASS & MIRROR, INC., COX)
 MILLWORK & SUPPLY, INC.,)
 CRAWFORD DOOR SYSTEMS, INC.)
 A/K/A HORNE OVERHEAD DOOR CO)
 INC., CREATIVE TOUCH INTERIORS,)
 INC. F/K/A FLOORS, INC. F/K/A RICE)
 PLANTER CARPETS, INC., DENNIS)
 BRICK DISTRIBUTORS, DUNN)
 PLUMBING COMPANY, INC. A/K/A DDD,)
 INC. D/B/A DUNN PLUMBING, ELITE)
 EXTERIORS, LLC, EOB CONCRETE, INC.)
 A/K/A BOYZO'S CONCRETE,)
 FERREIRA'S DRYWALL A/K/A FERREIRA)
 DRYWALL C/O JAMES FERREIRA,)
 OWNER, FERST PLASTERING, INC.)
 A/K/A FERST EXTERIORS, INC., FRANK)
 HARRIS D/B/A FRANK HARRIS)
 CONSTRUCTION, GARY HUNNELL)
 D/B/A GRAND STRAND ROOFING A/K/A)
 GRAND STRAND ROOFING & SIDING,)

GENERAL LANDSCAPE GROUP, LLC)
 A/K/A GENERAL LANDSCAPE)
 4MAINTENANCE, LLC, HARDWORKERS)
 CONSTRUCTION, LLC, A/K/A)
 HARDWORKERS CONSTRUCTION)
 COMPANY, LLC A/K/A HARDWORKERS)
 CONSTRUCTION COMPANY, HARRIS -)
 DRYWALL, INTRACOASTAL SERVICE)
 COMPANY, INC. A/K/A INTRACOASTAL)
 SERVICE, INC., ITP, INC. A/K/A I.T.P.,)
 INC., JAYCO, INC., JERRY'S CONCRETE)
 A/K/A JERRY MCRAE CONSTRUCTION,)
 INC., JOHN FRAZIER A/K/A ROOF)
 DOCTOR OF THE CAROLINA'S, INC., JS)
 ELITE FLOORING COMPANY A/K/A JS)
 ELITE TILE COMPANY, LPM)
 ENTERPRISES, INC. F/K/A LOSS)
 PREVENTION MANAGEMENT, INC. A/K/A)
 LOSS PREVENTION MANAGEMENT)
 HOME INSPECTIONS, INC., MARIO)
 GARCIA MORENO D/B/A GARCIA)
 CONSTRUCTION A/K/A GARCIA)
 CONSTRUCTION, LLC, MARTIN MATA)
 D/B/A MARTIN MASONRY, INC. A/K/A)
 RAMON MASONRY, MICHAEL DAWSON)
 D/B/A MICHAEL DAWSON)
 CONSTRUCTION, INC., PELEN, INC.,)
 RICHARD BLACKWELL D/B/A)
 SYNTHETIC DESIGNS, RJM PLUMBING,)
 INC., RIGHT WAY CONSTRUCTION, INC.)
 A/K/A RWG, INC. A/K/A RIGHT WAY)
 GROUP, INC. A/K/A RWGR, INC., SAM'S)
 DRYWALL, INC., ANSE, INC. A/K/A)
 INTEGRITY WALL SYSTEMS, LLC, A/K/A)
 SOUTH CAROLINA STATE PLASTERING,)
 LLC, A/K/A GEORGIA STATE)
 PLASTERING, LLC, SETZER & SONS,)
 NOE HERNANDEZ A/K/A NOE)
 HERNANDEZ ZUNIGA D/B/A SPEEDEE)
 CONCRETE, INC., STEVEN BOSCH)
 D/B/A THE ROOFER MAN, SUNLAND)
 FIRE PROTECTION, INC., THOMAS, INC.)
 A/K/A THOMAS HEATING & COOLING,)
 INC., TOP NOTCH PAINTERS, TREBOR)

INDUSTRIES, INC., UNIVERSAL FOREST)
PRODUCTS EASTERN DIVISION, INC.)
A/K/A UNIVERSAL FOREST PRODUCTS)
SHOFFNER, LLC N/K/A UFP EASTERN)
DIVISION, INC., VEREEN CONCRETE)
COMPANY, INC., A/K/A VEREEN)
CONCRETE CONSTRUCTION, INC.,)
VANCE JOHNSON PLUMBING)
COMPANY, INC., WEATHER)
PROTECTION SYSTEMS, INC.,)
Defendants.)

COME NOW Defendants BITCO General Insurance Corporation and BITCO National Insurance Corporation, referred to collectively as "BITCO General and BITCO National" and listed in the caption of this matter as "BITCO General Insurance Corporation f/k/a Bituminous Casualty Corporation, BITCO National Insurance Company f/k/a Bituminous Casualty Corporation, BITCO General Insurance Corporation f/k/a Bituminous Ins. Co., and BITCO National Insurance Company f/k/a Bituminous Ins. Co.," in Answer to the Plaintiff's Amended Complaint, and would hereby show unto the Court as follows:

FOR A FIRST DEFENSE

1. All allegations of the Plaintiff's Amended Complaint which are not specifically admitted, denied, or otherwise modified are hereby denied in full, and strict proof thereof is demanded.
2. BITCO General and BITCO National admit the allegations of paragraph 1.

3. In response to paragraphs 2 through 19, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of said allegations, nor do said allegations apply to them such as to require a response. To the extent that a response is required, BITCO General and BITCO National deny these allegations and demand strict proof thereof.

4. In response to paragraph 20, BITCO General and BITCO National admit that BITCO General Insurance Corporation is a corporation organized under the laws of the State of Illinois, and is the current name for the company formerly known as Bituminous Casualty Corporation, which was at all times relevant to this matter properly authorized and doing business in the State of South Carolina and County of Horry. All allegations of this paragraph to the contrary are denied.

5. In response to paragraph 21, BITCO General and BITCO National admit that BITCO National Insurance Corporation is a corporation organized under the laws of the State of Illinois, and is the current name for the company formerly known as Bituminous Fire & Marine Insurance Company, which was at all times relevant to this matter properly authorized and doing business in the State of South Carolina and County of Horry. All allegations of this paragraph to the contrary are denied.

6. In response to paragraph 22, BITCO General and BITCO National admit that BITCO General Insurance Corporation is a corporation organized under the laws of the State of Illinois, and is the current name for the company formerly known as Bituminous Casualty Corporation, which was at all times relevant to this matter properly authorized and doing business in the State of South Carolina and County of

Horry. All allegations of this paragraph to the contrary are denied.

7. In response to paragraph 23, BITCO General and BITCO National admit that BITCO National Insurance Corporation is a corporation organized under the laws of the State of Illinois, and is the current name for the company formerly known as Bituminous Fire & Marine Insurance Company, which was at all times relevant to this matter properly authorized and doing business in the State of South Carolina and County of Horry. All allegations of this paragraph to the contrary are denied.

8. In response to paragraphs 24 through 83, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of those allegations and therefore deny same and demand strict proof thereof.

9. In response to paragraph 84, BITCO General and BITCO National admit that the Plaintiff is using the term "insurers" collectively, but admit no legal significance to that allegation.

10. In response to paragraphs 85 through 94, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of those allegations and therefore deny same and demand strict proof thereof.

11. In response to paragraph 95, BITCO General and BITCO National admit upon information and belief that A.M. Jacobs was at times relevant to this matter a business entity conducting business in South Carolina. BITCO General and BITCO National do not have information sufficient to form a belief as to the remaining allegations of paragraph 95.

12. In response to paragraphs 96 through 136, BITCO General and BITCO

National fail to have information sufficient to form a belief as to the truth of those allegations and therefore deny same and demand strict proof thereof.

13. In response to paragraph 137, BITCO General and BITCO National admit upon information and belief that I.T.P., Inc., was at times relevant to this matter a business entity conducting business in South Carolina. BITCO General and BITCO National do not have information sufficient to form a belief as to the remaining allegations of paragraph 137.

14. In response to paragraphs 138 through 143, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of those allegations and therefore deny same and demand strict proof thereof.

15. In response to paragraph 144, BITCO General and BITCO National admit upon information and belief that Martin Masonry, Inc., was at times relevant to this matter a business entity conducting business in South Carolina. BITCO General and BITCO National do not have information sufficient to form a belief as to the remaining allegations of paragraph 144.

16. In response to paragraph 145, BITCO General and BITCO National admit upon information and belief that Michael Dawson Construction, Inc., was at times relevant to this matter a business entity conducting business in South Carolina. BITCO General and BITCO National do not have information sufficient to form a belief as to the remaining allegations of paragraph 145.

17. In response to paragraphs 146 through 162, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of those

allegations and therefore deny same and demand strict proof thereof.

18. In response to paragraph 163, BITCO General and BITCO National admit that the Plaintiff is using the term "Subcontractors" collectively but admit no legal significance to that allegation.

19. In response to paragraph 164, BITCO General and BITCO National deny the allegations of this paragraph and demand strict proof thereof.

20. In response to paragraphs 165 through 171, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of those allegations and therefore deny same and demand strict proof thereof.

21. In response to paragraph 172, BITCO General and BITCO National admit that the Plaintiff is using the term "Barefoot Landing Projects" collectively, but admit no legal significance to that allegation.

22. In response to paragraph 173, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of these allegations and therefore deny same and demand strict proof thereof.

23. In response to paragraphs 174 through 177, BITCO General and BITCO National admit that a series of actions have been filed as reflected in the public records of Horry County, but fail to have information sufficient to form a belief as to the truth of any additional allegations as stated in these paragraphs and therefore deny same and demand strict proof thereof.

Insurance Policies

24. In response to paragraph 178, BITCO General and BITCO National admit that the following insurance policies were issued by them as specified below:

To AM Jacobs, Inc.:

Issuing Company	Policy Number	Period
BITCO General	CLP 3 118 570	8/15/01 – 8/15/02
BITCO National	CUP 2 532 499	8/15/01 – 8/15/02
BITCO General	CLP 3 147 482	8/15/02 – 8/15/03
BITCO National	CUP 2 536 878	8/15/02 – 8/15/03
BITCO General	CLP 3 171 687	8/15/03 – 8/15/04
BITCO General	CLP 3 197 031	8/15/04 – 8/15/05
BITCO General	CLP 3 217 719	8/15/05 – 8/15/06
BITCO General	CLP 3 232 957	8/15/06 – 8/15/07
BITCO General	CLP 3 245 114	8/15/07 – 8/15/08

To I.T.P. Inc:

Issuing Company	Policy Number	Period
BITCO General	CLP 3 079 004 B	1-26-00 - 1-26-01
BITCO General	CLP 3 102 453 B	1-26-01 - 1-26-02

To Martin Masonry, Inc.:

Issuing Company	Policy Number	Period
BITCO General	CLP 3 089 851 B	7-10-00 - 7-10-01
BITCO General	CLP 3 113 916 B	7-10-01 - 7-10-02
BITCO General	CLP 3 145 301 B	7-10-02 - 7-10-03

To Michael Dawson Construction, Inc.:

Issuing Company	Policy Number	Period
BITCO General	CLP 3 111 164 B	5/29/01 - 5/29/02
BITCO National	CUP 2 532 492 B	5/29/01 - 5/29/02
BITCO General	CLP 3 141 871 B	5/29/02 - 5/29/03
BITCO National	CUP 2 536 722 B	5/29/02 - 5/29/03

The terms and conditions of these policies are as stated in the policy documents. The remaining allegations of paragraph 178 are denied because BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of those allegations, or those allegations are not directed toward BITCO General and BITCO National.

25. In response to paragraph 179, BITCO General and BITCO National allege that the terms and conditions of each policy are as stated therein, and deny information sufficient to form a belief as to the truth of the Plaintiff's allegations in this paragraph, and therefore they deny these allegations and demand strict proof thereof.

26. In responses to paragraphs 180 and 181, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of said allegations and therefore deny same and demand strict proof thereof.

Answering Count 1 – Declaratory Relief

27. In response to paragraph 182, BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs.

28. In response to paragraphs 183 and 184, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of said allegations and therefore deny same and demand strict proof thereof.

29. In response to paragraphs 185 through 188 and the prayer for relief, BITCO General and BITCO National deny the allegations contained therein and demand strict

proof thereof.

Answering Count 2 – Declaratory Relief Against John Doe Insurers

30. In response to paragraph 189, BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs.

31. In response to paragraphs 190 through 199 and the prayer for relief, BITCO General and BITCO National fail to have information sufficient to form a belief as to the truth of said allegations, and said allegations do not apply to BITCO General and BITCO National, and therefore BITCO General and BITCO National deny same and demand strict proof thereof.

Answering Count 3 – Breach of Contract

32. In response to paragraph 200, BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs.

33. In response to paragraphs 201 through 204 and the prayer for relief, BITCO General and BITCO National deny said allegations and demand strict proof thereof.

34. In response to the final unnumbered paragraphs, BITCO General and BITCO National are informed and believed that these constitute a prayer for relief to which a response is not required; to the extent a response is required, the allegations

contained therein are denied and strict proof thereof is demanded.

AFFIRMATIVE DEFENSES

FOR A SECOND DEFENSE

(Failure to State A Cause of Action - SCRCP 12(b)(6))

35. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

36. BITCO General and BITCO National allege that the Plaintiff's amended complaint fails to allege facts sufficient to constitute a cause of action, for which reason the Amended Complaint should be dismissed pursuant to Rule 12(b)(6) SCRCP.

FOR A THIRD DEFENSE

(Equitable Defenses – Waiver, Estoppel, Failure to Mitigate, Laches)

37. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

38. BITCO General and BITCO National allege that the Plaintiff's claims are barred under equitable doctrines which include, but are not limited to, waiver, estoppel, failure to mitigate, laches, ratification, unclean hands, and consent.

FOR A FOURTH DEFENSE

(Coverage Defenses Under Terms, Conditions, And Exclusions of Policies)

39. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

40. BITCO General and BITCO National allege that all or some of the coverage sought and/or damages alleged are outside the scope of the policies as issued. Further, the policy terms, conditions, and exclusions limit or preclude coverage for the claims made in the underlying action, and coverage for those claims is limited by other doctrines of applicable law including but not limited to the doctrine of "time on the risk," and which doctrine any policy covers only damages which arose during the term of the policy period. Relevant terms, conditions, and exclusions of the policies include, but are not limited to, the following:

1. The claims alleged in the underlying actions must constitute "bodily injury" or "property damage" as provided under the policies;
2. The claims alleged in the underlying actions must be caused by an "occurrence" that takes place in the "coverage territory;"
3. The claims alleged in the underlying actions must not be excluded by the "known injury or damage" provisions of the insuring agreement of the policies;
4. The claims alleged in the underlying actions as "bodily injury" or "property damage" must occur during the policy period;
5. The claims alleged in the underlying actions must not be excluded as provided by the exclusion for damage to property contained in Exclusion (j);
6. The claims alleged in the underlying actions must not be excluded as provided by the exclusion for damage to "your product" as provided in Exclusion (k);
7. The claims alleged in the underlying actions must not be excluded as provided by the exclusion for damage to "your work" as provided in Exclusion (l) of the policies;
8. The claims alleged in the underlying actions must not be excluded as provided by the exclusion for damage to "impaired property or property not physically injured" as provided in Exclusion (m) of the policies;

9. The claims alleged in the underlying actions must not be excluded as provided by the exclusion for damages constituting "recall of products, work, or impaired property" is excluded as provided in Exclusion (n) of the policies;
10. The claims alleged in the underlying actions must not be excluded as provided by the exclusion for damage in the nature of "personal and advertising injury" as provided under the policies;
11. The claims alleged in the underlying actions are subject to the conditions of the policies requiring that notice be given as soon as practicable to the insurer of occurrences or offenses which may result in claims, and other duties in the event of occurrence, offense, claim or suit, including cooperation in the investigation of the claim and presentation of bills or claimed damages, have not been met;
12. "Other insurance" provisions of the policies provide terms under which coverage under the policies is secondary or excess after other available policies or coverage;
13. Claims against the policies are limited by the "Limits of Insurance" provisions of the policies;
14. In the case of A. M. Jacobs and the Cypress Bend project, claims by the Plaintiff against A. M. Jacobs have been dismissed;
15. Claims against the policies are excluded or limited by such other terms, conditions, or exclusions of the policies as may be established to apply as discovery proceeds.

FOR A FIFTH DEFENSE

(No Direct Right to Adjudication of Rights of Subcontractor Insureds)

41. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

42. BITCO General and BITCO National allege that the Plaintiff is not entitled to litigate directly the rights of its subcontractor insureds in regard to the policies, and any allegations seeking such determination should be dismissed.

FOR A SIXTH DEFENSE
(Failure to Satisfy Conditions Precedent)

43. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

44. BITCO General and BITCO National allege that the Plaintiffs may have failed to comply with conditions precedents under the policies as to coverage for the claims made in this action, including but not limited to reporting of costs and expenses incurred and other amounts claimed as damages.

FOR A SEVENTH DEFENSE
(Action Not Ripe / Standing)

45. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

46. BITCO General and BITCO National allege that the action filed by the Plaintiff is premature, not ripe for adjudication, and that the Plaintiff does not have proper standing to bring this action at this time, wherefore it should be dismissed.

FOR AN EIGHTH DEFENSE
(Setoff And Pro-Ration)

47. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

48. BITCO General and BITCO National allege that to the extent any defense or indemnification is owed to the Plaintiff, which is denied, said defense or indemnification obligation is subject to the doctrines of setoff and/or pro-ration.

FOR A NINTH DEFENSE
(Justification And Good Faith of Claims Decisions)

49. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

50. BITCO General and BITCO National allege that no attorney fees, associated expenses, or damages of any kind associated with claims handling or in any way related to denial of coverage are owed because all relevant claims decisions were made in good faith and with justification.

FOR A TENTH DEFENSE
(Reservation and Non-Waiver)

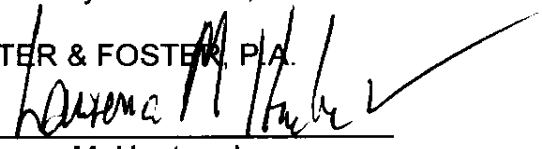
51. BITCO General and BITCO National incorporate by reference the relevant and consistent allegations of the above paragraphs as if fully restated here.

52. BITCO General and BITCO National reserve and do not waive any further defenses as may be revealed to be applicable as additional information is acquired in discovery or otherwise.

WHEREFORE, having fully answered the allegations of the Amended Complaint, BITCO General and BITCO National request that this action be dismissed, and/or that the Court inquire into the matters raised herein and declare the rights and obligations of the parties, and for such other and further relief as the Court may deem just and proper.

Respectfully Submitted,

HUNTER & FOSTER, P.A.



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Greenville, SC

Dated: *January 4, 2017*

Attorney for Defendants BITCO
General Insurance Corporation and
BITCO National Insurance Corporation
(all BITCO Defendants)

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
CASE NO. 2016-CP-26-6670

CENTEX HOMES, a Nevada General
Partnership

Plaintiff,

v.

The Cypress Bend Condominium Association;
The Cypress Bend Horizontal Property Regime;
The Harbour Cove Condominium Association;
The Greenbriar Condominium Association; The
Havens Condominium Association; The River
Crossing Condominium Association; Vincent J.
Tamburro, on behalf of himself and others
similarly situated; The Tanglewood Condominium
Association; The Woodlands Condominium
Association; Mark E. Lane, on behalf of himself
and others similarly situated; Admiral Insurance
Co., American Empire Surplus Lines Insurance
Company, American Guarantee And Liability Ins
Co, American Home Assurance Co, American
Southern Ins Co, Amerisure Insurance Company,
Amerisure Mutual Insurance Company,
Amerisure Mutual Insurance Company f/k/a
Michigan Mutual Insurance Company, Amtrust
International Underwriters, Limited, Ansur
America Insurance Company, Arch Insurance
Company, Associated Industries Insurance
Company, Inc., Atain Specialty Insurance
Company f/k/a USF Insurance Company, Auto-
Owners Insurance Company, AWCI Insurance
Company, Ltd., Bitco General Insurance
Corporation f/k/a Bituminous Casualty
Corporation, Bitco National Insurance Company
f/k/a Bituminous Casualty Corporation, Bitco
General Insurance Corporation f/k/a Bituminous
Ins Co, Bitco National Insurance Company f/k/a
Bituminous Ins Co., Builders Mutual Ins Co,
Columbia Casualty Co., Commerce And Industry
Ins Co, Crum & Forster Specialty Insurance
Company, Discover Property & Casualty
Insurance Company, Erie Insurance Exchange,
Evanston Insurance Company, as successor by
merger to Essex Insurance Company, Everest

**CLARENDON NATIONAL
INSURANCE COMPANY AS
successor in interest by merger to
CLARENDON AMERICA
INSURANCE COMPANY'S ANSWER
TO PLAINTIFF'S AMENDED
COMPLAINT
(Jury Trial Demanded)**

National Insurance Company, Federated Mutual Ins Co, Federated Service Insurance Company, FCCI Insurance Company, Firemen's Ins. Co. Of Washington, D.C., First Financial Insurance Co., First Mercury Insurance Company, Hannover Ruck Se, as successor by merger to Clarendon America Insurance Company, Harleysville Insurance Company, Hartford Casualty Insurance Company, Hartford Fire Ins Co, Hartford Underwriters Insurance Company, Insurance Company of The State Of Pennsylvania, Interstate Fire & Casualty Company, Liberty Insurance Corporation, Liberty Mutual Fire Ins Co, Liberty Mutual Ins Co, Main Street America Assurance Company, Montgomery Mutual Insurance Company, National Casualty Co, National Fire & Marine Insurance Company, National Fire Ins Co of Hartford, as SBM to Transcontinental Insurance Company, National Trust Insurance Company, National Union Fire Ins Co of Pittsburgh Pa, National Union Fire Ins Co of Pittsburgh Pa, As Parent Company of Chartis Specialty Ins Company f/k/a American International Specialty Lines Insurance Company, Inc., Nationwide Mutual Fire Ins Co, Nautilus Insurance Company, NGM Insurance Company, North Pointe Insurance Company SBM Capital City Insurance Co., Ohio Casualty Ins Co, Owners Insurance Co, Pacific Employers Insurance Co, Peerless Indemnity Ins Co, Peerless Ins Co, Pennsylvania Lumbermens Mutual Ins Co, Pennsylvania National Mutual Casualty Ins Co, Property and Casualty Insurance Co. of Hartford, Scottsdale Insurance Company, Selective Insurance Company of South Carolina, Selective Insurance Company Of The Southeast, South Carolina Insurance Company, State Farm Fire & Casualty Co, Steadfast Insurance Company, Travelers Indemnity Co, Travelers Property Casualty Company Of America, The Travelers Indemnity Company of America, Union Insurance Company, United Specialty Insurance Company, Wesco Insurance Co, Westfield Ins Co, Zurich American Insurance Company, Zurich American Insurance Company, as successor by merger to Assurance Company of America, Zurich American Insurance Company, as successor by

merger to Northern Insurance Company of New York, John Doe Insurers, A.M. Jacobs, Inc., A.O. Hardee & Son, Inc., A.C. Construction, Inc., Affordable Construction, LLC f/k/a Affordable Drywall, LLC f/k/a Castro Construction, Inc., Ajax Construction, LLC, AK Framing, Archer Exteriors, Inc., American Residential Services, LLC d/b/a American Residential Services of South Carolina, Inc. a/k/a American Residential Services L.L.C. d/b/a ARS Service Express, Atlantic Building Components & Services, Inc., Blue Ribbon Cleaning Service, Inc., Bogle Electric, Inc., BR Brick & Masonry, Inc. n/k/a BR Brick & Stone, L.P. a/k/a BR Masonry Holdings, LP d/b/a BR Brick & Stone, LP, Briggs Masonry, Inc., Builders Firstsource - Atlantic Group, LLC a/k/a Builders Firstsource - Atlantic Group, Inc., Builders Firstsource - Southeast Group, LLC a/k/a Builders Firstsource - Southeast Group, Inc., Capital Construction Group, LLC a/k/a Capital Construction Group, Inc., Carl Williamson d/b/a Williamson Construction & Waterproofing, a/k/a Williamson Construction, Inc., a/k/a Williamson Construction, LLC, Carolina Builders Corporation n/k/a Stock Building Supply, LLC f/k/a Stock Building Supply, Inc., a/k/a Wolseley Investments Inc., a/k/a Ferguson Enterprises, Inc., a/k/a Stock Buildings Supply, Inc., Carolina Cool, Inc. f/k/a Carolina Cooling and Plumbing, Inc., Carolina Drywall & Interiors, Inc. a/k/a Carolina Drywall Interiors, Inc. a/k/a Carolina Drywall Contractors, Inc., Carpets By Kendall, Inc., Coastal Carolina Mechanical Contractors, Coastal Contract Hardware, Coastal Drywall, Inc. d/b/a Coastal Plaster Systems, Inc., Coastal Enclosures & Construction, Inc., Cohen's Construction Co., Inc. a/k/a Cohen's Drywall Company, Inc., Col-Cor Industries, Inc. a/k/a Active Glass & Mirror, Inc., Cox Millwork & Supply, Inc., Crawford Door Systems, Inc. a/k/a Horne Overhead Door Co Inc., Creative Touch Interiors, Inc. f/k/a Floors, Inc. f/k/a Rice Planter Carpets, Inc., Dennis Brick Distributors, Dunn Plumbing Company, Inc. a/k/a DDD, Inc. d/b/a Dunn Plumbing, Elite Exteriors, LLC, Eob Concrete, Inc. a/k/a Boyzo's Concrete, Ferreira's Drywall a/k/a Ferreira Drywall c/o

James Ferreira, Owner, Ferst Plastering, Inc. a/k/a Ferst Exteriors, Inc., Frank Harris d/b/a Frank Harris Construction, Gary Hunnell d/b/a Grand Strand Roofing a/k/a Grand Strand Roofing & Siding, General Landscape Group, LLC a/k/a General Landscape Maintenance, LLC, Hardworkers Construction, LLC, a/k/a Hardworkers Construction Company, LLC a/k/a Hardworkers Construction Company, Harris Drywall, Intracoastal Service Company, Inc. a/k/a Intracoastal Service, Inc., ITP, Inc. a/k/a I.T.P., Inc., Jayco, Inc., Jerry's Concrete a/k/a Jerry McRae Construction, Inc., John Frazier a/k/a Roof Doctor of The Carolina's, Inc., JS Elite Flooring Company a/k/a JS Elite Tile Company, LPM Enterprises, Inc. f/k/a Loss Prevention Management, Inc. a/k/a Loss Prevention Management Home Inspections, Inc., Mario Garcia Moreno d/b/a Garcia Construction a/k/a Garcia Construction, LLC, Martin Mata d/b/a Martin Masonry, Inc. a/k/a Ramon Masonry, Michael Dawson d/b/a Michael Dawson Construction, Inc., Pelen, Inc., Richard Blackwell d/b/a Synthetic Designs, RJM Plumbing, Inc., Right Way Construction, Inc. a/k/a RWG, Inc. a/k/a Right Way Group, Inc. a/k/a RWGR, Inc., Sam's Drywall, Inc., Anse, Inc. a/k/a Integrity Wall Systems, LLC, a/k/a South Carolina State Plastering, LLC, a/k/a Georgia State Plastering, LLC, Setzer & Sons, Noe Hernandez a/k/a Noe Hernandez Zuniga d/b/a Speedee Concrete, Inc., Steven Bosch d/b/a The Roofer Man, Sunland Fire Protection, Inc., Thomas, Inc. a/k/a Thomas Heating & Cooling, Inc., Top Notch Painters, Trebor Industries, Inc., Universal Forest Products Eastern Division, Inc. a/k/a Universal Forest Products Shoffner, LLC n/k/a UFP Eastern Division, Inc., Vereen Concrete Company, Inc., a/k/a Vereen Concrete Construction, Inc., Vance Johnson Plumbing Company, Inc., Weather Protection Systems, Inc.,

Defendants.

COMES NOW, Defendant, Clarendon National Insurance Company as successor in interest by merger to Clarendon America Insurance Company, ("Clarendon") substituted by consent order for Hannover Ruck Se, as successor by merger to Clarendon America Insurance Company, by and through its undersigned attorneys does hereby answer the Plaintiff's Amended Complaint herein and states as follows:

**FOR A FIRST DEFENSE
(Denials to General Allegations)**

1. All of the allegations contained in the Plaintiff's Amended Complaint which are not specifically admitted, denied or otherwise modified, are denied and strict proof thereof demanded.
2. As to the allegations contained in Paragraph 1 of the Plaintiff's Amended Complaint, Clarendon admits the same.
3. As to the allegations contained in Paragraph 2 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof.
4. As to the allegations contained in Paragraph 3 of the Plaintiff's Amended Complaint, the allegations call for a legal conclusion to which Clarendon is not required to admit or deny. To the extent a response is required, Clarendon is without sufficient information to admit or deny the allegations contained therein and therefore, denies the same and demands strict proof thereof.
5. As to the allegations contained in Paragraph 4 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof.

6. As to the allegations contained in Paragraphs 5 through 37 of the Plaintiff's Amended Complaint, Clarendon avers that the allegations contained therein do not constitute allegations against Clarendon, and, therefore, do not require a response from Clarendon. To the extent that a response is required, Clarendon denies the allegations contained in said Paragraphs and demands strict proof thereof.
7. As to the allegations contained in Paragraph 38 of the Plaintiff's Amended Complaint, Clarendon National Insurance Company asserts it is an insurance company and/or corporation organized or existing under the laws of the state of Illinois and is the successor in interest by merger to Clarendon America Insurance Company. Clarendon is improperly identified in Paragraph 38 and by consent agreed to be substituted. Any allegations inconsistent with this assertion are denied and strict proof demanded thereof.
8. As to the allegations contained in Paragraphs 39 through 83 of the Plaintiff's Amended Complaint, Clarendon avers that the allegations contained therein do not constitute allegations against Clarendon, and, therefore, do not require a response from Clarendon. To the extent that a response is required, Clarendon denies the allegations contained in said Paragraphs and demands strict proof thereof.
9. As to the allegations contained in Paragraph 84 of the Plaintiff's Amended Complaint, Clarendon recognizes that Plaintiff has referenced all insurance companies as "Insurers" and Clarendon is without sufficient knowledge to admit or deny, but denies any legal significances of the allegations and demands strict proof thereof. As to the remaining allegations, none are factual and therefore do not require a response from Clarendon. To the extent a response, is required, Clarendon denies the same and demands strict proof thereof.

10. As to the allegations contained in Paragraphs 85 through 94 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof.
11. As to the allegations contained in Paragraphs 95 through 105 of the Plaintiff's Amended Complaint, Clarendon avers that the allegations contained therein do not constitute allegations against Clarendon, and, therefore, do not require a response from Clarendon. To the extent a response is required, Clarendon is without sufficient information to admit or deny the allegations contained therein and therefore, denies the same and demands strict proof thereof.
12. As to the allegations contained in Paragraph 106, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof. By way of further explanation, Clarendon provided insurance to BR Brick and Masonry, L.P. (DBA) BRB Interests, LLC and not to any of the named defendants.
13. As to the remaining allegations of Paragraph 106, Clarendon lacks sufficient information to admit or deny the allegations and, therefore, denies the same and demands strict proof thereof.
14. As to the allegations contained in Paragraphs 107 through 148 of the Plaintiff's Amended Complaint, Clarendon avers that the allegations contained therein do not constitute allegations against Clarendon, and, therefore, do not require a response from Clarendon. To the extent a response is required, Clarendon is without sufficient information to admit or deny the allegations contained therein and therefore, denies the same and demands strict proof thereof.

15. As to the allegations contained in Paragraph 149, Clarendon admits, upon information and belief, RWG, Inc., (“RWG”) was a corporation organized and existing under the laws of the state of South Carolina and conducted business in Horry County. Clarendon denies that RWG, Inc. was legally known as Right Way Construction, Inc. or by any other name, and demands strict proof thereof. As to the remaining allegations of Paragraph 149, Clarendon lacks sufficient information to admit or deny the allegations and, therefore, denies the same and demands strict proof thereof.
16. As to the allegations contained in Paragraphs 150 through 162 of the Plaintiff's Amended Complaint, Clarendon avers that the allegations contained therein do not constitute allegations against Clarendon, and, therefore, do not require a response from Clarendon. To the extent a response is required, Clarendon is without sufficient information to admit or deny the allegations contained therein and therefore, denies the same and demands strict proof thereof.
17. As to the allegations contained in Paragraph 163 of the Plaintiff's Amended Complaint, Clarendon recognizes that Plaintiff has referenced entities as “Subcontractors” and Clarendon is without sufficient knowledge to admit or deny, but denies any legal significances of the allegations and demands strict proof thereof. As to the remaining allegations, none are factual and therefore do not require a response from Clarendon. To the extent a response, is required, Clarendon denies the same and demands strict proof thereof.
18. As to the allegations contained in Paragraph 164 of the Plaintiff's Amended Complaint, the allegations call for a legal conclusion to which Clarendon is not required to admit or deny.

To the extent a response is required, all allegations contained in the aforementioned Paragraph are denied and Clarendon demands strict proof thereof.

19. As to the allegations contained in Paragraph 165 through 171 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof.
20. As to the allegations contained in Paragraph 172 of the Plaintiff's Amended Complaint, Clarendon recognizes that Plaintiff has referenced the projects as the "Barefoot Landing Projects" and Clarendon is without sufficient knowledge to admit or deny, but denies any legal significances of the allegations and demands strict proof thereof. As to the remaining allegations, none are factual and therefore do not require a response from Clarendon. To the extent a response, is required, Clarendon denies the same and demands strict proof thereof.
21. As to the allegations contained in Paragraph 173 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof.
22. As to the allegations contained in Paragraph 174, including subparts of the Plaintiff's Amended Complaint, Clarendon admits that lawsuits have been filed and the allegations contained within the lawsuits speak for themselves. Clarendon lacks sufficient information to admit or deny the remaining allegations contained therein, and therefore denies the same and demands strict proof thereof.
23. As to the allegations contained in Paragraph 175, of the Plaintiff's Amended Complaint, Clarendon admits that allegations have been made in underlying actions and the allegations

contained within the lawsuits speak for themselves. Clarendon denies the remaining allegations contained therein, and demands strict proof thereof.

24. As to the allegations contained in Paragraph 176 of the Plaintiff's Amended Complaint, Clarendon admits that Centex filed crossclaims and a third-party complaint and that the crossclaims and third-party complaint speaks for themselves. Any allegations regarding the Crossclaim inconsistent with this limited admission are denied and strict proof therefore demanded.
25. As to the allegations contained in Paragraph 177 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof.
26. As to the allegations contained in Paragraph 178 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof. By way of further explanation, Clarendon issued two (2) policies to BR Brick and a single policy to RWG, Inc. Any allegation inconsistent with this limited admission or inconsistent with the referenced policies are denied and strict proof thereof demanded.
27. As to the allegations contained in Paragraph 179 of the Plaintiff's Amended Complaint, Clarendon denies the allegations contained therein, and demands strict proof thereof.
28. As to the allegations contained in Paragraphs 180 through 181 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof.

ANSWERING COUNT I OF PLAINTIFF'S AMENDED COMPLAINT

29. As to the allegations contained in Paragraph 182 of the Plaintiff's Amended Complaint,

Clarendon reasserts and realleges Paragraphs 1 through 27 above as if fully stated verbatim herein.

30. As to the allegations contained in Paragraphs 183 through 184 of the Plaintiff's Amended Complaint, Clarendon lacks sufficient information to admit or deny the allegations contained therein, and therefore denies the same and demands strict proof thereof.
31. As to the allegations contained in Paragraph 185 of the Plaintiff's Amended Complaint, Clarendon admits that it has denied the claims in question, and/or have reserved its rights to deny the claims in question relative to the policies of insurance issued to BR Brick and RWG. As to the remaining allegations contained in Paragraph 185, Clarendon lacks knowledge and information sufficient to form a belief and therefore denies the same and demands strict proof thereof.
32. As to the allegations contained in Paragraphs 186 through 188 of the Plaintiff's Amended Complaint, Clarendon denies the allegations contained therein, and demands strict proof thereof.
33. The next paragraph, and all its subparts, which are not numbered, constitutes a prayer for relief which requires no response from Clarendon. To the extent a response is required, and unless expressly admitted previously, Clarendon denies Plaintiff's Prayer for Relief and demands strict proof thereof.

ANSWERING COUNT II OF PLAINTIFF'S AMENDED COMPLAINT

34. As to the allegations contained in Paragraph 189 of the Plaintiff's Amended Complaint, Clarendon reasserts and realleges Paragraphs 1 through 32 above as if fully stated verbatim herein.

35. As to the allegations contained in Paragraphs 190 through 199, including all subparts of the Plaintiff's Amended Complaint, Clarendon avers that the allegations contained therein do not constitute allegations against Clarendon, and, therefore, do not require a response from Clarendon. To the extent that a response is required, Clarendon denies the allegations contained in said Paragraphs and demands strict proof thereof.
36. The next paragraph, and all its subparts, which are not numbered, constitutes a prayer for relief which requires no response from Clarendon. To the extent a response is required, Clarendon and unless expressly admitted previously, Clarendon denies Plaintiff's Prayer for Relief and demands strict proof thereof.

ANSWERING COUNT III OF PLAINTIFF'S AMENDED COMPLAINT

37. As to the allegations contained in Paragraph 200 of the Plaintiff's Amended Complaint, Clarendon reasserts and realleges Paragraphs 1 through 35 above as if fully stated verbatim herein.
38. As to the allegations contained in Paragraphs 201 and 202 of the Plaintiff's Amended Complaint, Clarendon is without sufficient information to admit or deny all of the allegations. To the extent a response is required, all allegations contained in the aforementioned Paragraphs are denied and Clarendon demands strict proof thereof.
39. As to the allegations contained in Paragraphs 203 and 204 of the Plaintiff's Amended Complaint, the allegations call for a legal conclusion to which Clarendon is not required to admit or deny. To the extent a response is required, all allegations contained in the aforementioned Paragraphs are denied and Clarendon demands strict proof thereof.
40. The next paragraph, and all its subparts, which are not numbered, constitutes a prayer for relief which requires no response from Clarendon. To the extent a response is required,

Clarendon and unless expressly admitted previously, Clarendon denies Plaintiff's Prayer for Relief and demands strict proof thereof.

41. The final paragraph, which is unnumbered, constitutes a demand for jury trial, which requires no response from Clarendon. To the extent that a response is required, Clarendon denies the allegations contained in said Paragraphs and demands strict proof thereof.

**FOR A SECOND DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(12(b)(6))**

42. Clarendon reasserts and realleges Paragraphs 1 through 40 above as if fully stated verbatim herein.
43. Plaintiffs have failed to state facts sufficient to constitute a cause of action against Clarendon and Plaintiff's Amended Complaint should be dismissed pursuant to Rule 12(b)(6), SCRCP.

**FOR A THIRD DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Coverage Defenses)**

44. Clarendon reasserts and realleges Paragraphs 1 through 42 above as if fully stated verbatim herein.
45. That all or some of the damages alleged in the Amended Complaint for which relief is sought are outside the scope of any policy of insurance and endorsement alleged to have been issued by Clarendon. Further, the exclusions contained in the policy of insurance or endorsement at issue preclude coverage for the claims made in the underlying action and/or made by Plaintiffs in this action.

**FOR A FOURTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Failure to Satisfy Conditions Precedent)**

46. Clarendon reasserts and realleges Paragraphs 1 through 44 above as if fully stated verbatim herein.

47. Clarendon alleges Plaintiff has failed and refused to comply with the contractual conditions precedent to this action, including but not limited to, timely written notice and detailed statements of the amounts claimed, thereby extinguishing the right to maintain the action herein.

**FOR A FIFTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Incorporation of Defenses by Others)**

48. Clarendon reasserts and realleges Paragraphs 1 through 46 above as if fully stated verbatim herein.

49. Clarendon hereby incorporates the defenses of any other parties as they may be applicable to Clarendon.

**FOR A SIXTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Obligations Void)**

50. Clarendon reasserts and realleges Paragraphs 1 through 48 above as if fully stated verbatim herein.

51. Clarendon alleges that, to the extent Plaintiff alleges this defendant had any obligation as to which full performance has not been rendered or excused, that obligation did not exist or was based upon acts or omissions that were void or otherwise extinguished.

**FOR A SEVENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Real Party-In-Interest)**

52. Clarendon reasserts and realleges Paragraphs 1 through 50 above as if fully stated verbatim herein.

53. Plaintiff is not the real party-in-interest and the claim must be dismissed.

**FOR AN EIGHTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Interest Not Supported by Statute)**

54. Clarendon reasserts and realleges Paragraphs 1 through 52 above as if fully stated verbatim herein.

55. The Plaintiff's claim for pre-and post-judgment interest are not supported by statute and therefore are not recoverable in this action.

**FOR A NINTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Waiver, Estoppel, Failure to Mitigate, and Laches)**

56. Clarendon reasserts and realleges Paragraphs 1 through 54 above as if fully stated verbatim herein.

57. Plaintiff's claim is barred by the doctrines of waiver, estoppel, failure to mitigate, and/or laches.

**FOR A TENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Standing)**

58. Clarendon reasserts and realleges Paragraphs 1 through 56 above as if fully stated verbatim herein.

59. The Plaintiff lacks standing to pursue any claim for contribution, indemnity or otherwise to enforce the terms of the insurance policy alleged to exist.

**FOR AN ELEVENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(No Injury in Fact)**

59. Clarendon reasserts and realleges Paragraphs 1 through 58 above as if fully stated verbatim herein.

60. Clarendon would show that the injury in fact occurred outside of its policy periods and, therefore, no duty of defense or indemnity exists.

**FOR A TWELTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Additional Insured)**

61. Clarendon reasserts and realleges Paragraphs 1 through 60 above as if fully stated verbatim herein.

62. Clarendon would show that the insurance policies do not provide coverage to Plaintiff as an insured or additional insured for any of the claims or damages resulting from the allegations contained in the underlying actions because Plaintiff does not qualify as an insured or additional insured under the terms, conditions, and exclusions of the policies.

**FOR A THIRTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Policy Period)**

63. Clarendon reasserts and realleges Paragraphs 1 through 62 above as if fully stated verbatim herein.

64. Clarendon would show that the policies are limited to indemnifying property damages from an occurrence, not otherwise excluded or limited, taking place during the policy periods.

**FOR A FOURTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Contribution and Indemnification)**

65. Clarendon reasserts and realleges Paragraphs 1 through 64 above as if fully stated verbatim herein.

66. Clarendon would show that another party may be liable, in full or in part, for any damages suffered by Plaintiff or Clarendon.

**FOR A FIFTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Time-On-Risk)**

67. Clarendon reasserts and realleges Paragraphs 1 through 66 above as if fully stated verbatim herein.

68. Clarendon would show that all damages, including but not limited to, defense costs, indemnity costs, additional insured costs or monetary claims of any kind, are subject to a time-on risk allocation whereby Clarendon is limited to liability, if any, of a proportionate share.

**FOR A SIXTEENTH DEFENSE
AND BY WAY OF AN AFFIRMATIVE DEFENSE
(Statute of Limitations/Repose)**

69. Clarendon reasserts and realleges Paragraphs 1 through 68 above as if fully stated verbatim herein.

70. Clarendon would show that all or part of Plaintiff's claims may be barred by the applicable statute of limitations and/or statute of repose.

RESERVATION AND NON-WAIVER

71. Clarendon reasserts and realleges Paragraphs 1 through 70 above as if fully stated verbatim herein.

72. Clarendon reserves and does not waive any additional or further defenses as may be revealed by additional information that maybe acquired in discovery or otherwise.

WHEREFORE, Clarendon Insurance Company, Inc., successor-by-merger to Clarendon Insurance Company, having fully answered the Plaintiff's Amended Complaint herein, prays that the same be dismissed with costs and for such other and further relief as the Court may deem just and proper.

Dated this 12th day of April, 2017

Respectfully Submitted

WALL TEMPLETON & HALDRUP, P.A.

s/ Neil S. Haldrup

Neil S. Haldrup

Thomas B. Boger

145 King Street, Suite 300

Post Office Box 1200

Charleston, South Carolina 29402

(843) 329-9500

Attorneys for Clarendon Insurance Company,
successor-by-merger to Clarendon Insurance
Company

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF HORRY) FIFTEENTH JUDICIAL CIRCUIT

CENTEX, a Nevada Partnership,) Civil Action No. 2016-CP-26-6670

Plaintiff,)

vs.)

THE CYPRESS BEND)
CONDOMINIUM ASSOCIATION, et.)
al.,)

Defendant.)

ANSWER
OF THE HARLEYSVILLE
INSURANCE COMPANY TO
PLAINTIFF'S AMENDED
COMPLAINT

(Jury Trial Requested)

2017 JAN -6 PM 2:06
HARRIS COUNTY
CLERK OF COURT
HARRIS COUNTY, SC

Defendant, Harleysville Insurance Company n/k/a Nationwide Insurance Company (more fully described below and identified throughout as the "Nationwide"), submits this Answer unto this Honorable Court as follows:

FIRST SET OF DEFENSES

1. Each and every allegation not specifically admitted or denied herein is denied.
2. The Amended Complaint references insurance policies and other contracts. Nationwide asserts that the policies speak for themselves and should be interpreted as all commercial contracts pursuant to South Carolina law.
3. Nationwide would show that the insurance policies referenced were entered into as arms-length transactions by sophisticated commercial parties and no portion of any contract should be construed against one party simply because a party is viewed as the drafter.

4. Nationwide would show that the contracts between plaintiff and the subcontractors were entered into as take-it-or-leave-it contracts in such fashion that all provisions in the subcontracts should be construed strongly in favor of the subcontractors and their insurers.

5. Nationwide would show that this dispute is subject to arbitration pursuant to the various Master Deeds and By Laws, without which there would be no dispute between any of the parties to this lawsuit. Nothing contained herein waives the right to seek arbitration.

6. Most of the allegations set forth in the Amended Complaint are not directed at Nationwide. Any allegation not individually responded to should be viewed as a denial that plaintiff has the rights it seeks under the Nationwide policies.

7. The Amended Complaint seeks a determination of rights under multiple construction projects, multiple construction contracts, varying scopes of work, multiple insurance policies, multiple insurance periods, multiple insurance companies and multiple claims. Nothing contained herein shall be construed as a waiver of any rights under the policies and all provisions of every policy can be raised at any time for any purpose.

8. Nationwide reserves the right to raise other insurance coverage issues in concurrent or subsequent insurance actions relating to whether or not certain damages trigger the duty of defense and/or the duty of indemnity.

9. Plaintiff is represented by counsel specifically retained to address and preserve insurance coverage issues and, therefore, plaintiff retains the burden of proof on all insuring agreement requirements.

10. Nationwide, herein, consists of defendants Harleysville Insurance Company and any other entity issuing a policy under a Nationwide or Harleysville entity.

11. Contractor, Subcontractor and John Doe persons and/or entities are listed as defendants in the Amended Complaint. Any allegation against Contractor, Subcontractor or John Doe that seeks to impose a duty of defense or indemnity on Nationwide is denied and Answered such that no duty of defense or indemnity exists under the Nationwide Policies.

12. The Amended Complaint references and identifies insurance policies plaintiff contends are issued by Nationwide. Throughout this pleading, all such policies issued by any of Nationwide are referenced generally as the Nationwide Policies.

FOR A SECOND DEFENSE
AND BY WAY OF ANSWER
TO PLAINTIFF'S AMENDED COMPLAINT

13. Nationwide admit the allegations of Paragraphs 1 through 181 of plaintiff's Amended Complaint but solely and exclusively to the extent that this Honorable Court has jurisdiction over this matter, (subject to a motion to compel arbitration) and venue is proper in the county of Horry, state of South Carolina. Any and all remaining allegations are denied.

FOR A THIRD DEFENSE
AND BY WAY OF ANSWER TO
COUNT I - DECLARATORY RELIEF

14. Nationwide denies the allegations set forth in Paragraphs 182 through 188 of the Amended Complaint and would show that no duty of defense or indemnity exists.

15. Nationwide seeks a declaration by this Honorable Court as follows:

- (a) That no duty of defense exists;
- (b) That no duty of indemnity exists;
- (c) That the subcontracts do not require the Nationwide entities to provide defense or indemnity to plaintiff;

- (d) That conditions precedent to making a claim under the policy have not been met;
- (e) That plaintiff's claims for policy benefits are barred by the applicable South Carolina code provisions and case law on indemnity and insurance;
- (f) That plaintiff carries the burden of proving all elements of the insuring agreement;
- (g) That the repair cost to correct defects in the work of the insured is never a covered loss;
- (h) That the Nationwide Policies, if applicable, are excess policies pursuant to the express provisions of the policies;
- (i) That the Nationwide Policies contain exclusions, endorsements and/or limitations that act to bar or limit recovery by plaintiff;
- (j) That other insurance is available thus barring or limiting application of the Nationwide Policies;
- (k) That plaintiff cannot recover attorney's fees;
- (l) That no property damage exists;
- (m) That no occurrence exists;
- (n) That no occurrence and property damage occurred during the Nationwide Policies periods of insurance;
- (o) That such claims are excluded by the business risk doctrine; and
- (p) For any other and further relief that this Honorable Court deems just and proper.

16. Nationwide is informed and believes that it is entitled to judgment finding that no duty of defense or indemnity exists based on the claims asserted by plaintiff.

FOR A FOURTH DEFENSE
AND BY WAY OF ANSWER TO
COUNT II - DECLARATORY RELIEF AGAINST JOHN DOE INSURERS

17. Nationwide would show that no allegations against it are contained in Paragraphs 189 through 199 of the Amended Complaint and, therefore, all allegations are denied insofar as they might be construed to allege duties and obligations on the part of Nationwide. Any remaining allegations are denied. In the event that allegations are established, they are denied and all relief sought in the Second Defense is sought herein. Nationwide denies any duty of defense or indemnity.

FOR A FIFTH DEFENSE
AND BY WAY OF ANSWER TO
COUNT III - BREACH OF CONTRACT

18. Nationwide denies the allegations set forth in Paragraphs 200 through 204 and would show that no breach of contract exists, that the contracts speak for themselves, that the Centex entity identified in the contract is not the plaintiff herein, that the insurance policies speak for themselves, that no breach of any of the Nationwide Policies exist, that conditions precedent were not met, that plaintiff has suffered no damages based on allegations against Nationwide and that judgment should be entered in favor of the Nationwide entities.

FOR A SIXTH DEFENSE

19. The Nationwide entities incorporate all of the defenses set forth within its Answer herein as Affirmative Defense as well as direct defenses to the claims by plaintiff.

FOR A SEVENTH DEFENSE

20. The Nationwide entities would show that plaintiff has failed to plead facts sufficient to constitute a cause of action under South Carolina law, and therefore, pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, plaintiff's claim is barred and should be dismissed with prejudice.

FOR A EIGHT DEFENSE

21. Nationwide would show that each reserves the right to rely on any defense that becomes available during the pendency of this matter.

FOR A NINTH DEFENSE

22. Nationwide would show that one or more of its policies do not contain an additional insured endorsement and, therefore, it owes no duty of defense or indemnity to anyone claiming rights as an additional insured.

WHEREFORE, having fully Answered plaintiff's Amended Complaint and denied all allegations, Nationwide prays unto this Honorable Court as follows:

- a. For judgment on all claims;
- b. For a declaration that no duty of defense exists;
- c. For a declaration that no duty of indemnity exists;
- d. For a declaration that the Nationwide policies, if applicable to the claims, are deemed excess policies and are not triggered;
- e. For a declaration that no since no additional insured endorsement exists, plaintiff's claims must fail and Nationwide owes no duty of defense or indemnity to plaintiff

- f. For specific findings by this Honorable Court regarding insurance coverage issues;
- g. For attorney's fees;
- h. For the costs of this action; and
- i. For any other and further relief this Honorable Court deems just and proper.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Robert E. Calamari

SC Bar No. 064985

E-Mail: bob.calamari@nelsonmullins.com

3751 Robert M. Grissom Parkway / Suite 300

Post Office Box 3939 (29578-3939)

Myrtle Beach, SC 29577-3165

(843) 448-3500

Attorney for Nationwide

Myrtle Beach, South Carolina

January 6, 2017

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

CENTEX HOMES, a Nevada General
Partnership,

Plaintiff,

v.

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION; THE CYPRESS BEND
HORIZONTAL PROPERTY REGIME;
THE HARBOUR COVE
CONDOMINIUM ASSOCIATION; THE
GREENBRIAR CONDOMINIUM
ASSOCIATION; THE HAVENS
CONDOMINIUM ASSOCIATION; THE
RIVER CROSSING CONDOMINIUM
ASSOCIATION; VINCENT J.
TAMBURRO, ON BEHALF OF
HIMSELF AND OTHERS SIMILARLY
SITUATED; THE TANGLEWOOD
CONDOMINIUM ASSOCIATION; THE
WOODLANDS CONDOMINIUM
ASSOCIATION; MARK E. LANE, ON
BEHALF OF HIMSELF AND OTHERS
SIMILARLY SITUATED;

ADMIRAL INSURANCE CO.,
AMERICAN EMPIRE SURPLUS LINES
INSURANCE COMPANY, AMERICAN
GUARANTEE AND LIABILITY INS CO,
AMERICAN HOME ASSURANCE CO,
AMERICAN SOUTHERN INS CO,
AMERISURE INSURANCE COMPANY,
AMERISURE MUTUAL INSURANCE
COMPANY, AMERISURE MUTUAL
INSURANCE COMPANY F/K/A
MICHIGAN MUTUAL INSURANCE
COMPANY, AMTRUST
INTERNATIONAL UNDERWRITERS,
LIMITED, ANSUR AMERICA
INSURANCE COMPANY, ARCH
INSURANCE COMPANY, ASSOCIATED

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT

CASE NO: 2016-CP-26-6670

**ANSWER OF DEFENDANT
NATIONWIDE MUTUAL FIRE
INSURANCE COMPANY TO
PLAINTIFF'S AMENDED
COMPLAINT**

(Jury Trial Demanded)

HORRY COUNTY
2017 JAN -6 AM 11:16
JANET N. EVANS
CLERK OF COURT
HORRY COUNTY, SC

INDUSTRIES INSURANCE COMPANY,
INC., ATAIN SPECIALTY INSURANCE
COMPANY F/K/A USF INSURANCE
COMPANY, AUTO-OWNERS
INSURANCE COMPANY, AWC
INSURANCE COMPANY, LTD., BITCO
GENERAL INSURANCE
CORPORATION F/K/A BITUMINOUS
CASUALTY CORPORATION, BITCO
NATIONAL INSURANCE COMPANY
F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO GENERAL
INSURANCE CORPORATION F/K/A
BITUMINOUS INS CO, BITCO
NATIONAL INSURANCE COMPANY
F/K/A BITUMINOUS INS CO,
BUILDERS MUTUAL INS CO,
COLUMBIA CASUALTY CO.,
COMMERCE AND INDUSTRY INS CO,
CRUM & FORSTER SPECIALTY
INSURANCE COMPANY, DISCOVER
PROPERTY & CASUALTY INSURANCE
COMPANY, ERIE INSURANCE
EXCHANGE, EVANSTON INSURANCE
COMPANY, AS SUCCESSOR BY
MERGER TO ESSEX INSURANCE
COMPANY, EVEREST NATIONAL
INSURANCE COMPANY, FEDERATED
MUTUAL INS CO, FEDERATED
SERVICE INSURANCE COMPANY,
FCCI INSURANCE COMPANY,
FIREMEN'S INS. CO. OF
WASHINGTON, D.C., FIRST
FINANCIAL INSURANCE CO., FIRST
MERCURY INSURANCE COMPANY,
HANNOVER RUCK SE, AS
SUCCESSOR BY MERGER TO
CLARENDON AMERICA INSURANCE
COMPANY, HARLEYSVILLE
INSURANCE COMPANY, HARTFORD
CASUALTY INSURANCE COMPANY,
HARTFORD FIRE INS CO, HARTFORD
UNDERWRITERS INSURANCE
COMPANY, INSURANCE COMPANY

OF THE STATE OF PENNSYLVANIA,
INTERSTATE FIRE & CASUALTY
COMPANY, LIBERTY INSURANCE
CORPORATION, LIBERTY MUTUAL
FIRE INS CO, LIBERTY MUTUAL INS
CO, MAIN STREET AMERICA
ASSURANCE COMPANY,
MONTGOMERY MUTUAL
INSURANCE COMPANY, NATIONAL
CASUALTY CO, NATIONAL FIRE &
MARINE INSURANCE COMPANY,
NATIONAL FIRE INS CO OF
HARTFORD, AS SBM TO
TRANSCONTINENTAL INSURANCE
COMPANY, NATIONAL TRUST
INSURANCE COMPANY, NATIONAL
UNION FIRE INS CO OF PITTSBURGH
PA, NATIONAL UNION FIRE INS CO
OF PITTSBURGH PA, AS PARENT
COMPANY OF CHARTIS SPECIALTY
INS COMPANY F/K/A AMERICAN
INTERNATIONAL SPECIALTY LINES
INSURANCE COMPANY, INC.,
NATIONWIDE MUTUAL FIRE INS CO,
NAUTILUS INSURANCE COMPANY,
NGM INSURANCE COMPANY,
NORTH POINTE INSURANCE
COMPANY SBM CAPITAL CITY
INSURANCE CO., OHIO CASUALTY
INS CO, OWNERS INSURANCE CO,
PACIFIC EMPLOYERS INSURANCE
CO, PEERLESS INDEMNITY INS CO,
PEERLESS INS CO, PENNSYLVANIA
LUMBERMENS MUTUAL INS CO,
PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INS CO, PROPERTY AND
CASUALTY INSURANCE CO. OF
HARTFORD, SCOTTSDALE
INSURANCE COMPANY, SELECTIVE
INSURANCE COMPANY OF SOUTH
CAROLINA, SELECTIVE INSURANCE
COMPANY OF THE SOUTHEAST,
SOUTH CAROLINA INSURANCE
COMPANY, STATE FARM FIRE &

CASUALTY CO, STEADFAST
INSURANCE COMPANY, TRAVELERS
INDEMNITY CO, TRAVELERS
PROPERTY CASUALTY COMPANY OF
AMERICA, THE TRAVELERS
INDEMNITY COMPANY OF AMERICA,
UNION INSURANCE COMPANY,
UNITED SPECIALTY INSURANCE
COMPANY, WESCO INSURANCE CO,
WESTFIELD INS CO, ZURICH
AMERICAN INSURANCE COMPANY,
ZURICH AMERICAN INSURANCE
COMPANY, AS SUCCESSOR BY
MERGER TO ASSURANCE COMPANY
OF AMERICA, ZURICH AMERICAN
INSURANCE COMPANY, AS
SUCCESSOR BY MERGER TO
NORTHERN INSURANCE COMPANY
OF NEW YORK, JOHN DOE
INSURERS,

A.M. JACOBS, INC., A.O. HARDEE &
SON, INC., A.C. CONSTRUCTION,
INC., AFFORDABLE CONSTRUCTION,
LLC F/K/A AFFORDABLE DRYWALL,
LLC F/K/A CASTRO CONSTRUCTION,
INC., AJAX CONSTRUCTION, LLC, AK
FRAMING, ARCHER EXTERIORS,
INC., AMERICAN RESIDENTIAL
SERVICES, LLC D/B/A AMERICAN
RESIDENTIAL SERVICES OF SOUTH
CAROLINA, INC. A/K/A AMERICAN
RESIDENTIAL SERVICES L.L.C.
D/B/A ARS SERVICE EXPRESS,
ATLANTIC BUILDING COMPONENTS
& SERVICES, INC., BLUE RIBBON
CLEANING SERVICE, INC., BOGLE
ELECTRIC, INC., BR BRICK &
MASONRY, INC. N/K/A BR BRICK &
STONE, L.P. A/K/A BR MASONRY
HOLDINGS, LP D/B/A BR BRICK &
STONE, LP, BRIGGS MASONRY, INC.,
BUILDERS FIRSTSOURCE -
ATLANTIC GROUP, LLC A/K/A

BUILDERS FIRSTSOURCE -
ATLANTIC GROUP, INC., BUILDERS
FIRSTSOURCE - SOUTHEAST GROUP,
LLC A/K/A BUILDERS FIRSTSOURCE
- SOUTHEAST GROUP, INC., CAPITAL
CONSTRUCTION GROUP, LLC A/K/A
CAPITAL CONSTRUCTION GROUP,
INC., CARL WILLIAMSON D/B/A
WILLIAMSON CONSTRUCTION &
WATERPROOFING, A/K/A
WILLIAMSON CONSTRUCTION, INC.,
A/K/A WILLIAMSON
CONSTRUCTION, LLC, CAROLINA
BUILDERS CORPORATION N/K/A
STOCK BUILDING SUPPLY, LLC
F/K/A STOCK BUILDING SUPPLY,
INC., A/K/A WOLSELEY
INVESTMENTS INC., A/K/A
FERGUSON ENTERPRISES, INC.,
A/K/A STOCK BUILDINGS SUPPLY,
INC., CAROLINA COOL, INC. F/K/A
CAROLINA COOLING AND
PLUMBING, INC., CAROLINA
DRYWALL & INTERIORS, INC. A/K/A
CAROLINA DRYWALL INTERIORS,
INC. A/K/A CAROLINA DRYWALL
CONTRACTORS, INC., CARPETS BY
KENDALL, INC., COASTAL CAROLINA
MECHANICAL CONTRACTORS,
COASTAL CONTRACT HARDWARE,
COASTAL DRYWALL, INC. D/B/A
COASTAL PLASTER SYSTEMS, INC.,
COASTAL ENCLOSURES &
CONSTRUCTION, INC., COHEN'S
CONSTRUCTION CO., INC. A/K/A
COHEN'S DRYWALL COMPANY, INC.,
COL-COR INDUSTRIES, INC. A/K/A
ACTIVE GLASS & MIRROR, INC., COX
MILLWORK & SUPPLY, INC.,
CRAWFORD DOOR SYSTEMS, INC.
A/K/A HORNE OVERHEAD DOOR CO
INC., CREATIVE TOUCH INTERIORS,
INC. F/K/A FLOORS, INC. F/K/A RICE
PLANTER CARPETS, INC., DENNIS

BRICK DISTRIBUTORS, DUNN
PLUMBING COMPANY, INC. A/K/A
DDD, INC. D/B/A DUNN PLUMBING,
ELITE EXTERIORS, LLC, EOB
CONCRETE, INC. A/K/A BOYZO'S
CONCRETE, FERREIRA'S DRYWALL
A/K/A FERREIRA DRYWALL C/O
JAMES FERREIRA, OWNER, FERST
PLASTERING, INC. A/K/A FERST
EXTERIORS, INC., FRANK HARRIS
D/B/A FRANK HARRIS
CONSTRUCTION GARY HUNNELL
D/B/A GRAND STRAND ROOFING
A/K/A GRAND STRAND ROOFING &
SIDING, GENERAL LANDSCAPE
GROUP, LLC A/K/A GENERAL
LANDSCAPE MAINTENANCE, LLC,
HARDWORKERS CONSTRUCTION,
LLC, A/K/A HARDWORKERS
CONSTRUCTION COMPANY, LLC
A/K/A HARDWORKERS
CONSTRUCTION COMPANY, HARRIS
DRYWALL, INTRACOASTAL SERVICE
COMPANY, INC. A/K/A
INTRACOASTAL SERVICE, INC., ITP,
INC. A/K/A I.T.P., INC., JAYCO, INC.,
JERRY'S CONCRETE A/K/A JERRY
MCRAE CONSTRUCTION, INC., JOHN
FRAZIER A/K/A ROOF DOCTOR OF
THE CAROLINA'S, INC., JS ELITE
FLOORING COMPANY A/K/A JS
ELITE TILE COMPANY, LPM
ENTERPRISES, INC. F/K/A LOSS
PREVENTION MANAGEMENT, INC.
A/K/A LOSS PREVENTION
MANAGEMENT HOME
INSPECTIONS, INC., MARIO GARCIA
MORENO D/B/A GARCIA
CONSTRUCTION A/K/A GARCIA
CONSTRUCTION, LLC, MARTIN
MATA D/B/A MARTIN MASONRY,
INC. A/K/A RAMON MASONRY,
MICHAEL DAWSON D/B/A MICHAEL
DAWSON CONSTRUCTION, INC.,

PELEN, INC., RICHARD BLACKWELL
D/B/A SYNTHETIC DESIGNS, RJM
PLUMBING, INC., RIGHT WAY
CONSTRUCTION, INC. A/K/A RWG,
INC. A/K/A RIGHT WAY GROUP, INC.
A/K/A RWGR, INC., SAM'S DRYWALL,
INC., ANSE, INC. A/K/A INTEGRITY
WALL SYSTEMS, LLC, A/K/A SOUTH
CAROLINA STATE PLASTERING, LLC,
A/K/A GEORGIA STATE
PLASTERING, LLC, SETZER & SONS,
NOE HERNANDEZ A/K/A NOE
HERNANDEZ ZUNIGA D/B/A
SPEEDEE CONCRETE, INC., STEVEN
BOSCH D/B/A THE ROOFER MAN,
SUNLAND FIRE PROTECTION, INC.,
THOMAS, INC. A/K/A THOMAS
HEATING & COOLING, INC., TOP
NOTCH PAINTERS, TREBOR
INDUSTRIES, INC., UNIVERSAL
FOREST PRODUCTS EASTERN
DIVISION, INC. A/K/A UNIVERSAL
FOREST PRODUCTS SHOFFNER, LLC
N/K/A UFP EASTERN DIVISION, INC.,
VEREEN CONCRETE COMPANY, INC.,
A/K/A VEREEN CONCRETE
CONSTRUCTION, INC., VANCE
JOHNSON PLUMBING COMPANY,
INC., WEATHER PROTECTION
SYSTEMS, INC.,

Defendants.

TO: AMANDA ANDERSON, ATTORNEY FOR PLAINTIFF:

Defendant Nationwide Mutual Fire Insurance Company ("Defendant"), by and through its undersigned counsel, not waiving but specifically reserving its right to be heard under all Rule 12 Motions, answering the Amended Complaint herein, would respectfully show unto the Court that:

FOR A FIRST DEFENSE
General Denial

1. All of the allegations contained in Plaintiff's Amended Complaint which are not specifically admitted, denied, or otherwise modified, are denied and strict proof thereof is demanded.

FOR A SECOND DEFENSE
Specific Denials

2. Admits the allegations of Paragraph 1 of the Amended Complaint.

3. Lacks sufficient information to admit or deny the allegations of Paragraph 2 of the Amended Complaint, and therefore, deny the same and demand strict proof thereof.

4. Admits the allegations of Paragraph 3 of the Amended Complaint.

5. Admits the allegations of Paragraph 4 of the Amended Complaint, upon information and belief.

6. Lacks sufficient information to admit or deny the allegations of Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, and 55 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

7. Admits the allegations of Paragraph 56 of the Amended Complaint.

8. Lacks sufficient information to admit or deny the allegations of Paragraphs 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, and 83 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

9. Paragraph 84 of Plaintiff's Amended Complaint appears to contain no

allegations, but to the extent that it does, they are denied, and Defendant demands strict proof thereof.

10. Lacks sufficient information to admit or deny the allegations of Paragraphs 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, and 133 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

11. Admits the allegations of Paragraph 134 of the Amended Complaint.

12. Lacks sufficient information to admit or deny the allegations of Paragraphs 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, and 162 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

13. Paragraph 163 of Plaintiff's Amended Complaint appears to contain no allegations, but to the extent that it does, they are denied, and Defendant demands strict proof thereof.

14. The allegations of Paragraph 164 of the Amended Complaint can be neither admitted nor denied because they call for legal conclusions. To the extent that a response is required, Defendant lacks sufficient information to admit or deny the allegations of Paragraph 164 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

15. Admits the allegations of Paragraphs 165, 166, 167, 168, 169, 170 and 171 of the Amended Complaint, upon information and belief.

16. Paragraph 172 of Plaintiff's Amended Complaint appears to contain no allegations, but to the extent that it does, they are denied, and Defendants demand strict

proof thereof.

17. Lacks sufficient information to admit or deny the allegations of Paragraph 173 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

18. Admits the allegations of Paragraph 174 of the Amended Complaint.

19. Admits only so much of the allegations of Paragraph 175 of the Amended Complaint as would allege that in the Underlying Actions referenced in Paragraph 174 of the Amended Complaint, the respective plaintiffs have alleged that defects occurred at the Barefoot Landing Projects as a result of the work of Centex and the subcontractors, as identified on Exhibit A to Plaintiff's Amended Complaint. Defendant specifically denies the remaining allegations of Paragraph 175 of the Amended Complaint and demands strict proof thereof.

20. Admits the allegations of Paragraph 176 of the Amended Complaint.

21. Denies the allegations of Paragraph 177 of the Amended Complaint and demands strict proof thereof.

22. Lacks sufficient information to admit or deny the allegations of Paragraph 178 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

23. Denies the allegations of Paragraph 179 of the Amended Complaint and demands strict proof thereof.

24. Paragraphs 180 and 181 of Plaintiff's Amended Complaint appear to contain no allegations, but to the extent that they do, they are denied, and Defendant demands strict proof thereof.

25. Paragraph 182 of the Amended Complaint can be neither admitted nor

denied and the Defendant herein reasserts and realleges its answers to the prior allegations of the Amended Complaint as set forth above.

26. Paragraph 183 of the Amended Complaint is plea directed to the Court, and requires no response from this Defendant; however to the extent a response is required from this Defendant, this Defendant denies that Plaintiff has coverage for the underlying actions from any policies issued by this Defendant.

27. Denies the allegations of Paragraphs 184 (including subparts a-g) and 185 of the Amended Complaint and demands strict proof thereof.

28. Lacks sufficient information to admit or deny the allegations of Paragraph 186 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

29. Denies the allegations of Paragraph 187 of the Amended Complaint and demands strict proof thereof.

30. Lacks sufficient information to admit or deny the allegations of Paragraph 188 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

31. Pages 45 and 46 (including subparts a-p) of the Amended Complaint include a plea directed to the Court, and requires no response from this Defendant; however to the extent a response is required from this Defendant, this Defendant denies that Plaintiff has coverage for the underlying actions from policies issued by this Defendant and denies that Plaintiff is entitled to damages, attorneys' fees and costs, pre-judgment interest and post-judgment interest from this Defendant and demands strict proof thereof.

32. Paragraph 189 of the Amended Complaint can be neither admitted nor denied and the Defendant herein reasserts and realleges its answers to the prior allegations of the Amended Complaint as set forth above.

33. Paragraphs 190, 191 (including subparts a-eee), 192, 193, 194, 195, 196, 197, 198, 199 and the unnumbered section of Pages 51, 52 and 53 (including subparts a-p) of the Amended Complaint does not contain allegations against this Defendant, and therefore, no response is required. However, to the extent Paragraphs 190, 191 (including subparts a-eee), 192, 193, 194, 195, 196, 197, 198, 199 and the unnumbered section of Pages 51, 52 and 53 (including subparts a-p) of the Amended Complaint require a response, this Defendant denies that Plaintiff has coverage for the underlying actions from policies issued by this Defendant and denies that Plaintiff is entitled to damages, attorneys' fees and costs, pre-judgment interest and post-judgment interest from this Defendants and demands strict proof thereof.

34. Paragraph 200 of the Amended Complaint can be neither admitted nor denied and the Defendant herein reasserts and realleges its answers to the prior allegations of the Amended Complaint as set forth above.

35. Admits the allegations of Paragraph 201 to the extent that a demand for defense and indemnification was made. Defendant denies that Centex is entitled to defense or indemnification from it.

36. Denies the allegations of Paragraphs 202, 203 and 204 of the Amended Complaint, and therefore, denies the same and demands strict proof thereof.

37. Defendant denies all remaining allegations contained within the Amended Complaint, including Plaintiff's prayers for alleged damages, pre-judgment and post-judgment interests, costs, attorneys' fees and any other relief, and pray that the action

against this Defendant be dismissed.

FOR A THIRD DEFENSE

Rule 12(b)(6)

38. Plaintiff's Amended Complaint fails to state facts sufficient to constitute a cause of action and should be dismissed.

FOR A FOURTH DEFENSE

Lack of Notice/Estoppel/Waiver

39. Plaintiff's alleged claims are barred by its failure to timely and/or adequately notify Defendant of the underlying actions. Defendant again denies that Plaintiff is entitled to coverage under any of the policies. Plaintiff's claims are also barred by the doctrines of estoppel and waiver, given the lack of timely notice of Plaintiff's alleged claims to Defendants.

FOR A FIFTH DEFENSE

No Coverage to Plaintiffs

40. Plaintiff is not entitled to coverage for either defense or indemnification under the policies issued by Defendant to Hardworkers Construction Co., LLC. Plaintiff does not qualify for additional insured coverage under these policies. One or more policy provisions, terms, limitations, or exclusions bar Plaintiff's claims for coverage. Defendant reserves all rights as to the duty to defend and indemnify Hardworkers Construction Co., LLC related to the underlying cases.

FOR A SIXTH DEFENSE

No Right to Subrogation/No Obligation to Indemnify

41. Plaintiff cannot recover for defense costs previously paid by another insurance carrier on its behalf. Plaintiff's claim for previously paid attorney fees is barred. Plaintiff's claim for pre-tender defense costs is barred as Plaintiff made voluntary payments.

FOR A SEVENTH DEFENSE
Lack of Standing/Ripeness

42. Plaintiff seeks a declaration that Defendant owes it indemnification. Plaintiff has not paid any settlement or judgment to date and, as such, the issue of indemnification is not ripe for adjudication. Plaintiff lacks standing to seek such adjudication.

FOR AN EIGHTH DEFENSE
No Basis for Attorneys' Fees

43. Plaintiff's claim for attorneys' fees and costs, including attorneys' fees and costs associated with this action, cannot be awarded as there is not legal basis for such an award.

FOR A NINTH DEFENSE
Merger

44. That this Defendant would show that, if any representations were made to the Plaintiff during the course of negotiations between the parties, which representations are hereby specifically denied, then all representations merged into the contract between the parties.

FOR A TENTH DEFENSE
Statute of Limitations

45. That this Defendant would show that all claims asserted by Plaintiff are barred by the applicable statutes of limitations.

FOR AN ELEVENTH DEFENSE
Notice

46. That this Defendant would show that the Plaintiffs had constructive knowledge and/or actual knowledge of those conditions of which are alleged in the Amended Complaint, and nonetheless proceeded to purchase the subject property. Such

circumstances constitute a complete bar to then Plaintiffs' claims.

FOR A TWELFTH DEFENSE
Parol Evidence

47. That this Defendant would show that any and all representations allegedly made by this Defendant, which representations are hereby specifically denied, constitute parol evidence outside the terms of the contract for the sale and purchase of real estate, and therefore cannot serve to supplement the written contract.

FOR A THIRTEENTH DEFENSE
Punitive Damages

48. That to the extent punitive damages are claimed, this Defendant demand a bifurcated jury trial pursuant to South Carolina Code Annotated §15-32-520, and demands that said damages, if any, be limited to three (3) times the amount of any compensatory damages, or the sum of \$500,000.00 whichever is greater, if any.

FOR A THIRTEENTH DEFENSE
Failure to Comply with Contractual Conditions Precedent

49. That this Defendant would show that the Plaintiff has failed properly to comply with contractual conditions precedent to the assertion of those claims set forth in the Amended Complaint, which failure is a bar to all claims against this Defendant.

FOR A FOURTEENTH DEFENSE
Impossibility/Impracticability

50. Plaintiff's breach of contract claim against this Defendant fails under the doctrines of impossibility and impracticability of performance.

FOR A FIFTEENTH DEFENSE
Equitable Defenses

51. Plaintiff's breach of contract claim against this Defendant is barred by equitable doctrines of estoppel, waiver, laches, and unclean hands.

FOR A SIXTEENTH DEFENSE
Statute of Frauds

52. Plaintiff's breach of contract claim against this Defendant is barred by the Statute of Frauds.

FOR A SEVENTEENTH DEFENSE
Against Public Policy

53. Plaintiff's contractual claims should not be enforced to the extent they violate public policy, statutory law, or constitutional provisions.

FOR AN EIGHTEENTH DEFENSE
Prejudgment/Post Judgment Interest

54. To the extent that Plaintiff is making a claim for prejudgment and/or post judgment interest, these claims are not supported by statute, case law, contract, or otherwise, and there is no liquidated amount nor any judgment.

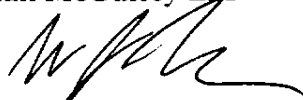
FOR A NINETEENTH DEFENSE
Reservation

55. Defendant is without sufficient knowledge or information related to Plaintiff's claims as to whether additional defenses may be available. Defendant therefore reserves the right to assert additional defenses as discovery progresses.

WHEREFORE, having fully answered the Amended Complaint, this answering Defendant demands that:

- (a) the Amended Complaint be dismissed;
- (b) there be a trial by jury;
- (c) the Court declare that Plaintiff is not entitled to relief from this Defendant;
- (b) this Defendant be awarded their costs of this action; and
- (c) the Court award this Defendant any further relief as this Court deems just and proper.

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(800) 404-6930 Phone

(855) 642-5952 Fax

*Attorneys for Nationwide Mutual Fire
Insurance Company*

This 5th day of January, 2017
Columbia, South Carolina

CENTEX HOMES, a Nevada partnership,) Civil Action No. 2016-CP-26-6670
)
)
) Plaintiff,)
)
)
) vs.)
)
)
) THE CYPRESS BEND)
) CONDOMINIUM ASSOCIATION, et.) Jury Trial Requested
) al.,)
)
)
) Defendant.)
)

FIRST SET OF DEFENSES

- Record Page 373

4. The Selective entities would show that the contracts between plaintiff and the subcontractors were entered into as take-it-or-leave-it contracts in such fashion that all provisions in the subcontracts should be construed strongly in favor of the subcontractors and their insurers.

5. The Selective entities would show that this dispute is subject to arbitration pursuant to the various Master Deeds and By Laws, without which there would be no dispute between any of the parties to this lawsuit. Nothing contained herein waives the right to seek arbitration.

6. Most of the allegations set forth in the Amended Complaint are not directed at the Selective entities. Any allegation not individually responded to should be viewed as a denial that plaintiff has the rights it seeks under the Selective policies.

7. The Amended Complaint seeks a determination of rights under multiple construction projects, multiple construction contracts, varying scopes of work, multiple insurance policies, multiple insurance periods, multiple insurance companies and multiple claims. Nothing contained herein shall be construed as a waiver of any rights under the policies and all provisions of every policy can be raised at any time for any purpose.

8. The Selective entities reserve the right to raise other insurance coverage issues in concurrent or subsequent insurance actions relating to whether or not certain damages trigger the duty of defense and/or the duty of indemnity.

9. Plaintiff is represented by counsel specifically retained to address and preserve insurance coverage issues and, therefore, plaintiff retains the burden of proof on all insuring agreement requirements.

10. The Selective entities consist of defendants Selective Insurance Company of South Carolina and Selective Insurance Company of the Southeast and any other entity issuing a policy under a Selective entity.

11. Contractor, Subcontractor and John Doe persons and/or entities are listed as defendants in the Amended Complaint. Any allegation against Contractor, Subcontractor or John Doe that seeks to impose a duty of defense or indemnity on the Selective entities is denied and Answered such that no duty of defense or indemnity exists under the Selective Policies.

12. The Amended Complaint references and identifies insurance policies plaintiff contends are issued by the Selective entities. Throughout this pleading, all such policies issued by any of the Selective entities are referenced generally as the Selective Policies.

FOR A SECOND DEFENSE
AND BY WAY OF ANSWER TO
PLAINTIFF'S AMENDED COMPLAINT

13. The Selective entities admit the allegations of Paragraphs 1 through 181 of plaintiff's Amended Complaint but solely and exclusively to the extent that this Honorable Court has jurisdiction over this matter, (subject to a motion to compel arbitration) and venue is proper in the county of Horry, state of South Carolina. Any and all remaining allegations are denied.

FOR A THIRD DEFENSE
AND BY WAY OF ANSWER TO
COUNT I - DECLARATORY RELIEF

14. The Selective entities deny the allegations set forth in Paragraphs 182 through 188 of the Amended Complaint and would show that no duty of defense or indemnity exists.

- (a) That no duty of defense exists;
- (b) That no duty of indemnity exists;
- (c) That the subcontracts do not require the Selective entities to provide defense or indemnity to plaintiff;
- (d) That conditions precedent to making a claim under the policy have not been met;
- (e) That plaintiff's claims for policy benefits are barred by the applicable South Carolina code provisions and case law on indemnity and insurance;
- (f) That plaintiff carries the burden of proving all elements of the insuring agreement;
- (g) That the repair cost to correct defects in the work of the insured is never a covered loss;
- (h) That the Selective Policies, if applicable, are excess policies pursuant to the express provisions of the policies;
- (i) That the Selective Policies contain exclusions, endorsements and/or limitations that act to bar or limit recovery by plaintiff;
- (j) That other insurance is available thus barring or limiting application of the Selective Policies;
- (k) That plaintiff cannot recover attorney's fees;
- (l) That no property damage exists;
- (m) That no occurrence exists;

- (n) That no occurrence and property damage occurred during the Selective Policies periods of insurance;
- (o) That such claims are excluded by the business risk doctrine; and
- (p) For any other and further relief that this Honorable Court deems just and proper.

16. The Selective entities are informed and believe that each is entitled to judgment finding that no duty of defense or indemnity exists based on the claims asserted by plaintiff.

FOR A FOURTH DEFENSE
AND BY WAY OF ANSWER TO
COUNT II – DECLARATORY RELIEF AGAINST JOHN DOE INSURERS

17. The Selective entities would show that no allegations against each are contained in Paragraphs 189 through 199 of the Amended Complaint and, therefore, all allegations are denied insofar as they might be construed to allege duties and obligations on the part of the Selective entities. Any remaining allegations are denied. In the event that allegations are established, they are denied and all relief sought in the Second Defense is sought herein. The Selective entities deny any duty of defense or indemnity.

FOR A FIFTH DEFENSE
AND BY WAY OF ANSWER TO
COUNT III – BREACH OF CONTRACT

18. The Selective entities deny the allegations set forth in Paragraphs 200 through 204 and would show that no breach of contract exists, that the contracts speak for themselves, that the Centex entity identified in the contract is not the plaintiff herein, that the insurance policies speak for themselves, that no breach of any of the Selective Policies exist, that

conditions precedent were not met, that plaintiff has suffered no damages based on allegations against the Selective entities and that judgment should be entered in favor of the Selective entities.

FOR A SIXTH DEFENSE

19. The Selective entities incorporate all of the defenses set forth within its Answer herein as Affirmative Defense as well as direct defenses to the claims by plaintiff.

FOR A SEVENTH DEFENSE

20. The Selective entities would show that plaintiff has failed to plead facts sufficient to constitute a cause of action under South Carolina law, and therefore, pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, plaintiff's claim is barred and should be dismissed with prejudice.

FOR A EIGHTTH DEFENSE

21. The Selective entities would show that each reserves the right to rely on any defense that becomes available during the pendency of this matter.

WHEREFORE, having fully Answered plaintiff's Amended Complaint and denied all allegations, the Selective entities pray unto this Honorable Court as follows:

- a. For judgment on all claims;
- b. For a declaration that no duty of defense exists;
- c. For a declaration that no duty of indemnity exists;
- d. For a declaration that the Selective policies, if applicable to the claims, are deemed excess policies and are not triggered;
- e. For specific findings by this Honorable Court regarding insurance coverage issues;
- f. For attorney's fees;

- g. For the costs of this action; and
- h. For any other and further relief this Honorable Court deems just and proper.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: 

Robert C. Calamari

SC Bar No. 064985

E-Mail: bob.calamari@nelsonmullins.com

3751 Robert M. Grissom Parkway / Suite 300

Post Office Box 3939 (29578-3939)

Myrtle Beach, SC 29577-3165

(843) 448-3500

Attorney for the Selective Entities

Myrtle Beach, South Carolina

January 6, 2017

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON
PLEAS FIFTEENTH JUDICIAL
CIRCUIT

CENTEX HOMES, a Nevada General
Partnership

Plaintiff,

CASE NO. 2016-CP-26-6670

v.

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION; THE CYPRESS BEND
HORIZONTAL PROPERTY REGIME; THE
HARBOUR COVE CONDOMINIUM
ASSOCIATION; THE GREENBRIAR
CONDOMINIUM ASSOCIATION; THE HAVENS
CONDOMINIUM ASSOCIATION; THE RIVER
CROSSING CONDOMINIUM ASSOCIATION;
VINCENT J. TAMBURRO, ON BEHALF OF
HIMSELF AND OTHERS SIMILARLY
SITUATED; THE TANGLEWOOD
CONDOMINIUM ASSOCIATION; THE
WOODLANDS CONDOMINIUM ASSOCIATION;
MARK E. LANE, ON BEHALF OF HIMSELF
AND OTHERS SIMILARLY SITUATED;

ADMIRAL INSURANCE CO., AMERICAN
EMPIRE SURPLUS LINES INSURANCE
COMPANY, AMERICAN GUARANTEE AND
LIABILITY INS CO, AMERICAN HOME
ASSURANCE CO, AMERICAN SOUTHERN INS
CO, AMERISURE INSURANCE COMPANY,
AMERISURE MUTUAL INSURANCE
COMPANY, AMERISURE MUTUAL
INSURANCE COMPANY F/K/A MICHIGAN
MUTUAL INSURANCE COMPANY, AMTRUST
INTERNATIONAL UNDERWRITERS, LIMITED,
ANSUR AMERICA INSURANCE COMPANY,
ARCH INSURANCE COMPANY, ASSOCIATED
INDUSTRIES INSURANCE COMPANY, INC.,
ATAIN SPECIALTY INSURANCE COMPANY
F/K/A USF INSURANCE COMPANY, AUTO-
OWNERS INSURANCE COMPANY, AWC
INSURANCE COMPANY, LTD., BITCO
GENERAL INSURANCE CORPORATION F/K/A

2017 JAN 16 PM 8:23
**DEFENDANTS HARTFORD
CASUALTY INSURANCE
COMPANY, HARTFORD
FIRE INSURANCE
COMPANY, HARTFORD
UNDERWRITERS
INSURANCE COMPANY,
AND PROPERTY AND
CASUALTY INSURANCE
COMPANY OF
HARTFORD'S ANSWER TO
PLAINTIFF'S AMENDED
COMPLAINT**

(Jury Trial Demanded)

BITUMINOUS CASUALTY CORPORATION,
BITCO NATIONAL INSURANCE COMPANY
F/K/A BITUMINOUS CASUALTY
CORPORATION, BITCO GENERAL INSURANCE
CORPORATION F/K/A BITUMINOUS INS CO,
BITCO NATIONAL INSURANCE COMPANY
F/K/A BITUMINOUS INS CO, BUILDERS
MUTUAL INS CO, COLUMBIA CASUALTY CO.,
COMMERCE AND INDUSTRY INS CO, CRUM &
FORSTER SPECIALTY INSURANCE COMPANY,
DISCOVER PROPERTY & CASUALTY
INSURANCE COMPANY, ERIE INSURANCE
EXCHANGE, EVANSTON INSURANCE
COMPANY, AS SUCCESSOR BY MERGER TO
ESSEX INSURANCE COMPANY, EVEREST
NATIONAL INSURANCE COMPANY,
FEDERATED MUTUAL INS CO, FEDERATED
SERVICE INSURANCE COMPANY, FCCI
INSURANCE COMPANY, FIREMEN'S INS. CO.
OF WASHINGTON, D.C., FIRST FINANCIAL
INSURANCE CO., FIRST MERCURY
INSURANCE COMPANY, HANNOVER RUCK
SE, AS SUCCESSOR BY MERGER TO
CLARENDON AMERICA INSURANCE
COMPANY, HARLEYSVILLE INSURANCE
COMPANY, HARTFORD CASUALTY
INSURANCE COMPANY, HARTFORD FIRE INS
CO, HARTFORD UNDERWRITERS INSURANCE
COMPANY, INSURANCE COMPANY OF THE
STATE OF PENNSYLVANIA, INTERSTATE
FIRE & CASUALTY COMPANY, LIBERTY
INSURANCE CORPORATION, LIBERTY
MUTUAL FIRE INS CO, LIBERTY MUTUAL INS
CO, MAIN STREET AMERICA ASSURANCE
COMPANY, MONTGOMERY MUTUAL
INSURANCE COMPANY, NATIONAL
CASUALTY CO, NATIONAL FIRE & MARINE
INSURANCE COMPANY, NATIONAL FIRE INS
CO OF HARTFORD, AS SBM TO
TRANSCONTINENTAL INSURANCE
COMPANY, NATIONAL TRUST INSURANCE
COMPANY, NATIONAL UNION FIRE INS CO
OF PITTSBURGH PA, NATIONAL UNION FIRE

INS CO OF PITTSBURGH PA, AS PARENT
COMPANY OF CHARTIS SPECIALTY INS
COMPANY F/K/A AMERICAN
INTERNATIONAL SPECIALTY LINES
INSURANCE COMPANY, INC., NATIONWIDE
MUTUAL FIRE INS CO, NAUTILUS
INSURANCE COMPANY, NGM INSURANCE
COMPANY, NORTH POINTE INSURANCE
COMPANY SBM CAPITAL CITY INSURANCE
CO., OHIO CASUALTY INS CO, OWNERS
INSURANCE CO, PACIFIC EMPLOYERS
INSURANCE CO, PEERLESS INDEMNITY INS
CO, PEERLESS INS CO, PENNSYLVANIA
LUMBERMENS MUTUAL INS CO,
PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INS CO, PROPERTY AND
CASUALTY INSURANCE CO. OF HARTFORD,
SCOTTSDALE INSURANCE COMPANY,
SELECTIVE INSURANCE COMPANY OF
SOUTH CAROLINA, SELECTIVE INSURANCE
COMPANY OF THE SOUTHEAST, SOUTH
CAROLINA INSURANCE COMPANY, STATE
FARM FIRE & CASUALTY CO, STEADFAST
INSURANCE COMPANY, TRAVELERS
INDEMNITY CO, TRAVELERS PROPERTY
CASUALTY COMPANY OF AMERICA, THE
TRAVELERS INDEMNITY COMPANY OF
AMERICA, UNION INSURANCE COMPANY,
UNITED SPECIALTY INSURANCE COMPANY,
WESCO INSURANCE CO, WESTFIELD INS CO,
ZURICH AMERICAN INSURANCE COMPANY,
ZURICH AMERICAN INSURANCE COMPANY,
AS SUCCESSOR BY MERGER TO ASSURANCE
COMPANY OF AMERICA, ZURICH AMERICAN
INSURANCE COMPANY, AS SUCCESSOR BY
MERGER TO NORTHERN INSURANCE
COMPANY OF NEW YORK, JOHN DOE
INSURERS,

A.M. JACOBS, INC., A.O. HARDEE & SON, INC.,
A.C. CONSTRUCTION, INC., AFFORDABLE
CONSTRUCTION, LLC F/K/A AFFORDABLE
DRYWALL, LLC F/K/A CASTRO

CONSTRUCTION, INC., AJAX CONSTRUCTION, LLC, AK FRAMING, ARCHER EXTERIORS, INC., AMERICAN RESIDENTIAL SERVICES, LLC D/B/A AMERICAN RESIDENTIAL SERVICES OF SOUTH CAROLINA, INC. A/K/A AMERICAN RESIDENTIAL SERVICES L.L.C. D/B/A ARS SERVICE EXPRESS, ATLANTIC BUILDING COMPONENTS & SERVICES, INC., BLUE RIBBON CLEANING SERVICE, INC., BOGLE ELECTRIC, INC., BR BRICK & MASONRY, INC. N/K/A BR BRICK & STONE, L.P. A/K/A BR MASONRY HOLDINGS, LP D/B/A BR BRICK & STONE, LP, BRIGGS MASONRY, INC., BUILDERS FIRSTSOURCE - ATLANTIC GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - ATLANTIC GROUP, INC., BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, LLC A/K/A BUILDERS FIRSTSOURCE - SOUTHEAST GROUP, INC., CAPITAL CONSTRUCTION GROUP, LLC A/K/A CAPITAL CONSTRUCTION GROUP, INC., CARL WILLIAMSON D/B/A WILLIAMSON CONSTRUCTION & WATERPROOFING, A/K/A WILLIAMSON CONSTRUCTION, INC., A/K/A WILLIAMSON CONSTRUCTION, LLC, CAROLINA BUILDERS CORPORATION N/K/A STOCK BUILDING SUPPLY, LLC F/K/A STOCK BUILDING SUPPLY, INC., A/K/A WOLSELEY INVESTMENTS INC., A/K/A FERGUSON ENTERPRISES, INC., A/K/A STOCK BUILDINGS SUPPLY, INC., CAROLINA COOL, INC. F/K/A CAROLINA COOLING AND PLUMBING, INC., CAROLINA DRYWALL & INTERIORS, INC. A/K/A CAROLINA DRYWALL INTERIORS, INC. A/K/A CAROLINA DRYWALL CONTRACTORS, INC., CARPETS BY KENDALL, INC., COASTAL CAROLINA MECHANICAL CONTRACTORS, COASTAL CONTRACT HARDWARE, COASTAL DRYWALL, INC. D/B/A COASTAL PLASTER SYSTEMS, INC., COASTAL ENCLOSURES & CONSTRUCTION, INC., COHEN'S CONSTRUCTION CO., INC. A/K/A COHEN'S DRYWALL COMPANY, INC., COL-COR

INDUSTRIES, INC. A/K/A ACTIVE GLASS & MIRROR, INC., COX MILLWORK & SUPPLY, INC., CRAWFORD DOOR SYSTEMS, INC. A/K/A HORNE OVERHEAD DOOR CO INC., CREATIVE TOUCH INTERIORS, INC. F/K/A FLOORS, INC. F/K/A RICE PLANTER CARPETS, INC., DENNIS BRICK DISTRIBUTORS, DUNN PLUMBING COMPANY, INC. A/K/A DDD, INC. D/B/A DUNN PLUMBING, ELITE EXTERIORS, LLC, EOB CONCRETE, INC. A/K/A BOYZO'S CONCRETE, FERREIRA'S DRYWALL A/K/A FERREIRA DRYWALL C/O JAMES FERREIRA, OWNER, FERST PLASTERING, INC. A/K/A FERST EXTERIORS, INC., FRANK HARRIS D/B/A FRANK HARRIS CONSTRUCTION, GARY HUNNELL D/B/A GRAND STRAND ROOFING A/K/A GRAND STRAND ROOFING & SIDING, GENERAL LANDSCAPE GROUP, LLC A/K/A GENERAL LANDSCAPE MAINTENANCE, LLC, HARDWORKERS CONSTRUCTION, LLC, A/K/A HARDWORKERS CONSTRUCTION COMPANY, LLC A/K/A HARDWORKERS CONSTRUCTION COMPANY, HARRIS DRYWALL, INTRACOASTAL SERVICE COMPANY, INC. A/K/A INTRACOASTAL SERVICE, INC., ITP, INC. A/K/A I.T.P., INC., JAYCO, INC., JERRY'S CONCRETE A/K/A JERRY MCRAE CONSTRUCTION, INC., JOHN FRAZIER A/K/A ROOF DOCTOR OF THE CAROLINA'S, INC., JS ELITE FLOORING COMPANY A/K/A JS ELITE TILE COMPANY, LPM ENTERPRISES, INC. F/K/A LOSS PREVENTION MANAGEMENT, INC. A/K/A LOSS PREVENTION MANAGEMENT HOME INSPECTIONS, INC., MARIO GARCIA MORENO D/B/A GARCIA CONSTRUCTION A/K/A GARCIA CONSTRUCTION, LLC, MARTIN MATA D/B/A MARTIN MASONRY, INC. A/K/A RAMON MASONRY, MICHAEL DAWSON D/B/A MICHAEL DAWSON CONSTRUCTION, INC., PELEN, INC., RICHARD BLACKWELL D/B/A SYNTHETIC DESIGNS, RJM PLUMBING, INC., RIGHT WAY CONSTRUCTION, INC. A/K/A

RWG, INC. A/K/A RIGHT WAY GROUP, INC.
A/K/A RWGR, INC., SAM'S DRYWALL, INC.,
ANSE, INC. A/K/A INTEGRITY WALL
SYSTEMS, LLC, A/K/A SOUTH CAROLINA
STATE PLASTERING, LLC, A/K/A GEORGIA
STATE PLASTERING, LLC, SETZER & SONS,
NOE HERNANDEZ A/K/A NOE HERNANDEZ
ZUNIGA D/B/A SPEEDEE CONCRETE, INC.,
STEVEN BOSCH D/B/A THE ROOFER MAN,
SUNLAND FIRE PROTECTION, INC., THOMAS,
INC. A/K/A THOMAS HEATING & COOLING,
INC., TOP NOTCH PAINTERS, TREBOR
INDUSTRIES, INC., UNIVERSAL FOREST
PRODUCTS EASTERN DIVISION, INC. A/K/A
UNIVERSAL FOREST PRODUCTS SHOFFNER,
LLC N/K/A UFP EASTERN DIVISION, INC.,
VEREEN CONCRETE COMPANY, INC., A/K/A
VEREEN CONCRETE CONSTRUCTION, INC.,
VANCE JOHNSON PLUMBING COMPANY,
INC., WEATHER PROTECTION SYSTEMS, INC.,

Defendants.

Defendants Hartford Casualty Insurance Company, Hartford Fire Insurance
Company, Hartford Underwriters Insurance Company, and Property and Casualty
Insurance Company of Hartford (collectively, "Hartford"), answer the Complaint and
respectfully assert the following:

FOR A FIRST DEFENSE

1. Each and every allegation of the Plaintiff's Complaint not specifically
admitted herein is denied.
2. Paragraph 1 is a conclusion of law to which no response is required. To the
extent a response is required, the allegations are denied.
3. Paragraph 2 is admitted for jurisdictional purposes only.

4. As to the allegations in paragraph 3, Hartford admits, upon information and belief, that the venue is proper in Horry County.

5. Hartford is without sufficient information to form a belief as to the allegations contained in paragraphs 4 to 39, and therefore denies same and demands strict proof thereof.

6. Hartford admits the allegations of paragraph 40.

7. Hartford admits the allegations of paragraph 41.

8. Hartford admits the allegations of paragraph 42.

9. Hartford is without sufficient information to form a belief as to the allegations contained in paragraphs 43 to 66, and therefore denies same and demands strict proof thereof.

10. Hartford admits the allegations of paragraph 67.

11. Hartford is without sufficient information to form a belief as to the allegations contained in paragraphs 68 to 83, and therefore denies same and demands strict proof thereof.

12. Paragraph 84 does not require a response. To the extent a response is required, Hartford admits that Plaintiff is characterizing all insurance companies listed in paragraphs 5 through 83 as "insurers." Hartford denies any legal significance to this designation and to the extent such an allegation is made, demands strict proof thereof.

13. Hartford is without sufficient information to form a belief as to the allegations contained in paragraphs 85 to 162, and therefore denies same and demands strict proof thereof.

14. Paragraph 163 does not require a response. To the extent a response is required, Hartford admits that Plaintiff is characterizing all contractor entities listed in paragraphs 93 through 160 as "subcontractors." Hartford denies any legal significance to this designation and to the extent such an allegation is made, demands strict proof thereof.

15. Paragraph 164 is a conclusion of law to which no response is required. To the extent a response is required, the allegations are denied.

16. Hartford is without sufficient information to form a belief as to the allegations contained in paragraphs 165 to 171, and therefore denies same and demands strict proof thereof.

17. Paragraph 172 does not require a response. To the extent a response is required, Hartford admits that Plaintiff is characterizing the construction and development of the residential condominium communities described in paragraphs 165 through 171 as the "Barefoot Landing Projects." Hartford denies any legal significance to this designation and to the extent such an allegation is made, demands strict proof thereof.

18. Hartford is without sufficient information to form a belief as to the allegations contained in paragraph 173, and therefore denies same and demands strict proof thereof. Additionally, Hartford is without sufficient information to form a belief regarding the work performed by each subcontractor as alleged in Exhibit A, and therefore denies same and demands strict proof thereof.

19. As to the allegations in paragraph 174 and its subparts, Hartford admits that various lawsuits have been filed in Horry County, South Carolina ("Underlying Lawsuits"), and craves reference to the allegations contained in those pleadings, which speak for themselves.

20. Hartford denies the allegations in paragraph 175, except admits that the Underlying Lawsuits contain certain allegations involving the work of Plaintiff and certain subcontractors, and craves reference to the Underlying Lawsuits for the specific allegations contained therein. Additionally, Hartford is without sufficient information to form a belief regarding the work performed by each subcontractor as alleged in Exhibit A, and therefore denies same and demands strict proof thereof.

21. As to the allegations in paragraph 176, Hartford admits that Plaintiff filed crossclaims and third-party complaints in the Underlying Lawsuits and that such pleadings are attached to the Complaint as Exhibit J. Hartford craves references to the crossclaims and third-party complaints filed in the Underlying Lawsuits and denies the allegations in paragraph 176 to the extent they are inconsistent therewith.

22. As to the allegations of paragraph 177, Hartford admits that Centex entered into certain subcontracts related to the Barefoot Landing Projects, which subcontracts speak for themselves. Hartford craves reference to the subcontracts and denies the allegations of paragraph 177 to the extent they are inconsistent therewith. Additionally, Hartford is without sufficient information to form a belief regarding the work performed by each subcontractor as alleged in Exhibit A, and therefore denies same and demands strict proof thereof.

23. Hartford denies the allegations of paragraph 178 to the extent they pertain to Hartford, except admits that Hartford issued certain policies to the subcontractor entities identified in the chart attached as Exhibit K to the Complaint. By way of further answer, Hartford has included below a chart listing the correct named insureds, policy periods, policy numbers, and underwriting companies, for the policies issued by Hartford and listed in Exhibit K. Hartford is without sufficient information to form a belief regarding the allegations of paragraph 178 to the extent that they pertain to other insurers. and therefore denies same and demands strict proof thereof.

Subcontractor	Underwriting Company	Policy Period	Policy Number	Policy Type
Bogle Electric	Hartford Fire	3/30/01-3/30/02	22 SBA LO1847	CGL
Bogle Electric	Hartford Fire	3/30/02-3/30/03	22 SBA LO1847	CGL
Bogle Electric	Hartford Fire	3/30/03-3/30/04	22 SBA LO1847	CGL
Bogle Electric	Hartford Fire	3/30/03-3/30/04	22 SBA LO1847	Umbrella
Bogle Electric	Hartford Fire	3/30/04-3/30/05	22 SBA LO1847	CGL
Bogle Electric	Hartford Fire	3/30/04-3/30/05	22 SBA LO1847	Umbrella
Bogle Electric	Hartford Fire	3/30/05-3/30/06	22 SBA LO1847	CGL
Bogle Electric	Hartford Fire	3/30/05-3/30/06	22 SBA LO1847	Umbrella
Bogle Electric	Hartford Fire	3/30/06-3/30/07	22 SBA LO1847	CGL
Bogle Electric	Hartford Fire	3/30/06-3/30/07	22 SBA LO1847	Umbrella
Bogle Electric	Hartford Fire	3/30/07-3/30/08	22 SBA LO1847	CGL
Bogle Electric	Hartford Fire	3/30/07-3/30/08	22 SBA LO1847	Umbrella

Bogle Electric	Hartford Fire	3/30/08-3/30/09	22 SBA LO1847	CGL
Bogle Electric	Hartford Fire	3/30/08-3/30/09	22 SBA LO1847	Umbrella
Capital Construction	Hartford Casualty	11/1/04-8/8/05	22 SBQ BH2407	CGL
Capital Construction	Hartford Casualty	11/1/04-8/8/05	22 RHQ XF9933	Umbrella
Carolina Drywall	Hartford Casualty	11/12/13-11/12/04	22 SBA BE5240	CGL
Carolina Drywall	Hartford Casualty	11/12/04-11/12/05	22 SBA BE5240	CGL
Coastal Contract Hardware	Hartford Underwriters	12/31/09-12/31/10	22 UUN JF7007	CGL
Coastal Contract Hardware	Hartford Underwriters	12/31/10-12/31/11	22 UUN JF7007	CGL
Coastal Contract Hardware	Hartford Underwriters	12/31/11-12/31/12	22 UUN JF7007	CGL
Coastal Contract Hardware	Hartford Underwriters	12/31/12-12/31/13	22 UUN JF7007	CGL
Coastal Contract Hardware	Hartford Casualty	12/31/13-12/31/14	22 UUN JF7007	CGL
Coastal Contract Hardware	Hartford Casualty	12/31/14-12/31/15	22 UUN JF7007	CGL
Coastal Contract Hardware	Hartford Casualty	12/31/09-12/31/10	22 XHU JF6795	Umbrella
Coastal Contract Hardware	Hartford Casualty	12/31/10-12/31/11	22 XHU JF6795	Umbrella
Coastal Contract Hardware	Hartford Casualty	12/31/11-12/31/12	22 XHU JF6795	Umbrella
Coastal Contract Hardware	Hartford Casualty	12/31/12-12/31/13	22 XHU JF6795	Umbrella
Coastal Contract Hardware	Hartford Casualty	12/31/13-12/31/14	22 XHU JF6795	Umbrella
Coastal Contract Hardware	Hartford Casualty	12/31/14-12/31/15	22 XHU JF6795	Umbrella
Coastal Plaster Systems, Inc.	Hartford Fire	3/14/08-3/14/09	21 UEN OE8011	CGL

Coastal Plaster Systems, Inc.	Hartford Casualty	3/14/08-3/14/09	21 XHU IT7927	Umbrella
Col-Cor	Hartford Casualty	1/28/04-1/28/05	22 RHQ XF8604	Umbrella
Col-Cor	Hartford Fire	1/28/04-1/28/05	22 SBQ BE8917	CGL
Col-Cor	Hartford Fire	1/28/05-1/28/06	22 SBQ BE8917	CGL
Col-Cor	Hartford Fire	1/28/05-1/28/06	22 SBQ BE8917	Umbrella
GLM	Hartford Fire	4/7/05-4/7/06	22 SBA RI6949	CGL
GLM	Hartford Fire	4/7/06-4/7/07	22 SBA RI6949	CGL
GLM	Hartford Fire	4/7/07-4/7/08	22 SBA RI6949	CGL
GLM	Hartford Fire	4/7/08-4/7/09	22 SBA RI6949	CGL
GLM	Hartford Casualty	4/7/09-4/7/10	22 SBA RI6949	CGL
GLM	Hartford Casualty	4/7/10-4/7/11	22 SBA RI6949	CGL
GLM	Hartford Casualty	10/28/10-4/7/11	22 SBA RI6949	Umbrella
JS Elite	Hartford Fire	8/6/04-8/6/05	22 SBA BG5944	CGL
JS Elite	Hartford Fire	8/6/05-8/6/06	22 SBA BG5944	CGL
Michael Dawson	Hartford Fire	5/29/03-5/29/04	22 UUN UD1629	CGL
Michael Dawson	Hartford Casualty	5/29/03-5/29/04	22 XHU UD1334	Umbrella
Michael Dawson	Hartford Fire	5/29/04-5/29/05	22 UUN UD1629	CGL
Michael Dawson	Hartford Casualty	5/29/04-5/29/05	22 XHU UD1334	Umbrella
Michael Dawson	Hartford Fire	5/29/05-5/29/06	22 UUN UD1629	CGL
Michael Dawson	Hartford Casualty	5/29/05-5/29/06	22 XHU UD1334	Umbrella
Pelen Inc.	Property & Casualty	2/1/04- 2/1/05	22 SBQ QD4923	CGL

Pelen Inc.	Hartford Casualty	3/15/04-2/1/05	22 HHU QD4987	Umbrella
Pelen Inc.	Property & Casualty	2/1/05-2/1/06	22 SBQ QD4923	CGL
Pelen Inc.	Hartford Casualty	2/1/05-2/1/06	22 HHU QD4987	Umbrella
Pelen Inc.	Property & Casualty	2/1/06-2/1/07	22 SBQ QD4923	CGL
Pelen Inc.	Hartford Casualty	2/1/06-2/1/07	22 HHU QD4987	Umbrella
Pelen Inc.	Property & Casualty	2/1/07-11/1/07	22 SBQ QD4923	CGL
Pelen Inc.	Hartford Casualty	2/1/07-11/1/07	22 HHU QD4987	Umbrella
RJM	Hartford Fire	1/30/04-1/30/05	22 SBQ BF0005	CGL
RJM	Hartford Fire	1/30/05-1/30/06	22 SBQ BF0005	CGL
Speedee Concrete	Hartford Fire	11/19/05-11/19/06	22 SBA BB9376	CGL
Speedee Concrete	Hartford Fire	11/19/06-11/19/07	22 SBA BB9376	CGL
Speedee Concrete	Hartford Fire	11/19/07-11/19/08	22 SBA BB9376	CGL
Speedee Concrete	Hartford Fire	11/19/07-11/19/08	22 SBA BB9376	Umbrella
Speedee Concrete	Hartford Fire	11/19/08-4/21/09	22 SBA BB9376	CGL
Speedee Concrete	Hartford Fire	11/19/08-4/21/09	22 SBA BB9376	Umbrella
WPS	Hartford Fire	7/12/01-7/12/02	22 SBA NL8578	CGL
WPS	Hartford Fire	7/12/02-7/12/03	22 SBA NL8578	CGL
WPS	Hartford Fire	7/12/03-7/12/04	22 SBA BB7124	CGL
WPS	Hartford Fire	7/12/04-7/12/05	22 SBA BB7124	CGL
WPS	Hartford Fire	7/12/05-7/12/06	22 SBA BB7124	CGL
WPS	Hartford Fire	7/12/06-7/12/07	22 SBA BB7124	CGL

24. In response to paragraph 179, Hartford craves reference to the insurance policies identified in Exhibit K and denies any allegations that are inconsistent therewith and demands strict proof thereof.

25. Paragraphs 180 and 181 do not require a response. To the extent a response is required, the allegations are denied.

ANSWERING COUNT I OF PLAINTIFF'S COMPLAINT

26. In response to paragraph 182, Hartford incorporates by reference its responses to the allegations in paragraphs 1 through 181.

27. Paragraph 183 states a conclusion of law and characterization of the Complaint to which no response is required. To the extent a response is required, Hartford denies the allegations of paragraph 183.

28. Paragraph 184 and subparts a through g state conclusions of law to which no response is required. To the extent a response is required, Hartford denies the allegations of paragraph 184 and its subparts.

29. Paragraph 185 states conclusions of law to which no response is required. To the extent a response is required, Hartford denies the allegations of paragraph 185.

30. Hartford is without sufficient information to form a belief as to the allegations contained in paragraph 186, and therefore denies same and demands strict proof thereof.

31. Paragraph 187 states conclusions of law to which no response is required. To the extent a response is required, Hartford denies the allegations of paragraph 187.

32. Hartford is without sufficient information to form a belief as to the allegations contained in paragraph 188, and therefore denies same and demands strict proof thereof.

33. The paragraph beginning "WHEREFORE" and its subparts a through p states conclusions of law to which no response is required. To the extent a response is require, Hartford denies Centex is entitled to the relief sought in any and all of the subparts under this paragraph.

ANSWERING COUNT II OF PLAINTIFF'S COMPLAINT

34. In response to paragraph 189, Hartford incorporates by reference its responses to the allegations in paragraphs 1 through 188.

35. The allegations in paragraphs 190 through 199 do not constitute allegations directed against Hartford, and therefore do not require a response from Hartford. To the extent those paragraphs contain allegations against Hartford, Hartford denies the allegations of paragraphs 190 through 199. Hartford further states that Centex included as a John Doe entity the insurer that issued policies to "Ferst Plastering, Inc. a/k/a Ferst Exteriors, Inc." from 2003 to present. Hartford did not issue any policies to this entity, but it issued general liability policies numbered 21 UEN OE8008 and umbrella liability policies numbered 21 XHU IT6601 for consecutive annual policy periods from February 1, 2008, to February 1, 2010, to a subcontractor entity named "First Exteriors LLC."

36. The paragraph beginning "WHEREFORE" and its subparts a through p state conclusions of law to which no response is required. To the extent a response is

required, Hartford denies that Centex is entitled to the relief sought in any and all of the subparts under this paragraph.

ANSWERING COUNT III OF PLAINTIFF'S COMPLAINT

37. In response to paragraph 200, Hartford incorporates by reference its responses to the allegations in paragraphs 1 through 199.

38. Hartford denies the allegations in paragraph 201 as to Hartford, except admits Centex tendered the Underlying Lawsuits to Hartford under policies issued to Carolina Drywall. Hartford further admits Centex tendered the Underlying Lawsuit related to the Harbour Cove Project to Hartford under policies issued to Coastal Drywall and that Centex tendered the Underlying Lawsuit related to the Greenbriar Project to Hartford under policies issued to WPS and denies sufficient information to form a belief regarding the allegations in paragraph 201 and Exhibit L concerning other insurers.

39. Hartford denies the allegations in paragraph 202 to the extent that they pertain to Hartford, except admits it agreed to defend Centex as an additional insured, subject to a reservation of rights, under certain policies issued by Hartford as specified in Exhibit L. More specifically, Hartford states that it agreed to defend Centex as an additional insured, subject to a reservation of rights, in accordance with the information in the chart set forth below. Hartford further states that it has made certain payments to Centex for Centex's defense, including payments under policies issued to Carolina Drywall for River Crossing and Woodlands. Further answering, Hartford states that it is without sufficient information to form a belief as to the allegations in paragraph 202 to the extent that they pertain to other insurers.

Project	Subcontractor	Participating Policies	Date of letter accepting tender
Cypress Bend	Carolina Drywall & Interiors	22 SBA BE2540 (11/12/13-11/12/04); 22 SBA BE2540 (11/12/04-3/11/05)	4/15/2015
Greenbriar	Weather Protection Systems, Inc.	22SBANL8578 (7/12/01-7/12/02); 22SBABB7124 (7/12/02-7/12/07)	7/15/2016
Greenbriar	Carolina Drywall & Interiors	22 SBA BE2540 (11/12/03-11/12/04); 22 SBA BE2540 (11/12/04-3/11/05)	4/8/2016
Harbour Cove	Coastal Plaster Systems, Inc.	21 UEN OE8011 (3/14/08-3/14/09)	9/22/2016
Harbour Cove	Carolina Drywall & Interiors	22 SBA BE2540 (11/12/03-11/12/04); 22 SBA BE2540 (11/12/04-3/11/05)	4/8/2016
River Crossing	Carolina Drywall & Interiors	22 SBA BE2540 (11/12/03-11/12/04); 22 SBA BE2540 (11/12/04-3/11/05)	4/8/2016
Tanglewood	Carolina Drywall & Interiors	22 SBA BE2540 (11/12/04-3/11/05)	4/8/2016
Woodlands	Carolina Drywall & Interiors	22 SBA BE2540 (11/12/03-11/12/04); 22 SBA BE2540 (11/12/04-3/11/05)	4/8/2016

40. Paragraph 203 and 204 state conclusions of law to which no response is required. To the extent a response is required, Hartford denies the allegations of paragraphs 203 and 204.

41. The paragraph beginning "WHEREFORE" states conclusions of law to which no response is required. To the extent a response is require, Hartford denies that Centex is entitled to the relief sought.

42. To the extent that Centex's demand for a jury trial contains any allegations against Hartford, those allegations are denied.

FOR A SECOND DEFENSE

43. Hartford denies each allegation of the Complaint that is not expressly admitted. In addition, Hartford asserts the following defenses without assuming the burden of proof where such burden would otherwise be on Centex. These defenses are

asserted as to Hartford's alleged obligations under the primary and/or umbrella policies issued by Hartford to Bogle Electric, Inc.; Capital Construction Group, Inc.; Carolina Drywall & Interiors, Inc.; Coastal Contract Hardware, Inc.; Coastal Plaster Systems, Inc.; Col-Cor Industries, Inc. DBA Active Glass & Mirror Co and B&G Rentals, LLC; General Landscape & Maintenance, LLC; J.S. Elite Flooring Company, Inc.; Michael Dawson Construction, Inc., Pelen, Inc.; RJM Plumbing, Inc.; Speedee Concrete Noe Hernandez; and Weather Protection Systems Inc., and identified in the Complaint (the "Hartford Primary Policies" and the "Hartford Umbrella Policies," collectively, the "Hartford Policies").

FOR A THIRD DEFENSE

44. Hartford generally denies liability as to the matters asserted against it in the Complaint.

FOR A FOURTH DEFENSE

45. The Complaint fails to state a claim upon which relief may be granted.

FOR A FIFTH DEFENSE

46. The burden is on any person claiming coverage under any Hartford policy to prove the existence and extent of coverage under the terms of the respective Hartford Policy.

FOR A SIXTH DEFENSE

47. To the extent that Centex is an additional insured under any of the Hartford Policies, the coverage, if any, afforded to Centex under the Hartford Policies is limited to

that afforded additional insureds under the liability coverage forms and/or endorsements contained in the Hartford Policies.

FOR A SEVENTH DEFENSE

48. To the extent that Centex is an additional insured under any of the Hartford Policies, and to the extent that any of the Hartford Policies is found to provide coverage for the claims against Centex in the instant action, such coverage being expressly denied, Hartford's obligations may be precluded or limited by the existence of other insurance coverage.

FOR AN EIGHTH DEFENSE

49. To the extent that Centex is an additional insured under any of the Hartford Policies, Centex is subject to the conditions of coverage, including but not limited to the requirement that the additional insured must provide Hartford with prompt notice of any occurrence or offense which may result in a claim and prompt notice of suit, must immediately forward all legal papers to Hartford, and must cooperate in the investigation or settlement of the claim or defenses against the suit.

FOR A NINTH DEFENSE

50. Hartford's obligations, if any, are defined by the terms and conditions of the Hartford Policies, including, without limitation, conditions precedent, limits of liability, per occurrence and aggregate limits, deductibles, self-insured retentions, policy periods, requirements of exhaustion of other insurance, and notice requirements. Hartford expressly reserves all of its rights under all of the terms and conditions of the Hartford Policies.

FOR A TENTH DEFENSE

51. Centex's request for a declaration as to the duty to indemnify is not ripe for adjudication until such time as Centex is legally required to pay damages in the underlying actions.

FOR AN ELEVENTH DEFENSE

52. To the extent that Centex is an additional insured under any of the Hartford Policies, the Hartford Policies do not provide coverage to Centex to the extent that the claims against it in the underlying actions do not constitute claims for "bodily injury," "property damage," or "personal and advertising injury" as defined in the Hartford Policies.

FOR A TWELFTH DEFENSE

53. To the extent that the sums Centex seeks to recover do not constitute damages that Centex is legally obligated to pay, no coverage exists for those sums.

FOR A THIRTEENTH DEFENSE

54. Hartford's defense obligation, if any, is subject to reimbursement by Centex of payments incurred by Centex in defense of non-covered claims.

FOR A FOURTEENTH DEFENSE

55. Centex's claims against Hartford are barred in whole or in part to the extent that the events alleged in the underlying actions, or alleged to give rise to any insured's liability in the underlying actions, do not constitute an "occurrence" as any Hartford policy defines that term.

FOR A FIFTEENTH DEFENSE

56. To the extent that Centex is an additional insured under any of the Hartford Policies, coverage may only be afforded under the Hartford Policies for bodily injury or property damage that occurs during the respective policy period, and in the coverage territory.

FOR A SIXTEENTH DEFENSE

57. Centex may have failed to join as necessary and indispensable parties other entities that have issued policies, certificates, or other agreements of insurance, claims handling agreements, risk management packages, or similar protective arrangements that may apply to the claims for which coverage is sought.

FOR A SEVENTEENTH DEFENSE

58. Centex lacks standing to seek a declaration of coverage with respect to Hartford's obligations to its Named Insureds.

FOR AN EIGHTEENTH DEFENSE

59. To the extent that Centex is an additional insured under any of the Hartford Policies, Centex's claims against Hartford are barred in whole or in part to the extent that any coverage afforded to an "additional insured" under any Hartford Policy is excluded or limited under any Hartford policy.

FOR A NINETEENTH DEFENSE

60. To the extent that Centex is an additional insured under any of the Hartford Policies, some or all of the plaintiffs' claims against Centex in the underlying actions may be excluded from coverage because they apply to property damage for which Centex is

obligated to pay damages by reason of the assumption of liability in a contract or agreement.

FOR A TWENTIETH DEFENSE

61. To the extent that Centex is an additional insured under any of the Hartford Policies, the Hartford Policies do not provide coverage for property damage that is expected or intended from the standpoint of Centex.

FOR A TWENTY-FIRST DEFENSE

62. To the extent that Centex is an additional insured under any of the Hartford Policies, and to the extent that Centex has made voluntary payments, such payments are not recoverable under the Hartford Policies.

FOR A TWENTY-SECOND DEFENSE

63. To the extent that Centex is an additional insured under any of the Hartford Policies, coverage may be limited or precluded by exclusions in the Hartford Policies including, but not limited to, the Exclusion - Fungi, Bacteria and Virus endorsement, the Exclusion- Exterior Insulation and Finish System endorsement, the Exclusion- Engineers, Architects or Surveyors Professional Liability endorsement, and the Exclusion- Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program.

FOR A TWENTY-THIRD DEFENSE

64. Even if coverage is available to Centex under a Hartford policy, such coverage being expressly denied, Centex's claims against Hartford are barred in whole or in part to the extent that the amounts potentially recoverable must be reduced or offset by recoveries Centex has already obtained from other sources including, but not limited to,

settlements with other insurers, sureties, and/or from other subcontractors, and their respective insurers and sureties.

FOR A TWENTY-FOURTH DEFENSE

65. To the extent that Centex is an additional insured under any of the Hartford Policies, coverage is limited or precluded by the Damage to Your Product, Damage to Your Work, Damage to Property, Damage to Impaired Property or Property Not Physically Injured, and Recall of Products, Work or Impaired Property exclusions in the Hartford Policies.

FOR A TWENTY-FIFTH DEFENSE

66. To the extent that Centex is an additional insured under any of the Hartford Policies, the Hartford Policies do not provide coverage for costs not yet incurred. To the extent Centex is seeking coverage for claims that may be asserted against it in the future, the Hartford Policies do not provide coverage.

FOR A TWENTY-SIXTH DEFENSE

67. To the extent that Centex is an additional insured under any of the Hartford Policies, and to the extent any of the Hartford Policies are found to provide coverage for defense costs incurred in connection with the claims against Centex, coverage is limited to reasonable and necessary costs and fees and will not include Centex's internal costs, expenses or fees.

FOR A TWENTY-SEVENTH DEFENSE

68. To the extent that Centex is an additional insured under any of the Hartford Policies, coverage for defense costs, if any, is or may be precluded to the extent that Centex incurred such costs prior to formal tender of its defense to Hartford.

FOR A TWENTY-EIGHTH DEFENSE

69. Centex's claims against Hartford are barred, in whole or in part, to the extent that Centex does not qualify as an additional insured under any of the Hartford Policies for the allegations against Centex in the underlying actions.

FOR A TWENTY-NINTH DEFENSE

70. To the extent that Centex is an additional insured under any of the Hartford Policies, coverage afforded to Centex under any Hartford Umbrella Policy is subject to the terms and conditions contained in any Hartford Umbrella Policy.

FOR A THIRTIETH DEFENSE

71. Centex's claims against Hartford are barred in whole or in part to the extent that the indemnity sought by Centex is in excess of the limits of liability set forth in any applicable Hartford Policy.

FOR A THIRTY-FIRST DEFENSE

72. Even if coverage is available to Centex under a Hartford Policy, such coverage being expressly denied, Centex's claims against Hartford are barred in whole or in part to the extent that an equitable allocation of the loss between Hartford and the other insurers is required. Such allocation may result in no sums being allocated to any

Hartford Policy.

FOR A THIRTY-SECOND DEFENSE

73. Centex's claims against Hartford are or may be barred by the applicable statute or statutes of limitations.

FOR A THIRTY-THIRD DEFENSE

74. Centex may have failed to mitigate its damages, if any.

FOR A THIRTY-FOURTH DEFENSE

75. Centex is not entitled to recover attorneys' fees under applicable law.

FOR A THIRTY-FIFTH DEFENSE

76. Centex's claim for prejudgment and post judgment interest is not supported by applicable law, and there is no liquidated amount, nor any judgment.

FOR A THIRTY-SIXTH DEFENSE

77. Any damage suffered by Centex is the direct and proximate result of its comparative and contributory negligence, and Centex's recovery should be barred or, alternatively, reduced proportionately to its comparative negligence.

FOR A THIRTY-SEVENTH DEFENSE

78. Hartford incorporates affirmative defenses set forth in other Defendants' responsive pleadings, and reserves the right to assert any other defenses as additional facts become known during investigation and discovery.

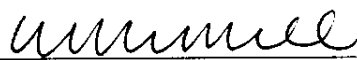
WHEREFORE, Defendants Hartford Casualty Insurance Company, Hartford Fire Insurance Company, Hartford Underwriters Insurance Company, and Property and Casualty Insurance Company of Hartford, having answered the Complaint

of Plaintiff Centex Homes, pray that this Court enter judgment dismissing the Complaint, awarding Defendant Hartford its costs and attorney fees incurred in defending this action, or in the alternative, a trial by jury, and for such other and further relief as this Court deems just and proper.

Defendants Hartford Casualty Insurance Company, Hartford Fire Insurance Company, Hartford Underwriters Insurance Company, and Property and Casualty Insurance Company of Hartford demand a jury trial.

Respectfully submitted,

SWEENEY, WINGATE & BARROW, P.A.


fr Everett A. Kendall, II, Esquire
Christy E. Mahon, Esquire
151 Lady Street
Post Office Box 12129
Columbia, South Carolina 29211

Attorney for Defendants Hartford Casualty Insurance Company, Hartford Fire Insurance Company, Hartford Underwriters Insurance Company, and Property and Casualty Insurance Company of Hartford

Columbia, South Carolina

January 23, 2017

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS FOR
THE FIFTEENTH JUDICIAL CIRCUIT

CASE NO. 2016-CP-26-6670

CENTEX HOMES, a Nevada General
Partnership,

Plaintiff,

vs.

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION, et al.,

Defendants.

2017 FEB -7 PM 1:53
HORRY COUNTY

**DEFENDANT FIRST MERCURY INSURANCE COMPANY'S ANSWER
AND AFFIRMATIVE DEFENSE TO PLAINTIFF'S AMENDED COMPLAINT**

Defendant First Mercury Insurance Company ("First Mercury") hereby responds to the Amended Complaint filed by Plaintiff Centex Homes ("Plaintiff") as follows:

GENERAL DENIAL

Each and every allegation of the Amended Complaint is expressly denied unless specifically admitted, qualified, or explained herein.

FIRST DEFENSE

1. Paragraph 1 is the plaintiff's statement of the case to which no response is necessary. To the extent that a response is required, First Mercury denies the allegations of Paragraph 1.
2. First Mercury denies the allegations of Paragraph 2.
3. First Mercury admits the allegations of Paragraph 3.
4. First Mercury lacks knowledge or information sufficient to form a belief as to the allegations of Paragraph 4; therefore, the allegations of Paragraph 4 are denied.

TPGL 7535614v1

5. First Mercury lacks knowledge or information sufficient to form a belief as to the allegations of Paragraphs 5 through 26; therefore, the allegations of Paragraph 5 through 26 are denied.

6. The allegations contained in Paragraph 27 are not directed to First Mercury and therefore no response is required. To the extent that a response is required, First Mercury admits only that Crum & Forster Specialty Insurance Company is an excess and surplus lines insurer and is a Delaware corporation with a statutory home office in Delaware and a place of business in Morristown, New Jersey.

7. First Mercury lacks knowledge or information sufficient to form a belief as to the allegations of Paragraphs 28 through 36; therefore, the allegations of Paragraphs 28 through 36 are denied.

8. With respect to the allegations in Paragraph 37, First Mercury admits only that it is an excess and surplus lines insurer and is a Delaware corporation with a statutory home office in Delaware and a place of business in Southfield, Michigan.

9. First Mercury lacks knowledge or information sufficient to form a belief as to the allegations of Paragraphs 38 through 164; therefore, the allegations of Paragraphs 38 through 164 are denied.

10. First Mercury lacks knowledge or information sufficient to form a belief as to the allegations of Paragraphs 165 through 181; therefore, the allegations of Paragraphs 165 through 181 are denied.

FOR A FIRST DEFENSE TO COUNT 1
(Declaratory Relief)

11. Responding to Paragraph 182 of the Amended Complaint, First Mercury re-alleges and incorporates by reference herein its responses to the allegations in the preceding Paragraphs of the Amended Complaint.

12. First Mercury lacks knowledge or information sufficient to form a belief as to the allegations contained in those Paragraphs relating to any insurance companies other than First Mercury and Crum & Forster. As to any policies issued by First Mercury and/or Crum & Forster which may be alleged to be implicated by the allegations of the Amended Complaint, First Mercury would show that each policy speaks for itself and any allegation inconsistent with the express written language of each policy is denied. First Mercury makes reference to each policy and denies any allegations inconsistent with the express written terms, conditions, endorsements and exclusions set forth therein. First Mercury would show that any referenced contract or subcontract speaks for itself and any allegation inconsistent with the express written language of such written contract or contracts is denied. First Mercury denies any duty of defense or indemnity exists. First Mercury denies any breach or any wrongdoing. Any remaining allegations of Paragraphs 183 through 188, including all subparts and "Wherefore" sections are denied.

FOR A FIRST DEFENSE TO COUNT II
(Declaratory Relief- John Doe Insurers)

13. Responding to paragraph 189 of the Amended Complaint, First Mercury re-alleges and incorporates by reference herein its responses to the allegations of the preceding Paragraphs of the Amended Complaint.

TPGL 7535614v1

14. Paragraphs 190 through 199 contain no allegations directed at First Mercury. To the extent that a response is required, First Mercury denies the allegations of Paragraphs 190 through 199.

FOR A FIRST DEFENSE TO COUNT III
(Breach of Contract)

15. Responding to Paragraph 200 of the Amended Complaint, First Mercury re-alleges and incorporates by reference herein its responses to the allegations of the preceding Paragraphs of the Amended Complaint.

16. Paragraphs 201 through 204 contain no allegations directed against First Mercury. To the extent that a response is required, First Mercury denies the allegations of Paragraphs 201 through 204.

FOR A SECOND DEFENSE
(Failure to State a Claim)

17. First Mercury would show that Plaintiff failed to state a claim upon which relief may be granted; therefore, the amended complaint should be dismissed.

FOR A THIRD DEFENSE
(Failure to Mitigate)

18. First Mercury would show that plaintiff failed to take reasonable steps to mitigate its claimed damages.

FOR A FOURTH DEFENSE
(Lawful Conduct)

19. First Mercury's conduct was lawful and caused no harm; therefore, plaintiff cannot establish its burden to show that First Mercury acted in contravention of applicable law.

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FOR A FIFTH DEFENSE
(Waiver, Estoppel, Unclean Hands, Ratification, Consent)

20. First Mercury would show that plaintiff's claims may be barred by the equitable doctrines of waiver, estoppel, unclean hands, ratification, or consent.

FOR A SIXTH DEFENSE
(Ripeness)

21. First Mercury would show that plaintiff's claims are premature and unripe and should be dismissed.

FOR A SEVENTH DEFENSE
(Condition Precedent)

22. First Mercury would show that plaintiff's claims are barred in whole or in part because of a failure of condition(s) precedent.

FOR AN EIGHTH DEFENSE
(Policies)

23. First Mercury would show that the terms and conditions of the agreements relevant to this claim, which are incorporated herein by reference, are a complete defense to this action.

FOR A NINTH DEFENSE
(Insured Risk)

24. First Mercury would show the policies of insurance issued by it to the insured do not insure the entire body of work performed by a general contractor and, therefore, it owes no duty of defense or indemnity to plaintiff in any greater capacity than it owes to its named insured, of which no duty is owed for failure to trigger any duties under the insuring agreement and/or such duties are excluded by policy provisions.

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FOR A TENTH DEFENSE
(No Injury in Fact)

25. First Mercury would show that the injury in fact occurred outside of its policy periods and, therefore, no duty of defense or indemnity exists.

FOR AN ELEVENTH DEFENSE
(Additional Insured)

26. First Mercury would show that the insurance policies do not provide coverage to plaintiff as an insured or additional insured for any of the claims or damages resulting from the allegations contained in the underlying actions because plaintiff does not qualify as an insured or additional insured under the terms, conditions, and exclusions of the policies.

FOR A TWELFTH DEFENSE
(Policy Period)

27. First Mercury would show that the policies are limited to indemnifying property damages from an occurrence, not otherwise excluded or limited, taking place during the policy periods.

FOR A THIRTEENTH DEFENSE
(Other Insurance)

28. First Mercury would show and pleads alternatively that even if any duty exists, which is expressly denied, its policies should be declared excess to any other existing policy and no duty of defense exists even if the First Mercury policies apply.

FOR A FOURTEENTH DEFENSE
(Endorsements & Exclusions)

29. First Mercury would show one or more of the policy endorsements or exclusions, which policy in its entirety is incorporated herein by reference, bars any duty of defense and any duty of indemnity. First Mercury would specifically show that the "your work"

TPGL 7535614v1

exclusion, "expected or intended" exclusion, "your product" exclusion, "impaired property" exclusion bar coverage and therefore, First Mercury owes no duty of defense or indemnity.

FOR A FIFTEENTH DEFENSE
(Insuring Agreement)

30. First Mercury would show that none of the claims satisfy the insuring agreement requirements of occurrence, property damage or policy period and, therefore First Mercury owes no duty of defense or indemnity.

FOR A SIXTEENTH DEFENSE
(Contribution and Indemnification)

31. First Mercury would show that another party may be liable, in full or in part, for any damages suffered by plaintiff or First Mercury.

FOR A SEVENTEENTH DEFENSE
(Incorporation by Reference)

32. First Mercury incorporates by reference any and all affirmative defenses asserted or to be asserted by any other defendant as if they were expressly stated herein.

FOR AN EIGHTEENTH DEFENSE
(Reservation)

33. First Mercury hereby incorporates by reference any and all affirmative defenses asserted or to be asserted by any other defendant as if they were expressly stated herein.

FOR A NINETEENTH DEFENSE
(Time-On-Risk)

34. First Mercury would show that all damages, including but not limited to, defense costs, indemnity costs, additional insured costs or monetary claims of any kind, are subject to a time-on-risk allocation whereby First Mercury is limited to liability, if any, of a proportionate share.

TPGL 7535614v1

FOR A TWENTIETH DEFENSE
(Statute of Limitations/Repose)

35. First Mercury would show that all or part of plaintiff's claims may be barred by the applicable statute of limitations and/or statute of repose.

FOR A TWENTY-FIRST DEFENSE
(Continuous and Progressive Damages)

36. First Mercury would show that plaintiff's claims are barred by the continuous and progressive damages exclusion in each policy.

WHEREFORE, having fully replied to the amended complaint, First Mercury prays unto this Honorable Court as follows:

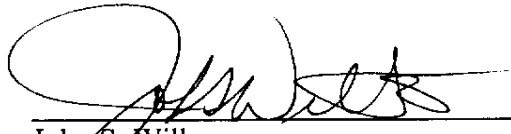
- a. That plaintiff's Amended Complaint be dismissed with prejudice;
- b. That the First Mercury policies govern all rights and obligations between the parties asserting rights in this action;
- c. For a declaration that no property damage occurred during the First Mercury policy periods;
- d. For a declaration that injury in fact occurred outside of the First Mercury policy periods;
- e. For a declaration that no property damage exists;
- f. For a declaration that no occurrence exists to trigger policy duties;
- g. For a declaration that even if the Court finds that plaintiff is an additional insured that the duty of defense is either barred or limited and subject to time-on-risk allocation and the duty of indemnity is limited to property damage meeting all policy requirements from the actual work of the named insured and that First Mercury owes no further duties;
- h. For a declaration that based upon exclusions and/or endorsements, there is no duty of defense or indemnity;

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- i. For a declaration that First Mercury owes no duty of defense;
- j. For a declaration that First Mercury owes no duty of indemnity;
- k. For a declaration that First Mercury owes no duty of contribution to plaintiff for expended defense costs;
- l. For the costs of this action; and
- m. For any other and further relief this Honorable Court deems just and proper.

Respectfully submitted,

TURNER PADGET GRAHAM & LANEY, P.A.



John S. Wilkerson
40 Calhoun Street, Suite 200
Charleston, SC 29401
Telephone: 843-576-2801
Facsimile: 843-577-1649
Email: jwilkerson@turnerpadget.com

**ATTORNEYS FOR DEFENDANT FIRST
MERCURY INSURANCE COMPANY**

February 3, 2017

TPGL 7535614v1

STATE OF SOUTH CAROLINA
COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS FOR
THE FIFTEENTH JUDICIAL CIRCUIT

CASE NO. 2016-CP-26-6670

CENTEX HOMES, a Nevada General
Partnership,

Plaintiff,

vs.

THE CYPRESS BEND CONDOMINIUM
ASSOCIATION, et al.,

Defendants.

2017 FEB -7 PM 1:53
CLERK OF COURT
HORRY COUNTY

**DEFENDANT CRUM & FORSTER SPECIALTY INSURANCE COMPANY'S ANSWER
AND AFFIRMATIVE DEFENSE TO PLAINTIFF'S AMENDED COMPLAINT**

Defendant Crum & Forster Specialty Insurance Company ("Crum & Forster") hereby responds to the Amended Complaint filed by Plaintiff Centex Homes ("Plaintiff") as follows:

GENERAL DENIAL

Each and every allegation of the Amended Complaint is expressly denied unless specifically admitted, qualified, or explained herein.

FIRST DEFENSE

1. Paragraph 1 is the plaintiff's statement of the case to which no response is necessary. To the extent that a response is required, Crum & Forster denies the allegations of Paragraph 1.

2. Crum & Forster denies the allegations of Paragraph 2.

3. Crum & Forster admits the allegations of Paragraph 3.

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4. Crum & Forster lacks knowledge or information sufficient to form a belief as to the allegations of Paragraph 4; therefore, the allegations of Paragraph 4 are denied.

5. Crum & Forster lacks knowledge or information sufficient to form a belief as to the allegations of Paragraphs 5 through 26; therefore, the allegations of Paragraph 5 through 26 are denied.

6. With respect to the allegations of Paragraph 27, Crum & Forster admits only that it is an excess and surplus lines insurer and is a Delaware corporation with a statutory home office in Delaware, and a place of business in Morristown, New Jersey.

7. Crum & Forster lacks knowledge or information sufficient to form a belief as to the allegations of Paragraphs 28 through 36; therefore, the allegations of Paragraphs 28 through 36 are denied.

8. The allegations contained in Paragraph 37 are not directed at Crum & Forster and therefore no response is required. To the extent that a response is required, Crum & Forster admits only that First Mercury Insurance Company is an excess and surplus lines insurer and is a Delaware corporation with a statutory home office in Delaware and a place of business in Southfield, Michigan.

9. Crum & Forster lacks knowledge or information sufficient to form a belief as to the allegations of Paragraphs 38 through 164; therefore, the allegations of Paragraphs 38 through 164 are denied.

10. Crum & Forster lacks knowledge or information sufficient to form a belief as to the allegations of Paragraphs 165 through 181; therefore, the allegations of Paragraphs 165 through 181 are denied.

FOR A FIRST DEFENSE TO COUNT I
(Declaratory Relief)

11. Responding to Paragraph 182 of the Amended Complaint, Crum & Forster realleges and incorporates by reference herein its responses to the allegations in the preceding Paragraphs of the Amended Complaint.

12. Crum & Forster lacks knowledge or information sufficient to form a belief as to the allegations contained in those Paragraphs relating to any insurance companies other than Crum & Forster and First Mercury. As to any policies issued by Crum & Forster and/or First Mercury which may be alleged to be implicated by the allegations of the Amended Complaint, Crum & Forster would show that each policy speaks for itself and any allegation inconsistent with the express written language of each policy is denied. Crum & Forster makes reference to each policy and denies any allegations inconsistent with the express written terms, conditions, endorsements and exclusions set forth therein. Crum & Forster would show that any referenced contract or subcontract speaks for itself and any allegation inconsistent with the express written language of such written contract or contracts is denied. Crum & Forster denies any duty of defense or indemnity exists. Crum & Forster denies any breach or any wrongdoing. Any remaining allegations of Paragraphs 183 through 188, including all subparts and "Wherefore" sections are denied.

FOR A FIRST DEFENSE TO COUNT II
(Declaratory Relief- John Doe Insurers)

13. Responding to paragraph 189 of the Amended Complaint, Crum & Forster realleges and incorporates by reference herein its responses to the allegations of the preceding Paragraphs of the Amended Complaint.

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14. Paragraphs 190 through 199 contain no allegations directed at Crum & Forster. To the extent that a response is required, Crum & Forster denies the allegations of Paragraphs 190 through 199.

FOR A FIRST DEFENSE TO COUNT III
(Breach of Contract)

15. Responding to Paragraph 200 of the Amended Complaint, Crum & Forster re-alleges and incorporates by reference herein its responses to the allegations of the preceding Paragraphs of the Amended Complaint.

16. Paragraphs 201 through 204 contain no allegations directed against Crum & Forster. To the extent that a response is required, Crum & Forster denies the allegations of Paragraphs 201 through 204.

FOR A SECOND DEFENSE
(Failure to State a Claim)

17. Crum & Forster would show that Plaintiff failed to state a claim upon which relief may be granted; therefore, the Amended Complaint should be dismissed.

FOR A THIRD DEFENSE
(Failure to Mitigate)

18. Crum & Forster would show that plaintiff failed to take reasonable steps to mitigate its claimed damages.

FOR A FOURTH DEFENSE
(Lawful Conduct)

19. Crum & Forster's conduct was lawful and caused no harm; therefore, plaintiff cannot establish its burden to show that Crum & Forster acted in contravention of applicable law.

TPGL 7535341v1

FOR A FIFTH DEFENSE
(Waiver, Estoppel, Unclean Hands, Ratification, Consent)

20. Crum & Forster would show that plaintiff's claims may be barred by the equitable doctrines of waiver, estoppel, unclean hands, ratification, or consent.

FOR A SIXTH DEFENSE
(Ripeness)

21. Crum & Forster would show that plaintiff's claims are premature and unripe and should be dismissed.

FOR A SEVENTH DEFENSE
(Condition Precedent)

22. Crum & Forster would show that plaintiff's claims are barred in whole or in part because of a failure of condition(s) precedent.

FOR AN EIGHTH DEFENSE
(Policies)

23. Crum & Forster would show that the terms and conditions of the agreements relevant to this claim, which are incorporated herein by reference, are a complete defense to this action.

FOR A NINTH DEFENSE
(Insured Risk)

24. Crum & Forster would show the policies of insurance issued by it to the insured do not insure the entire body of work performed by a general contractor and, therefore, it owes no duty of defense or indemnity to plaintiff in any greater capacity than it owes to its named insured, of which no duty is owed for failure to trigger any duties under the insuring agreement and/or such duties are excluded by policy provisions.

FOR A TENTH DEFENSE
(No Injury in Fact)

25. Crum & Forster would show that the injury in fact occurred outside of its policy periods and, therefore, no duty of defense or indemnity exists.

FOR AN ELEVENTH DEFENSE
(Additional Insured)

26. Crum & Forster would show that the insurance policies do not provide coverage to plaintiff as an insured or additional insured for any of the claims or damages resulting from the allegations contained in the underlying actions because plaintiff does not qualify as an insured or additional insured under the terms, conditions, and exclusions of the policies.

FOR A TWELFTH DEFENSE
(Policy Period)

27. Crum & Forster would show that the policies are limited to indemnifying property damages from an occurrence, not otherwise excluded or limited, taking place during the policy periods.

FOR A THIRTEENTH DEFENSE
(Other Insurance)

28. Crum & Forster would show and pleads alternatively that even if any duty exists, which is expressly denied, its policies should be declared excess to any other existing policy and no duty of defense exists even if the Crum & Forster policies applies.

FOR A FOURTEENTH DEFENSE
(Endorsements & Exclusions)

29. Crum & Forster would show one or more of the policy endorsements or exclusions, which policy in its entirety is incorporated herein by reference, bars any duty of defense and any duty of indemnity. Crum & Forster would specifically show that the “your work” exclusion, “expected or intended” exclusion, “your product” exclusion, “impaired

property” exclusion bar coverage and therefore, Crum & Forster owes no duty of defense or indemnity.

FOR A FIFTEENTH DEFENSE
(Insuring Agreement)

30. Crum & Forster would show that none of the claims satisfy the insuring agreement requirements of occurrence, property damage or policy period and, therefore Crum & Forster owes no duty of defense or indemnity.

FOR A SIXTEENTH DEFENSE
(Contribution and Indemnification)

31. Crum & Forster would show that another party may be liable, in full or in part, for any damages suffered by plaintiff or Crum & Forster.

FOR A SEVENTEENTH DEFENSE
(Incorporation by Reference)

32. Crum & Forster incorporates by reference any and all affirmative defenses asserted or to be asserted by any other defendant as if they were expressly stated herein.

FOR AN EIGHTEENTH DEFENSE
(Reservation)

33. Crum & Forster hereby incorporates by reference any and all affirmative defenses asserted or to be asserted by any other defendant as if they were expressly stated herein.

FOR A NINETEENTH DEFENSE
(Time-On-Risk)

34. Crum & Forster would show that all damages, including but not limited to, defense costs, indemnity costs, additional insured costs or monetary claims of any kind, are subject to a time-on-risk allocation whereby Crum & Forster is limited to liability, if any, of a proportionate share.

FOR A TWENTIETH DEFENSE
(Statute of Limitations/Repose)

35. Crum & Forster would show that all or part of plaintiff's claims may be barred by the applicable statute of limitations and/or statute of repose.

FOR A TWENTY-FIRST DEFENSE
(Continuous and Progressive Damages)

36. Crum & Forster would show that plaintiff's claims are barred by the continuous and progressive damages exclusion in each policy.

WHEREFORE, having fully replied to the amended complaint, Crum & Forster prays unto this Honorable Court as follows:

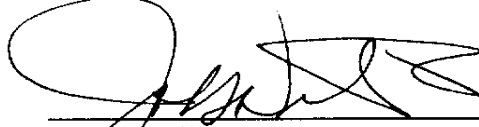
- a. That plaintiff's Amended Complaint be dismissed with prejudice;
- b. That the Crum & Forster policies govern all rights and obligations between the parties asserting rights in this action;
- c. For a declaration that no property damage occurred during the Crum & Forster policy periods;
- d. For a declaration that injury in fact occurred outside of the Crum & Forster policy periods;
- e. For a declaration that no property damage exists;
- f. For a declaration that no occurrence exists to trigger policy duties;
- g. For a declaration that even if the Court finds that plaintiff is an additional insured that the duty of defense is either barred or limited and subject to time-on-risk allocation and the duty of indemnity is limited to property damage meeting all policy requirements from the actual work of the named insured and that Crum & Forster owes no further duties;
- h. For a declaration that based upon exclusions and/or endorsements, there is no duty of defense or indemnity;

TPGL 7535341v1

- i. For a declaration that Crum & Forster owes no duty of defense;
- j. For a declaration that Crum & Forster owes no duty of indemnity;
- k. For a declaration that Crum & Forster owes no duty of contribution to plaintiff for expended defense costs;
- l. For the costs of this action; and
- m. For any other and further relief this Honorable Court deems just and proper.

Respectfully submitted,

TURNER PADGET GRAHAM & LANEY, P.A.



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**ATTORNEYS FOR DEFENDANTS CRUM &
FORSTER SPECIALTY INSURANCE
COMPANY**

February 3, 2017

TPGL 7535341v1

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF HORRY)

Harbour Cove,)
Vs)
Centex,)
2014-CP-26-07634)
_____)

Transcript of Record
April 25, 2019

Greenbriar,)
Vs)
Centex,)
2015-CP-26-03389)
_____)

** MOTION TO INTERVENE ONLY **

Havens,)
Vs)
Centex,)
2015-CP-26-00118)
_____)

River Crossing,)
Vs)
Centex,)
2015-CP-26-00279)
_____)

Tanglewood,)
Vs)
Centex,)
2015-CP-26-02718)
_____)

Woodlands,)
Vs)
Centex,)
2015-CP-26-04514)
_____)

B E F O R E:

The Honorable Clifton Newman
Horry County Courthouse
Conway, South Carolina

A P P E A R A N C E S:

Christy Mahon, Esquire
Attorney for Hartford Company Insurance

Thomas B. Boger, Esquire
Attorney for Clarendon National Insurance Company

Robert E. Kneece, III, Esquire
**Attorney for Crum & Forster Insurance and
1st Mercury Insurance Company**

Lawrence M. Hunter, Jr., Esquire
Attorney for BITCO General Insurance Corporation

Patrick F. O'Dea, Esquire
**Attorney for Nationwide Insurance Company and
Selective Insurance Company**

Robert M. Kennedy, Jr., Esquire
Attorney for Scottsdale Insurance Company

Clayton B. McCullough, Esquire
Attorney for American Empire Surplus Lines Insurance Company

Laura F. Locklair, Esquire
Attorney for Centex

John T. Chakeris, Esquire
Attorney for Plaintiffs

Phillip W. Segui, Jr., Esquire
Attorney for Plaintiffs

Steven A. Meckler, Esquire
Attorney for Craftmaster Manufacturing Incorporated

Sallie Beth Todd
Circuit Court Reporter

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I N D E X

(There were no witnesses called during the hearing.)

Certificate of Court Reporter 20

E X H I B I T S

(There were no exhibits marked during the hearing.)

THE COURT: Alright. What's the next issue?

Motions to Intervene

1 **MR. HILDEBRAND:** I'm sorry, Your Honor. I believe the
2 Motions to Intervene by various insurance companies.

3 **THE COURT:** Okay.

4 **MS. MAHON:** Your Honor, Christy Mahon. I am not in the
5 Havens case, but I think I might have been volunteered perhaps
6 to take the lead on all 15 Motions to Intervene.

7 **THE COURT:** Okay.

8 **MS. MAHON:** I am the one -- would you like to hear all of
9 those now?

10 **THE COURT:** Yeah, well I know you've been leading the
11 charge with these Motions to Intervene so we're happy to do
12 whichever one you're in.

13 **MS. MAHON:** Do you think there's room for one more up
14 here, Judge?

15 **THE COURT:** Oh, sure.

16 **MS. MAHON:** Your Honor, Christy Mahon for the record for
17 Hartford Casualty. I think the last time we had this many,
18 Your Honor, may have been Camden Portifino. So, I tried to
19 take a page from that in order to try to shorten this up some
20 if we could, Your Honor. So, as far as I know in this case, I
21 think there's 15 Motions to Intervene in the cases that are
22 before you today. Let me give you just a little bit of
23 background if I may, Your Honor.

24 **THE COURT:** Alright.

Motions to Intervene

1 **MS. MAHON:** Then I'm going to make it extremely short.

2 **THE COURT:** Okay.

3 **MS. MAHON:** As you may remember, in Beach Villas and
4 Harbour Cove, we spent about two or three days arguing before
5 Your Honor the Motions to Intervene. And we, as you know, we
6 all -- all of the potential intervenors, we appealed to the
7 Court of Appeals. That appeal then was certified to the
8 Supreme Court and we were scheduled to argue before the
9 Supreme Court the day before we actually resolved it. The
10 last case was Harbour Cove with the same plaintiffs lawyers.
11 That got resolved so it wasn't actually heard by the Supreme
12 Court although all of the briefing was done. So, we had all
13 of the briefs, we had the motions certified to the Supreme
14 Court, we had all of those documents prepared in those cases
15 and we've got all of the records. So, when I was before you
16 last, Your Honor, we talked about how best to preserve those
17 arguments again for potentially an appeal again. Important
18 thing that Your Honor allowed us to enter into a stipulation
19 between the parties and what we did was, we did put what
20 everybody wanted in the record. We did put in the record that
21 we filed e-file system. We didn't have time to do that
22 stipulation yet. I did talk to Ms. Locklair who has Centex
23 and I haven't had a chance to talk to Mr. Chakeris about this.
24 I don't think he'll have an objection necessarily. We had a

Motions to Intervene

1 stipulation in which we said all of these documents were
2 presented to the Court and therefore this is our record for
3 the Court of Appeals. And that's what we did in that case.
4 If the parties don't wish to do that -- yesterday, I filed
5 about 1,200 pages on the e-file system in which I put all of
6 the briefs that the carriers, and all of the documents that
7 the carriers would want preserved for the record on appeal. I
8 only did that in River Crossing and I'm going to have to do it
9 in the other cases most likely and I apologize in advance to
10 the Clerk's Office. But, what we did, Your Honor, was because
11 -- let me start by saying Hartford, because of the uncertainty
12 of what an Appellate Court is going to do with the Motions to
13 Intervene, we felt that we are compelled to seek intervention.
14 We had the pleasure of arguing these things before Your Honor
15 on a number of occasions. So, what I did yesterday was I
16 filed a Memorandum -- Supplemental Memorandum of Law, which if
17 I may, Your Honor, may I just bring it up to you?

18 **THE COURT:** Sure.

19 **MS. MAHON:** Thank you. So, for the record, Your Honor,
20 in addition to the arguments made in the Memorandum of Law in
21 the present cases, the carriers would like to incorporate all
22 of the arguments that were listed in the below on our
23 Memorandum. And as you'll see there were 50 exhibits that we
24 marked on that. We want to incorporate all of those arguments

Motions to Intervene

1 below. We'd like to incorporate them by reference to the
2 extent not inconsistent with the carriers current positions
3 and the Motions to Intervene. The carriers would like to make
4 what was included on the Memorandum part of the record. In
5 order to preserve all of the arguments made and all of the
6 exhibits listed, which have been filed on e-file in the River
7 Crossing case that are not consistent with their position in
8 these matters. So, we'd like to -- at least from the
9 carriers, and there are a lot of the carriers here, and they
10 may wish to add to what I'm saying. What we would like to do
11 is pretty much submit on the briefs and all the pleadings and
12 everything that was previously filed for the Court, make that
13 part of the record so that we will have a complete record for
14 this case and for all of the Barefoot cases going forward.
15 There are two issues I would just like to bring up to the
16 Court in regard to that, that were not specifically
17 necessarily addressed in the prior orders but were in fact
18 addressed in Your Honor's rulings from the bench. In the
19 other cases there was a question of timeliness that was
20 brought up. Your Honor indicated at the hearing on September
21 27th that in essence the Motions to Intervene may, if anything,
22 have been too early because we hadn't reached the stage of the
23 verdict sheet. In Beach Villas and Harbour Cove Your Honor
24 denied intervention irrespective on timing, on the grounds

Motions to Intervene

1 that you believe that (inaudible) pivot at any time. So, in
2 those other cases we didn't have the issue of timeliness given
3 Your Honor's ruling from the bench. The timeliness was not
4 something you would consider simply because you didn't, in
5 your opinion, didn't think timeliness matter because you just
6 don't think that intervention is in fact appropriate for that.
7 And that's what Your Honor's Order reflected in that. And
8 Your Honor we were good with that order is what we're saying.
9 So, we would like to keep it like that if we could. I spoke
10 to counsel on that and told them I was going to bring that up
11 to Your Honor. And we brought it up because in one line of
12 the plaintiff's Memorandum they use the word timeliness and so
13 I just wanted -- they didn't have an argument on timeliness,
14 but they mentioned that in passing. So, we just wanted to
15 make sure that we kind of went along the lines of what Your
16 Honor has been ruling in the past. The other issue that was
17 just mentioned in one sentence in the plaintiffs brief also
18 was reservation of rights letters. And if you will remember,
19 Your Honor, we had a long discussion about reservation of
20 rights letters in the other case. And, Your Honor indicated
21 from the bench in the prior cases that that was not something
22 that you were going to look at because that was something that
23 was pertinent to a declaratory judgment action. But, that you
24 did not believe that that was something that should be

Motions to Intervene

1 examined in the underlying case. So, you had indicated from
2 the bench, Your Honor, that that was something that could be
3 looked at later, but that you were not going to make us submit
4 reservations of rights letters and examine those for the
5 purpose of that matter. I say those two things to say this,
6 we liked the last -- I don't want to say liked. We
7 appreciated the Court's last orders and we'd like to continue
8 down the way you did it in Harbour Cove and Beach Villas. And
9 that way all of the arguments are preserved for appeal. All
10 of the arguments that have been made have been brought to the
11 attention of the Court. And I have other counsel, I think
12 hiding in the gallery, that may wish to add to what I said on
13 the carriers side. Thank you, Your Honor.

14 **THE COURT:** Alright, thank you.

15 **MR. BOGER:** Your Honor, Tommy Boger on behalf of
16 Clarendon National Insurance. I would just add for the record
17 that we would fall along with what counsel for Hartford has
18 suggested and that we would incorporate by reference all of
19 those exhibits that have been filed in River Crossing into the
20 other matters that we have pending motions. As far as
21 Clarendon is concerned, we filed two motions yesterday one in
22 Tanglewood, one in Woodlands, and did so out of caution and
23 efficiency for the Court. So, whatever the decision the Court
24 decides here is across the board for all of those matters that

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1 Clarendon has asserted a motion and is involved in to date.

2 **THE COURT:** Alright.

3 Yes, sir.

4 **MR. KNEECE:** Thank you, Your Honor. Robert Kneece here
5 on behalf of Crum and Forster and First Mercury Insurance. I
6 don't have anything to add beyond what counsel for Hartford
7 has mentioned. I just appreciate her taking the lead on this.
8 Thank you.

9 **THE COURT:** Alright.

10 **MR. HUNTER:** Your Honor, I'm Lawrence Hunter for BITCO in
11 two of the cases and I agree with what these previous
12 insurance counsel have said. We'd like to also incorporate
13 the same arguments, the same exhibits. We can certainly file
14 them again if necessary but for the Court's efficiency we'd
15 like for you to go with what Christy is suggesting.

16 **MR. O'DEA:** Pat O'Dea on behalf of Selective and
17 Nationwide and echo what the colleagues have said.

18 **THE COURT:** Alright.

19 **MR. KENNEDY:** Your Honor, Bob Kennedy here on behalf of
20 Scottsdale. I echo the comments of everyone else. This is a
21 unique situation where with regards to the motion I don't
22 think there's a lot of daylight between the parties and the
23 Court, it's just a question of what the Supreme Court will be.
24 We are certainly satisfied with an order similar to the one

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1 you issued in Beach Villas and Harbour Cove.

2 **THE COURT:** Yes, sir.

3 **MR. MCCULLOUGH:** Clayton McCullough on behalf of American
4 Empire. I agree with what everybody else is saying. Thank
5 you.

6 **THE COURT:** Alright.

7 Ms. Locklair.

8 **MS. LOCKLAIR:** Yes, Your Honor. Good afternoon. Laura
9 Locklair for Centex. We are certainly not opposed to
10 streamlining the process with the Court and the parties, agree
11 with carriers that there's not a significant amount of
12 difference in terms of what we're asking for here. South
13 Carolina law on the issue hasn't changed and there are really
14 no new arguments as the Court can see from the prior filings.
15 We are very comfortable incorporating the prior arguments and
16 the prior filings in both the Harbour Cove and the Beach
17 Villas matter. We also note that there are significant
18 references throughout the declaratory judgment action that is
19 also before Your Honor relating to these matters. So, we'd
20 simply ask for the opportunity to regretfully inundate the
21 Court with the filings, memoranda, and pleadings from those
22 matters on the side of Centex. I don't think that will meet
23 with any objection from anyone so I think that will take care
24 of that. The only other difference that I would like to note

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1 for the record before the Court is that in the Harbour Cove
2 matter, Centex settled out of the case with the plaintiffs.
3 So, when these issues of intervention were taken up at the
4 Appellate Court level, the intervention was limited to the
5 named insured intervening on behalf of the named insured. In
6 this instance many of the carriers that are seeking to
7 intervene in this action are not only addressing coverage
8 issues relating to their named insured, but because they are
9 defending Centex, that intervention also affects Centex as an
10 additional insured. So, that is a key difference between the
11 case which we, of course, Your Honor, would argue weighs
12 additionally in favor of Your Honor reaching the same ruling.
13 We have no objections to the prior order, but do think it
14 would be appropriate to distinguish that point so that the
15 conflict created by that intervention. The other issue that
16 we'd like to point out is in the event that that does proceed
17 and the Court is inclined to reach a different conclusion we
18 would also like to raise the issue for the Appellate Court's
19 of the potential appointment or need for appointment of cumis
20 counsel given that there is an insurance policy that is at
21 play and the interest of the carriers and the named insured
22 may differ there.

23 **THE COURT:** So, the need for appointment of ---

24 **MS. LOCKLAIR:** Cumis counsel.

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1 **THE COURT:** How do you spell that word?

2 **MS. LOCKLAIR:** C-U-M-I-S.

3 **THE COURT:** And what is that?

4 **MS. LOCKLAIR:** So, cumis counsel, Your Honor, is a
5 doctrine that developed in California and has been employed in
6 numerous other states across the country. The affect of that
7 is where you have a conflict of interest that is at the heart
8 of Your Honor's ruling in the Harbour Cove, where you have the
9 interests of the insurer from a coverage prospective opposed
10 to that of its insured. In terms they are both aligned for
11 liability purposes, but when it comes to damages, cover,
12 uncovered, allocated verdict, those interest differ. So,
13 under South Carolina -- or excuse me, under this cumis
14 doctrine the insurer is required to fund independent counsel
15 for the insured to protect its interests from a coverage
16 prospective. So, that would mean, Your Honor, as to the
17 extent the insurers are allowed to intervene, and again as we
18 make clear in all of our briefs before Your Honor, that
19 intervention would not be partial, it would be a full
20 intervention meaning insurers would need to be parties to the
21 action. You would have counsel for the parties, you would
22 have counsel -- and that would include the carriers. There
23 would also be double the number of attorneys cumis counsel for
24 each named insured and each additional insurer to insure that

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1 those interests are also addressed and informed. So, that is
2 an issue. Ms. Mahon has set up a wonderful construction
3 convention for us all in December of 2018 and there was a
4 panel on intervention, and this was certainly one of the
5 issues that was addressed there. So, I know that there are
6 likely a number of opinions from coverage counsel on that. I
7 certainly don't mean to be the spoon that stirs the pot as my
8 mother says, but we do think that's appropriate for that to be
9 a consideration to the extent that that goes up on appeal. We
10 want that issue preserved for the Appellate Court's as well.

11 **THE COURT:** Alright.

12 Yes, sir.

13 **MR. CHAKERIS:** John Chakeris on behalf of the plaintiffs.
14 We're in agreement with what Ms. Mahon proposes as far as
15 incorporating the arguments and briefings of Harbour Cove and
16 Beach Villas to preserve the record, Your Honor.

17 **MR. SEGUI:** And, Your Honor, just one housekeeping
18 matter. Ms. Mahon has incorporated the transcript of a bunch
19 of the Harbour Cove hearing and other things. We just also
20 want to adopt that to the extent that we make it part of our
21 record as well. I just want to put that on the record.

22 **MS. MAHON:** If we could do this perhaps, Your Honor, it
23 may be easier, and the clerk may not dislike us as much. I
24 can draft a stipulation like I did in Portifino where we all

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1 agree what the record contains. And then we won't have to
2 necessarily have duplications because I did not file any
3 opposition briefs with my memorandum. I'll be glad to do that
4 stipulation so that everything is properly before the Court
5 for all parties, so everybody's arguments are adequately
6 preserved for any appellate review if that meets Your Honor's
7 approval.

8 **THE COURT:** Alright.

9 **MS. MAHON:** If I may just add ---

10 **THE COURT:** Yes.

11 **MS. MAHON:** --- one housekeeping and then one other
12 thing, non-housekeeping. I apologize if I assumed incorrectly
13 that Your Honor would rule the same way that Your Honor has
14 been ruling against me. And so if you do decide to rule and
15 allow the intervention, then of course we would be opposed to
16 a full intervention, it would be a limited intervention. On
17 the housekeeping issue, I don't know exactly what the Clerk's
18 Office would like us to do because the stipulation that we
19 would file would have probably about 60 or 70 exhibits. I
20 filed 50 of which already in the River Crossing case, so there
21 won't be a duplication there. I don't know if they want all
22 four cases for there to be all of those exhibits filed but we
23 might need that to make an adequate record. Don't know if
24 that's -- I don't think I can caption them all and file it in

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1 one. I don't think that they let us do that.

2 **THE CLERK:** It's separate.

3 **MS. MAHON:** Separate. So, we're going to have to do all
4 separate exhibits. We apologize.

5 **THE CLERK:** That's okay.

6 **THE COURT:** Alright.

7 **MS. MAHON:** Thank you, Your Honor.

8 **THE COURT:** Mr. Meckler, yes, sir.

9 **MR. MECKLER:** Your Honor, very briefly. I don't really
10 have a dog in this. We're not dealing with these issues but
11 we are on this case and I guess to some extent what I hear is
12 an overly complicated case become excessively overly
13 complicated and the case law that I've seen them cite to, the
14 way I read it doesn't have anything to do with intervention.
15 It merely says that when they deny coverage or limit coverage
16 to their insured they have to do it appropriately. They can't
17 just copy the policy, stick it in a letter and say figure it
18 out. So, for the record I would object to it just because I
19 think it's not appropriate and overcomplicating an overly
20 complicated case.

21 **THE COURT:** Alright.

22 **MS. LOCKLAIR:** Your Honor, we whole heartedly agree and
23 think that's addressed in the briefs and in the proposed
24 order. So, from Centex's perspective we would certainly look

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1 forward to working with Ms. Mahon to get a stipulation
2 together that addresses all of the briefing by the plaintiffs,
3 the carriers, and Centex from it's perspective; and are happy
4 to the extent that the parties do not oppose to draft and
5 submit proposed orders in each of these matters if Your Honor
6 is inclined ---

7 **THE COURT:** Proposed orders in addition to the
8 stipulation.

9 **MS. LOCKLAIR:** Yes, Your Honor.

10 **THE COURT:** Alright.

11 **MS. LOCKLAIR:** And now I'm going to do what I would have
12 advised our local young fifth graders to do if they decided to
13 be lawyers, which is to stop talking.

14 **THE COURT:** Okay. Anything else on this intervention
15 issue?

16 I think given the stipulation, the record from the other
17 case, and all of the things that have already been filed and
18 are to be filed; I'll take it under advisement and have each
19 side submit proposed orders. Ms. Mahon would be with you
20 winning and same, Ms. Locklair, would be with you winning.
21 But, you all need to exchange them for comment and criticism
22 and that would include any and all lawyers who are represented
23 who might have an interest in this matter.

24 **MS. MAHON:** And, Your Honor, it may be that we can all

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1 get together and figure out what exactly should be submitted.

2 Do you have a deadline that you would like us to ---

3 **THE COURT:** I'll let you all set that deadline. When do
4 you want it to be?

5 **MR. CHAKERIS:** After February 3rd, Your Honor.

6 **MS. MAHON:** We will need 30 days, Your Honor.

7 **THE COURT:** Alright, 30 days, within 30 days. Serve the
8 other and the other party will have 10 days to comment,
9 criticize, whatever. Alright, very good. That deals with the
10 intervention in a nutshell.

11

C E R T I F I C A T E

I, the undersigned, Sallie Beth Todd, Official Court Reporter for the State of South Carolina, do hereby certify that the foregoing is a true, accurate and complete Transcript of Record of the hearing held in the interest of:

- Harbour Cover v. Centex; 2014-CP-26-07634
- Greenbriar v. Centex; 2015-CP-26-03389
- Havens v. Centex; 2015-CP-26-00118
- River Crossing v. Centex; 2015-CP-26-00279
- Tanglewood v. Centex; 2015-CP-26-02718
- Woodlands v. Centex; 2015-CP-26-04514,

held in the Court of Common Pleas for Horry County, Horry County Courthouse, Conway, South Carolina, on April 25, 2019.

I do hereby certify that I am neither of kin, counsel, nor interest to any party hereto.



Sallie Beth Todd, CVR

Official Reporter

June 29, 2019.