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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Roger M. Young, Sr., Circuit Court Judge

Case No. 2014-CP-08-02757

Portrait Homes – South Carolina, LLC and
Portrait Homes – Persimmon Hill, LLC; Plaintiffs,

v.

Pennsylvania National Mutual Casualty Insurance Company
and The Persimmon Hill Homeowners Association, Inc., Defendants,

AND

The Persimmon Hill Homeowners Association, Inc., Third-Party Plaintiff,

v.

Jose Castillo d/b/a JJA Framing and
JJA Construction, Inc. d/b/a JJA Framing, Third-Party Defendants,

Of which Pennsylvania National Mutual Casualty Insurance Company is the Appellant,

And

Portrait Homes – South Carolina, LLC, Portrait Homes – Persimmon Hill, LLC,
and The Persimmon Hill Homeowners Association, Inc. are the Respondents.

Appellate Case No. 2020-000735

RECORD ON APPEAL
VOLUME IV OF V

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THE CITY OF
GOOSE CREEK
BERKELEY CO. EST. 1961 SO. CAROLINA

Gregory S. Habib
MAYOR

Debra Green-Fletcher
Kevin M. Condon
Brandon L. Cox
Corey D. McClary
Jerry Tekac
Gayla S.L. McSwain
CITY COUNCIL

Jake Broom
CITY ADMINISTRATOR

519 N. GOOSE CREEK BOULEVARD
P.O DRAWER 1768
GOOSE CREEK, SC 29445-1768
TEL (843) 797-6220
FAX (843) 863-5208

November 27, 2018

VIA FedEx

Mr. John Malone Jr., Esquire
Goldberg Segalla LLP
800 Green Valley Road, Suite 302
Greensboro, NC 27408

Re: Freedom of Information Act Request
Certificates of Occupancy for Persimmon Hill
FOIA #: 2018-105

Dear Mr. Malone:

Per your request for information under the Freedom of Information Act, dated November 12, 2018, enclosed please find the following:

1. Certificates of Occupancy (CO)
2. Affidavit of Authenticity
3. Spreadsheet of Missing CO's

The total cost for the information requested is as follows:

Paper Records/Standard Reports	$57.15	($.15 per page at 381 pages)
Total	$57.15	

As I stated during my telephone conversation with Ms. Smith on Monday, November 12th, I truly apologize and regret to inform you that after a lengthy and diligent search, City staff has been unable to locate one hundred thirteen (113) out of the three hundred eighty one (381) CO's; however, I am providing you with the bulk of the documents along with four (4) CO's which appear to be misaddressed. I am waiving the administrative fee for the search and retrieval time for the CO's and only charging you for the copies.

Please let me know if you have any questions or if you require additional information.

Sincerely,

Kelly J. Lovette, MMC
City Clerk

KJL/lol
Enclosures

EXHIBIT
16

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016334**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 100 Brockman Way, Building #42, Unit #7

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date July 15, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification	**Residential**	Bldg. Permit Number	**016334**
Group	**R**	Type of Construction **VI**	Fire District **2**
Owner of Building	Portrait Homes - Persimmon Hill Project		
Address	4975 Lacross Road, Suite #150, N. Charleston, SC 29406		
Building Address	101 Brockman Way, Building #42, Unit #6		
Locality	Goose Creek, SC 29445		

Robert Yarnall, CBO – Building Official Date June 30, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016334**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 102 Brockman Way, Building #42, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 16, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016334**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 103 Brockman Way, Building #42, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 29, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016334**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 104 Brockman Way, Building #42, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date July 20, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016334**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 105 Brockman Way, Building #42, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 30, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016334**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 106 Brockman Way, Building #42, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 30, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016538**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 107 Brockman Way, Building #41, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 25, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016538**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 108 Brockman Way Building#41 Uint# 2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 10, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016538**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 110 Brockman Way, Building #41, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 7, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section 110.3 of the International Building Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Res** Bldg. Permit Number **016344**

Group **R2** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes

Address

Building Address 113 Brockman Way Bldg. 40 Unit #7

Locality Persimmon Hill S/D Goose Creek SC 29445

Ginger A.Spindler 12-22-04

Ginger Spindler – Building Inspector Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016344**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 114 Brockman Way, Building #40, Unit #6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 29, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016344**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 115 Brockman Way, Building #40 Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Jan 28, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016344**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 116 Brockman Way Building #40, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date November29, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016344**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 117 Brockman Way Building #40, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 8, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016344**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 118 Brockman Way Building #40, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date November22, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016344**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 119 Brockman Way, Building #40, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date November18, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016322**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 120 Brockman Way Building #39 Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 29, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016322**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 121 Brockman Way, Building #39, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date November11, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016322**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 122 Brockman Way, Building #39 Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Feb 10, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016322**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 124 Brockman Way, Building #39, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date October 26, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016323**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 125 Brockman Way, Building #49, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date May 9, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016323**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 127 Brockman Way, Building #49, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 12, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016323**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 128 Brockman Way, Building #49, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 15, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016323**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 129 Brockman Way, Building #49, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 31, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016332**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 131 Brockman Way, Building #47, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 28, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016332**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 132 Brockman Way, Building #47, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 28, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

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Use Classification **Residential** Bldg. Permit Number **016332**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 133 Brockman Way Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date May 27, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016332**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 134 Brockman Way, Building #47, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date May 18, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **01633**2

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 135 Brockman Way, Building #47, Unit #6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 30, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016332**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 136 Brockman Way, Building #47, Unit #7

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 29, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016343**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 137 Brockman Way, Building #45 Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Feb 24, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016343**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 1318 Brockman Way, Building #45 Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Feb 24, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016343**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 139 Brockman Way, Building #45 Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Feb 23, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016343**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 140 Brockman Way, Building #45, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 6, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016343**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 141 Brockman Way, Building #45 Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Feb 23, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016343**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 142 Brockman Way, Building #45 Unit #6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Feb 24, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016343**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 143 Brockman Way, Building #45, Unit #7

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 27, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016329**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 100 Darcy Avenue, Building #53, Unit #6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 31, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016329**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 101 Darcy Ave. Building #53, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 23, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016329**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 102 Darcy Ave. Building #53, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 27, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016329**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 103 Darcy Ave. Building #53, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 14, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016329**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 104 Darcy Ave. Building #53, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 14, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016329**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 105 Darcy Ave. Building #53, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 14, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016334**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 106 Darcy Avenue, Building #52, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 30, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016327**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 107 Darcy Avenue, Building #52, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 26, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016327**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 108 Darcy Avenue, Building #52, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 25, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016327**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 109 Darcy Avenue, Building #52, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 25, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016327**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 110 Darcy Avenue, Building #52, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 25, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016345**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 111 Darcy Ave. Building #38 UNIT# 1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 29, 2004

Ashley K. Wyatt 12/30/04
City Planner

* drainage behind building #38 must be completed by 1/8/05

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016345**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 112 Darcy Ave. Building #38 UNIT# 2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 29, 2004

Ashley K. Wyatt 12/30/04
City Planner

* drainage behind building #38 must be completed by 1/8/05

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016345**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 113 Darcy Ave. Building #38 UNIT# 3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 29, 2004

Ashley K. Wyatt 12/30/04
City Planner

* drainage behind building #38 must be completed by 1/8/05

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016345**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 114 Darcy Avenue, Building #38, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 17, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016345**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 115 Darcy Avenue, Building #38, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date January 20, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016345**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 116 Darcy Ave. Building #38 UNIT# 6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 29, 2004

Ashley K. Wyatt 12/30/04
City Planner

* drainage behind building #38 must be completed by 1/8/05

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016345**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 117 Darcy Ave. Building #38 UNIT# 7

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 29, 2004

Ashley K. Wyatt 12/30/04
City Planner
* drainage behind building # 38
must be completed by 11/8/05

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **15846**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 119 Darcy Ave, Building #29, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 28, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015846**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 120 Darcy Ave. Building #29, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 16, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015846**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 121 Darcy Ave. Building #29, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 16, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **15846**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #29, Unit # 1**

Locality **122 Darcy Avenue, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 24, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015841**

Group **R** Type of Construction **VI** Fire District 2

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 123 Darcy Avenue, Building #32, Unit #7

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 31, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015841**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 124 Darcy Avenue, Building #32, Unit #6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 31, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015841**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 125 Darcy Avenue, Building #32, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 31, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015841**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 126 Darcy Avenue, Building #32, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 31, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015841**

Group **R** Type of Construction **VI** Fire District 2

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 127 Darcy Avenue, Building #32, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 31, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification	**Residential**	Bldg. Permit Number	**015841**
Group	**R**	Type of Construction **VI**	Fire District **2**
Owner of Building	Portrait Homes - Persimmon Hill Project		
Address	4975 Lacross Road, Suite #150, N. Charleston, SC 29406		
Building Address	128 Darcy Avenue, Building #32, Unit #2		
Locality	Goose Creek, SC 29445		

Robert Yarnall, CBO – Building Official Date May 16, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015841**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 129 Darcy Avenue, Building #32, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 31, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015411**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #36, Unit #7**

Locality **130 Darcy Ave, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 31,2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015411**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 131 Darcy Avenue, Building #36 Unit #6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Jan 28, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015411**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #36, Unit #5**

Locality **132 Darcy Ave, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 31,2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015411**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #36, Unit #4**

Locality **1133 Darcy Ave, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 31,2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015411**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #36, Unit #3**

Locality **134 Darcy Ave, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 30, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015411**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 135 Darcy Ave., Building #36, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date November22, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015172**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #48, Unit #7, 137 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

March 26, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015172**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #48, Unit #6, 138 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

March 29, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015172**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #48, Unit #5, 139 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

March 29, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015172**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 140 Darcy Ave. Building #48 Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date December 30, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015172**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #48, Unit #3, 141 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

March 29, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015172**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #48, Unit #2, 142 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

March 29, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015172**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #48, Unit #1**

Locality **143 Darcy Ave, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 30, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3002**

Group **R** Type of Construction **VI** ISO Rating **2**

Owner of Building **Portrait Homes Construction Company LLC**

Address **7400 Northside Drive Suite 107 N Charleston, SC 29420**

Building Address **144 Darcy Avenue, Building 46, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date February 11, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3002**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #46, Unit #2, 145 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

Robert Yarnall, CBO – Building Official

February 6, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3002**

Group **R** Type of Construction **VI** ISO Rating **2**

Owner of Building **Portrait Homes Construction Company LLC**

Address **7410 Northside Drive Suite 107 N Charleston, SC 29420**

Building Address **146 Darcy Avenue, Building 46, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date February 20, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3002**

Group **R** Type of Construction **VI** ISO Rating **2**

Owner of Building **Portrait Homes Construction Company LLC**

Address **4975 Lacross Road Suite #150 N Charleston, SC 29406**

Building Address **147 Darcy Avenue, Building 46, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date February 17, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3002**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #46, Unit #1, 148 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

Robert Yarnall, CBO – Building Official

February 19, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3002**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #46, Unit #5, 148 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

Robert Yarnall, CBO – Building Official

February 9, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2971**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #21, Unit #5, 161 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

October 6, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2971**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #21, Unit #3, 163 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

February 12, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2971**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #21, Unit #2, 164 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

August 29, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2971**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #21, Unit #1, 165 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

August 29, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **014903**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #18, Unit #1, 172 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

December 18, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **014903**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #18, Unit #2, 173 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

December 18, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **014903**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #18, Unit #3

Locality 174 Darcy Ave , Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official

May 26, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **014903**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #18, Unit #4, 175 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

January 14, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **014903**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #18, Unit #5, 176 Darcy Avenue

Locality Goose Creek, SC

Robert Yarnall

February 27, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018362**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **177 Darcy Avenue, Building #57, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 19, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018362**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **178 Darcy Avenue, Building #57, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 19, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18362**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **179 Darcy Ave, Building #57, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 29, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018220**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **180 Darcy Avenue, Building #58, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **April 24, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18220**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **181 Darcy Ave, Building #58, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 29, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018220**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **182 Darcy Avenue, Building #58, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **April 24, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018365**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **183 Darcy Avenue, Building #59, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date August 15, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018365**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **184 Darcy Avenue, Building #59, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date August 15, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018365**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **185 Darcy Avenue, Building #59, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date August 15, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018148**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **186 Darcy Avenue, Building #60, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 15, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018148**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **187 Darcy Avenue, Building #60, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 15, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018148**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **188 Darcy Avenue, Building #60, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 15, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018148**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **189 Darcy Avenue, Building #60, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 15, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018148**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **190 Darcy Avenue, Building #60, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 15, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018364**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **191 Darcy Avenue, Building 61, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date August 1, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018364**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **192 Darcy Avenue, Building 61, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 31, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018364**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **193 Darcy Avenue, Building 61, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date August 1, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018221**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **194 Darcy Avenue, Building #62, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date September 13, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018221**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **195 Darcy Avenue, Building 62, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date August 11, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018221**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **196 Darcy Avenue, Building #62, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date August 28, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018221**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **197 Darcy Avenue, Building 62, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date August 10, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017647**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **198 Darcy Avenue, Building #63, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 15, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017647**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **199 Darcy Avenue, Building #63, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 21, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017647**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **200 Darcy Avenue, Building #63, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 21, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18144**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **201 Darcy Ave, Building #64, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 28, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018144**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **202 Darcy Avenue, Building #64, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 5, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018144**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **203 Darcy Avenue, Building #64, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 5, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18142**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **204 Darcy Ave, Building #65, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 6, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018142**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **205 Darcy Avenue, Building #65, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 2, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018142**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **206 Darcy Avenue, Building #65, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **May 2, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18147**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **207 Darcy Ave, Building #67, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 27, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18147**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **209 Darcy Ave, Building #67, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 28, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018147**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **210 Darcy Avenue, Building #67, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 25, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018150**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **211 Darcy Avenue, Building #69, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 20, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18150**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **212 Darcy Ave, Building #69, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 21, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18150**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **213 Darcy Ave, Building #69, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 23, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18150**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **214 Darcy Ave, Building #69, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 20, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18150**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **215 Darcy Ave, Building #69, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 21, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018145**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **216 Darcy Avenue, Building #71, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date November 9, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18145**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **217 Darcy Ave, Building #71, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 12, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18145**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **217 Darcy Ave, Building #71, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 12, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **18145**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **218 Darcy Ave, Building #71, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 12, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **018145**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **219 Darcy Avenue, Building 71, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 27, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016966**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **220 Darcy Avenue, Building #73, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 24, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016966**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **221 Darcy Avenue, Building #73, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 24, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016966**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **222 Darcy Avenue, Building #73, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 24, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016966**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **223 Darcy Avenue, Building #73, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 24, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016966**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **224 Darcy Avenue, Building #73, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 24, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016963**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **225 Darcy Avenue, Building #74, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 10, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016963**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **226 Darcy Avenue, Building #74, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 10, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016963**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **227 Darcy Avenue, Building #74, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 10, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **228 Darcy Avenue, Building #72, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 17, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **229 Darcy Avenue, Building #72, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 17, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **230 Darcy Avenue, Building #72, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 13, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **231 Darcy Avenue, Building #72, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 13, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **232 Darcy Avenue, Building #70, Unit #6**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 17, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **233 Darcy Avenue, Building #70, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 17, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

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Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **234 Darcy Avenue, Building #70, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 17, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **235 Darcy Avenue, Building #70, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 17, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016964**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **236 Darcy Avenue, Building #70, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 17, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017233**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **237 Darcy Avenue, Building #70, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 13, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017232**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **238 Darcy Avenue, Building #68, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 26, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017232**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **239 Darcy Avenue, Building #68, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 26, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017232**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **240 Darcy Avenue, Building #68, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 26, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017232**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **241 Darcy Avenue, Building #68, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 26, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017232**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **242 Darcy Avenue, Building #68, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **January 26, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017648**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **243 Darcy Avenue, Building #66, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 13, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017648**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **244 Darcy Avenue, Building #66, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 13, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017648**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **245 Darcy Avenue, Building #66, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 8, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017648**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **246 Darcy Avenue, Building #66, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 8, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017648**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **247 Darcy Avenue, Building #66, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **February 8, 2006**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3003**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #56, Unit #1, 100 Davenport Lane

Locality Goose Creek, SC

Robert Yarnall

October 30, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3003**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #56, Unit #2, 101 Davenport Lane

Locality Goose Creek, SC

Robert Yarnall

October 31, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3003**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #56, Unit #3, 102 Davenport Lane

Locality Goose Creek, SC

Robert Yarnall

October 31, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3003**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #56, Unit #4
, 103 Davenport, Lane

Locality Goose Creek, SC

Robert Yarnall

April 27, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3003**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 104 Davenport Lane. Building #56 Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Jan 11, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015361**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 111 Davenport Lane Building #24 Unit#2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 10, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015361**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address Building #24, Unit #3

Locality 112 Davenport Lane, Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 30, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015361**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address Building #24 , Unit #4

Locality 113 Davenport Lane, Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 30, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015361**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #24, Unit #5**

Locality **114 Davenport Lane, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Sep 1,2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015845**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 115 Davenport Street, Building #28, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 28, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015845**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 116 Davenport Street Building#28 Unit#2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date March 21, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015845**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 117 Davenport Street, Building #28 Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Jan 28, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015845**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 118 Daveenport Street, Building #28 Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Feb 1, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015845**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 119 Davenport Lane, Building #28, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date May 27, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016328**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 120 Davenport Lane, Building #50, Unit #6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date July 27, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016328**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 121 Davenport Lane, Building #50, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 8, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016328**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 122 Davenport Lane, Building #50, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date July 27, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016328**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 123 Davenport Lane, Building #50, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 12, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016328**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 124 Davenport Lane, Building #50, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date July 27, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016328**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 125 Davenport Lane, Building #50, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date July 27, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016330**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 126 Davenport Street, Building #51, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 28, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016330**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 127 Davenport Street, Building #51, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 28, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016330**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 128 Davenport Street, Building #51, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 29, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016330**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 128 Davenport Lane Unit#5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 8, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016330**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 129 Davenport Lane, Building #51, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date May 18, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016330**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 131 Davenport Lane, Building #51, Unit #6

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 14, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **016330**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes - Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 132 Davenport Street, Building #51, Unit #7

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 29, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015408**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 100 Greyson Circle, Building #37, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 22, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015408**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 101 Grayson Circle Circle, Building #37, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 10, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015408**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 102 Greyson Circle, Building #37, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 22, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015408**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 103 Grayson Circle Circle, Building #37, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 10, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2970**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #12, Unit #1, 116 Greyson Circle

Locality Goose Creek, SC

Robert Yarnall

March 30, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2970**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #12, Unit #2**

Locality **117 Greyson Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date July 8, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2970**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #12, Unit #3, 118 Greyson Circle

Locality Goose Creek, SC

Robert Yarnall

July 29,2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2970**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #12, Unit #4, 119 Greyson Circle

Locality Goose Creek, SC

Robert Yarnall

August 28, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2970**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #12, Unit #5, 120 Greyson Circle

Locality Goose Creek, SC

Robert Yarnall

January 7, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number 015355

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building # 31 Unit #1

Locality 100 Hornby Cir., Goose Creek, SC 29445

May 28, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number 015355

Group R Type of Construction VI Fire District 2

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building # 31Unit #2

Locality 101 Hornby Cir., Goose Creek, SC 29445

May 28, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number 015355

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building # 31 Unit # 3

Locality 102 Hornby Cir., Goose Creek, SC 29445

May 28, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015355**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #31, Unit # 4**

Locality **103 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date July 30, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number 015355

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building # 31 Unit #5

Locality 104 Hornby Cir., Goose Creek, SC 29445

May 28, 2005

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **15173**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #33, Unit #1
106 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

May 6, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015173**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 108 Hornby Circle, Building #33, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date April 23, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number ~~0154173~~ 0151736

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 109 Hornby Circle, Building #33, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date August 13, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015173**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #33, Unit #6
, 111 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

April 28, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2917**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #17, 112 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

June 12, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2917**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #17, Unit #2, 113 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

June 26, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2917**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #17, Unit #3, 114 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

September 26, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2917**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #17, Unit #4
, 114 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

April 27, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2917**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #17, 116 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

June 13, ,2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2917**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #17, Unit #6, 117 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

July 14, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2917**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #17, Unit #7, 118 Hornby Circle

Locality Goose Creek, SC

Robert Yarnall

July 14, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015412**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address Building #34, Unit #3

Locality 123 Hornby Circle, Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 30, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015412**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #34, Unit #1**

Locality **126 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector

June 28, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015412**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address Building #34 , Unit #2

Locality 127 Hornby circle, Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official

June 25, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015412**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 128 Hornby Circle, Building #34, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date July 19, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015412**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #34 , Unit #4

Locality 129 Hornby circle, Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official

June 23, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015412**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address Building #34 , Unit #4

Locality 130 Hornby circle, Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date June 25, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015412**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #34, Unit # 6**

Locality **131 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date July 23, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015412**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #34, Unit #7**

Locality **132 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 25, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015414**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #35, Unit # 1**

Locality **133 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 18, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015414**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #35, Unit # 2**

Locality **134 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date July 23, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015414**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #35, Unit # 3**

Locality **135 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 18, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015414**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #35, Unit # 4**

Locality **136 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 18, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015414**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #35, Unit # 5**

Locality **137 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 2, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015414**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #35, Unit # 6**

Locality **138 Hornby Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date July 28, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3012**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #27, Unit #1, 100 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

December 23, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3012**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #27, Unit #2, 101 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

December 23, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3012**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #27, Unit #4, 103 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

February 2, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **15173**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #33, Unit #3
, 108 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

April 23, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **15173**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #33, Unit #5
, 110 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

April 23, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2988**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #25, Unit #4
, 114 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

April 29, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2988**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #25, Unit #2
115 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

May 6, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2988**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #25, Unit #1
116 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

May 3, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number 2988

Group **R** Type of Construction **VI** Fire District 2

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N.Charleston SC 29420

Building Address Building #25 #3 116 Macy Circle

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official May 21,2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3004**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #26, Unit #1, 123 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

January 23, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3004**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #26, Unit #2, 124 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

January 23, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3004**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #26, Unit #3, 125 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

January 29, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3004**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #26, Unit # 4**

Locality **126 Macy Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date July 20, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3004**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #26, Unit #5, 127 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

January 27, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **3004**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #26, Unit #6, 128 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

January 27, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015296**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #30, Unit #1
, 133 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

April 28, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015296**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #30, Unit #2
, 134 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

April 23, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015296**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #30, Unit #**

Locality **135 Macy Circle, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date July 9, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015296**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #30, Unit #4
, 136 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

April 23, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015296**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #30, Unit #5
, 137 Macy Circle

Locality Goose Creek, SC

Robert Yarnall

April 23, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number 015294

Group R Type of Construction VI Fire District 2

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107,N. Charleston SC 29420

Building Address Building #43 #unit1 100 Madison Court

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official May 21,2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015294**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #43, Unit # 2, 101 Madison Court

Locality Goose Creek, SC 29445

Robert Yarnall

Robert Yarnall, CBO – Building Official

May 14, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015294**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 102 Madison Court, Building #43, Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date October 26, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015294**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building **Portrait Homes Construction Company, LLC**

Address **7410 Northside Drive, Suite 107, N. Charleston, SC 29420**

Building Address **Building #43, Unit #4**

Locality **103 Madison Court, Goose Creek, SC 29445**

Willie Atkinson – Building Inspector Date Aug, 25, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015410**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 104 Madison Court, Building #44, Unit #5

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 29, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015410**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 105 Madison Court, Building #44, Unit #4

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 30, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015410**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Persimmon Hill Project

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 106 Madison Court, Building #44 Unit #3

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date Feb 9, 2005

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015410**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 107 Madison Court, Building #44, Unit #2

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 17, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **015410**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 4975 Lacross Road, Suite #150, N. Charleston, SC 29406

Building Address 108 Madison Court, Building #44, Unit #1

Locality Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official Date September 20, 2004

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2003 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **12669**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **101 Taylor Circle, Building #1, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date July 14, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2669-E**

Group **R-2** Type of Construction **V5** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **105 Taylor Circle, Building #01, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date June 6, 2006

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017226**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **111 Taylor Circle, Building #54, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **November 8,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017226**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **112 Taylor Circle, Building #54, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **November 8,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017226**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **113 Taylor Circle, Building #54, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **October 26,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017226**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **114 Taylor Circle, Building #54, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **November 23, 2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017226**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **115 Taylor Circle, Building #54, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **October 26,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017226**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **116 Taylor Circle, Building #54, Unit #6**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **November 15,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2972**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #23, Unit #1, 126 Taylor Circle

Locality Goose Creek, SC

Robert Yarnall

January 14, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2972**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #23, Unit #2, 127 Taylor Circle

Locality Goose Creek, SC

Robert Yarnall

December 30, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2972**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #23, Unit #3, 128 Taylor Circle

Locality Goose Creek, SC

Robert Yarnall

December 30, 2003

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **2972**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #23, Unit #4

Locality 129 Taylor Creek, Goose Creek, SC 29445

Robert Yarnall, CBO – Building Official

May 10, 2004
Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

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Use Classification **Residential** Bldg. Permit Number **2972**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #23, Unit #4
, 130 Taylor Circle

Locality Goose Creek, SC

Robert Yarnall

April 30, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

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Use Classification **Residential** Bldg. Permit Number **2972**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address , Building #23, Unit #1, 130 Taylor Circle

Locality Goose Creek, SC

Robert Yarnall

January 14, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

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Use Classification **Residential** Bldg. Permit Number **2972**

Group **R** Type of Construction **VI** Fire District **2**

Owner of Building Portrait Homes Construction Company, LLC

Address 7410 Northside Drive, Suite 107, N. Charleston, SC 29420

Building Address Building #23, Unit #5

Locality 130 Taylor Creek, Goose Creek, SC 29445

Robert Yarnall

May 10, 2004

Robert Yarnall, CBO – Building Official Date

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017229**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **136 Taylor Circle, Building #55, Unit #7**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **October 28,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017229**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **137 Taylor Circle, Building #55, Unit #6**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **October 27,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017229**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **138 Taylor Circle, Building #55, Unit #5**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **October 28,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017229**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **139 Taylor Circle, Building #55, Unit #4**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **November 15,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017229**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **140 Taylor Circle, Building #55, Unit #3**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **October 25,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017229**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

Building Address **141 Taylor Circle, Building #55, Unit #2**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **November 2,2005**

CITY OF GOOSE CREEK

Department of Building Inspection

CERTIFICATE OF OCCUPANCY

This certificate issued pursuant to the requirements of Section R110 of the International Residential Code, 2000 Edition, certifying that at the time of issuance this structure was in compliance with this Code and the City Ordinances of this jurisdiction regulating building construction or use.

Use Classification **Residential** Bldg. Permit Number **017229**

Group **R** Type of Construction **V** ISO Rating **2**

Owner of Building **Portrait Homes LLC – Persimmon Hills Project**

Address **4975 Lacross Road, Suite #150, N. Charleston, SC 29406**

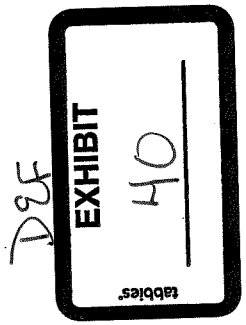
Building Address **142 Taylor Circle, Building #55, Unit #1**

Locality **Goose Creek, SC 29445**

Robert Yarnall, CBO
Building Official

Date **October 25,2005**

sorted by permit date



D35

Address	Street	Bldg	Unit	Portrait #	Phase	IBC Code	Model	Permit	CO	Architect	Framing
101	Taylor	1	1	132011		2003	Frederi	3/1/2002	3/30/2004 or 7/14/2006		JJA
106	Taylor	2	1	131021			Fairfax	3/1/2002	3/30/2004		JJA
102	Taylor	1	2	132012			Davenp	3/2/2002	3/30/2004		JJA
103	Taylor	1	3	132013			Brittan	3/3/2002	3/30/2004		JJA
104	Taylor	1	4	132014			Cambri	3/4/2002	3/30/2004		JJA
105	Taylor	1	5	132015		2000	Ellingto	3/5/2002	3/30/2004 or 6/6/2006		JJA
105	Davenport	4	1					5/2/2002			
106	Davenport	4	2					5/2/2002			
107	Davenport	4	3					5/3/2002			
108	Davenport	4	4					5/4/2002			
109	Davenport	4	5					5/5/2002			
121	Greyson	6	1					6/26/2002			
122	Greyson	6	2					6/27/2002			
123	Greyson	6	3					6/28/2002			
124	Greyson	6	4					6/29/2002			
125	Greyson	6	5					6/30/2002			
126	Greyson	6	6					7/1/2002			
127	Greyson	6	7					7/2/2002			
122	Macy	13	5	131135				8/6/2002			Colorworks
116	Davenport	28	2	132282		2000	Cambri	4/27/2004	3/21/2005		JJA
119	Darcy	29	4	132294	Knowsle	2000	Cambri	6/3/2004	9/28/2004		JJA
122	Brockman	39	3	131393		2000	Hamilto	9/8/2004	2/10/2005		JJA
131	Brockman	47	2	131472		2000	Jacksor	9/8/2004	4/28/2004		JJA
125	Brockman	49	1	131491		2000	Fairfax	9/8/2004	5/9/2004		JJA
126	Brockman	49	2	131492			Jacksor	9/8/2004	3/17/2005		JJA
127	Brockman	49	3	131493		2000	Greysoi	9/8/2004	9/12/2005		JJA
128	Brockman	49	4	131494		2000	Ireland	9/8/2004	4/15/2005		JJA
129	Brockman	49	5	131495		2000	Fairfax	9/8/2004	3/31/2005		JJA
120	Davenport	50	6	131506		2000	Fairfax	9/8/2004	7/27/2005		JJA
110	Darcy	52	1	131521		2000	Fairfax	9/8/2004	8/25/2005		JJA
109	Darcy	52	2	131522			Jacksor	9/8/2004			JJA
108	Darcy	52	3	131523		2000	Greysoi	9/8/2004	8/25/2005		JJA
107	Darcy	52	4	131524		2000	Ireland	9/8/2004	8/26/2005		JJA
106	Darcy	52	5	131525		2000	Fairfax	9/8/2004	8/30/2005		JJA
100	Darcy	53	6	131536		2000	Fairfax	9/8/2004	3/31/2005		JJA
103	Brockman	42	4	131424		2000	Hamilto	9/9/2004	8/29/2005		JJA
102	Brockman	42	5	131425		2000	Greysoi	9/9/2004	8/16/2005		JJA
101	Brockman	42	6	131426		2000	Ireland	9/9/2004	6/30/2005		JJA
100	Brockman	42	7	131427		2000	Fairfax	9/9/2004	7/15/2005		JJA
132	Brockman	47	3	131473		2000	Hamilto	9/9/2004	4/28/2005		JJA

133	Brockman	47	4	131474	2000	Greyso	9/9/2004	5/27/2005	JJA
134	Brockman	47	5	131475	2000	Hamilt	9/9/2004	5/18/2005	JJA
135	Brockman	47	6	131476	2000	Ireland	9/9/2004	6/30/2005	JJA
136	Brockman	47	7	131477	2000	Fairfax	9/9/2004	4/29/2005	JJA
125	Davenport	50	1	131501	2000	Kent	9/9/2004	7/27/2005	JJA
124	Davenport	50	2	131502	2000	Ireland	9/9/2004	7/27/2005	JJA
123	Davenport	50	3	131503	2000	Greyso	9/9/2004	9/12/2005	JJA
122	Davenport	50	4	131504	2000	Hamilt	9/9/2004	7/27/2005	JJA
121	Davenport	50	5	131505	2000	Ireland	9/9/2004	8/8/2005	JJA
113	Darcy	38	3	131383	2000	Jacksor	9/10/2004	12/19/2004	JJA
115	Darcy	38	5	131385		Greyso	9/10/2004	1/24/2005	JJA
115	Brockman	40	5	131405	2000	Greyso	9/10/2004	1/28/2005	JJA
106	Brockman	42	1	131421	2000	Fairfax	9/10/2004	6/30/2005	JJA
105	Brockman	42	2	131422	2000	Fairfax	9/10/2004	6/30/2005	JJA
104	Brockman	42	3	131423	2000	Jacksor	9/10/2004	7/20/2005	JJA
137	Brockman	45	1	131451	2000	Fairfax	9/10/2004	2/24/2005	JJA
138	Brockman	45	2	131452	2000	Jacksor	9/10/2004	2/24/2005	JJA
139	Brockman	45	3	131453	2000	Hamilt	9/10/2004	2/23/2005	JJA
140	Brockman	45	4	131454	2000	Greyso	9/10/2004	4/6/2005	JJA
141	Brockman	45	5	131455	2000	Hamilt	9/10/2004	2/23/2005	JJA
142	Brockman	45	6	131456	2000	Ireland	9/10/2004	2/24/2005	JJA
143	Brockman	45	7	131457	2000	Fairfax	9/10/2004	4/27/2005	JJA
114	Brockman	40	6	131406	2000	Ireland	9/16/2004	4/29/2005	JJA
107	Brockman	41	6	131416		Fairfax	10/26/2004	6/17/2005	JJA
112	Brockman	41	1	131411		Kent	10/29/2004	4/25/2004	JJA
111	Brockman	41	2	131412		Jacksor	10/29/2004	3/10/2005	JJA
108	Brockman	41	5	131415		Jacksor	10/29/2004	3/23/2005	JJA
224	Darcy	73	5	132735		Ellingto	2/14/2005	2/24/2006	JJA
111	Taylor	54	1	131541	2000	Kent	4/18/2005	11/8/2005	JJA
112	Taylor	54	2	131542	2000	Ireland	4/18/2005	11/8/2005	JJA
113	Taylor	54	3	131543		Greyso	4/18/2005	10/26/2005	JJA
114	Taylor	54	4	131544		Hamilt	4/18/2005	11/23/2005	JJA
115	Taylor	54	5	131545		Ireland	4/18/2005	10/26/2005	JJA
116	Taylor	54	6	131546		Fairfax	4/18/2005	11/15/2005	JJA
142	Taylor	55	1	131551		Fairfax	4/18/2005	10/25/2005	JJA
141	Taylor	55	2	131552		Jacksor	4/18/2005	11/2/2005	JJA
140	Taylor	55	3	131553		Hamilt	4/18/2005	10/25/2005	JJA
139	Taylor	55	4	131554		Greyso	4/18/2005	11/15/2005	JJA
138	Taylor	55	5	131555		Hamilt	4/18/2005	10/28/2005	JJA
137	Taylor	55	6	131556		Ireland	4/18/2005	10/27/2005	JJA
136	Taylor	55	7	131557		Fairfax	4/18/2005	10/28/2005	JJA

242	Darcy	68	1	132681		Frederi	4/18/2005	1/26/2006	JJA
241	Darcy	68	2	132682	3	Davenp	4/18/2005	1/26/2006	JJA
240	Darcy	68	3	132683		Brittan	4/18/2005	1/26/2006	JJA
239	Darcy	68	4	132684		Cambri	4/18/2005	1/26/2006	JJA
238	Darcy	68	5	132685		Ellingto	4/18/2005	1/26/2006	JJA
200	Darcy	63	1	132631		Fairfax	7/13/2005	2/21/2006	JJA
199	Darcy	63	2	132632		Ellingto	7/13/2005	2/21/2006	JJA
198	Darcy	63	3	132633		Frederi	7/13/2005	2/15/2006	JJA
247	Darcy	66	1	132661		Frederi	7/14/2005	2/8/2006	JJA
246	Darcy	66	2	132662		Davenp	7/14/2005	2/8/2006	JJA
245	Darcy	66	3	132663		Brittan	7/14/2005	2/8/2006	JJA
244	Darcy	66	4	132664		Cambri	7/14/2005	2/13/2006	JJA
243	Darcy	66	5	132665		Ellingto	7/14/2005	2/13/2006	JJA
186	Darcy	60	1	132601		Ellingto	10/28/2005	5/15/2006	HGBD JJA
187	Darcy	60	2	132602		Davenp	10/28/2005	5/15/2006	HGBD JJA
188	Darcy	60	3	132603		Brittan	10/28/2005	5/15/2006	HGBD JJA
189	Darcy	60	4	132604		Cambri	10/28/2005	5/15/2006	HGBD JJA
190	Darcy	60	5	132605		Ellingto	10/28/2005	5/15/2006	HGBD JJA
203	Darcy	64	1	132641		Ellingto	10/28/2005	5/5/2006	JJA
202	Darcy	64	2	132642		Davenp	10/28/2005	5/5/2006	HGBD JJA
201	Darcy	64	3	132643		Ellingto	10/28/2005	6/28/2006	HGBD JJA
204	Darcy	65	1	132651		Ellingto	10/28/2005	6/6/2006	HGBD JJA
205	Darcy	65	2	132652		Davenp	10/28/2005	5/2/2006	HGBD JJA
210	Darcy	67	1	132671		Ellingto	10/28/2005	7/25/2006	JJA
209	Darcy	67	2	132672		Cambri	10/28/2005	6/28/2006	JJA
208	Darcy	67	3	132673		Davenp	10/28/2005		HGBD JJA
207	Darcy	67	4	132674		Ellingto	10/28/2005	6/27/2006	HGBD JJA
180	Darcy	58	1	132581		Ellingto	11/11/2005	4/24/2006	HGBD JJA
181	Darcy	58	2	132582		Davenp	11/11/2005	6/29/2006	HGBD JJA
182	Darcy	58	3	132583		Ellingto	11/11/2005	4/24/2006	HGBD JJA
194	Darcy	62	1	132621		Ellingto	11/11/2005	8/10/2006	HGBD JJA
195	Darcy	62	2	132622		Cambri	11/11/2005	8/28/2006	HGBD JJA
196	Darcy	62	3	132623		Davenp	11/11/2005	8/11/2006	HGBD JJA
179	Darcy	57	1	132571		Frederi	12/13/2005		JJA
178	Darcy	57	2	132572		Davenp	12/13/2005	7/19/2006	JJA
177	Darcy	57	3	132573		Ellingto	12/13/2005	7/19/2006	JJA
193	Darcy	61	1	132611		Frederi	12/13/2005	8/1/2006	JJA
192	Darcy	61	2	132612		Ellingto	12/13/2005	7/31/2006	JJA
191	Darcy	61	3	132613		Frederi	12/13/2005	8/1/2006	JJA
185	Darcy	59	1	132591		Frederi	12/14/2005	8/15/2006	JJA
184	Darcy	59	2	132592		Ellingto	12/14/2005	8/15/2006	JJA

183	Darcy	59	3	132593		Frederi	12/14/2005	8/15/2006	JJA
112	Hornby	17	1	131171	2000	F		6/12/2003	Javier Moreno/Jose Guiterez
113	Hornby	17	2	131172	2000	Frederi		6/12/2003	Javier Moreno/Jose Guiterez
114	Hornby	17	3	131173	2000	Jacksor		6/26/2003	Javier Moreno/Jose Guiterez
115	Hornby	17	4	131174	2000			9/26/2003	Javier Moreno/Jose Guiterez
116	Hornby	17	5	131175	2000	Greyso		4/27/2004	Javier Moreno/Jose Guiterez
117	Hornby	17	6	131176	2000	Greyso		6/13/2003	Javier Moreno/Jose Guiterez
118	Hornby	17	7	131177	2000	Ireland		7/14/2003	Javier Moreno/Jose Guiterez
165	Darcy	21	1	132211	2000	Fairfax		8/29/2003	Javier Moreno/Jose Guiterez
164	Darcy	21	2	132212	2000	Davenp		8/29/2003	Javier Moreno/Jose Guiterez
163	Darcy	21	3	132213	2000	B-II		2/12/2004	Javier Moreno/Jose Guiterez
172	Darcy	18	1	132181	2000	Fairfax		12/18/2003	JJA
173	Darcy	18	2	132182	2000	Hamilt		12/18/2003	JJA
174	Darcy	18	3	132183	2000	B-II		5/26/2004	JJA
175	Darcy	18	4	132184	2000	C		1/14/2004	JJA
176	Darcy	18	5	132185	2000	E End		2/27/2004	JJA
161	Darcy	21	5	132215	2000	E-End		10/6/2003	Moreno/Gutierrez
126	Taylor	23	1	131231	2000	F		1/14/2004	Moreno/Gutierrez
127	Taylor	23	2	131232	2000	J		12/3/2003	Moreno/Gutierrez
128	Taylor	23	3	131233	2000	G		12/30/2003	Moreno/Gutierrez
129	Taylor	23	4	131234	2000	I		5/10/2004	Moreno/Gutierrez
117	Greyson	12	2		2000			7/8/2004	
118	Greyson	12	3		2000			7/29/2003	
119	Greyson	12	4		2000			8/28/2003	
120	Greyson	12	5		2000			1/7/2004	
118	Macy	13	1	131131					Colorworks
119	Macy	13	2	131132		G			Colorworks
120	Macy	13	3	131133		Hamilton			Colorworks
121	Macy	13	4	131134		Ireland			Colorworks
129	Macy	15	1	131151		K - End			Colorworks
130	Macy	15	2	131152		Ireland			Colorworks
131	Macy	15	3	131153		Jackson			Colorworks
132	Macy	15	4	131154		F			Colorworks
153	Darcy	14	1	132141		F			Javier Moreno/Jose Guiterez
152	Darcy	14	2	132142		D			Javier Moreno/Jose Guiterez
151	Darcy	14	3	132143		B-II			Javier Moreno/Jose Guiterez
150	Darcy	14	4	132144		Cambridge			Javier Moreno/Jose Guiterez
149	Darcy	14	5	132145		E - End			Javier Moreno/Jose Guiterez
160	Darcy	16	1	132161		Cambridge			Javier Moreno/Jose Guiterez
159	Darcy	16	2	132162		Cambridge			Javier Moreno/Jose Guiterez
158	Darcy	16	3	132163		Davenport			Javier Moreno/Jose Guiterez

157	Darcy	16	4	132164			B-II		Javier Moreno/Jose Guiterez
156	Darcy	16	5	132165			Davenport		Javier Moreno/Jose Guiterez
155	Darcy	16	6	132166			Cambridge		Javier Moreno/Jose Guiterez
154	Darcy	16	7	132167			Frederick		Javier Moreno/Jose Guiterez
119	Hornby	19	1	131191			Fairfax	2003	Javier Moreno/Jose Guiterez
120	Hornby	19	2	131192			Ireland	2003	Javier Moreno/Jose Guiterez
121	Hornby	19	3	131193			Hamilton	2003	Javier Moreno/Jose Guiterez
122	Hornby	19	4	131194			Greyson	2003	Javier Moreno/Jose Guiterez
123	Hornby	19	5	131195			Hamilton	2003	Javier Moreno/Jose Guiterez
124	Hornby	19	6	131196			Ireland	2003	Javier Moreno/Jose Guiterez
125	Hornby	19	7	131197			Fairfax	2003	Javier Moreno/Jose Guiterez
171	Darcy	20	1	132201			Fairfax		Javier Moreno/Jose Guiterez/JJA
170	Darcy	20	2	132202			D		Javier Moreno/Jose Guiterez/JJA
169	Darcy	20	3	132203			E End		Javier Moreno/Jose Guiterez/JJA
168	Darcy	20	4	132204			B II		Javier Moreno/Jose Guiterez/JJA
167	Darcy	20	5	132205			C		Javier Moreno/Jose Guiterez/JJA
166	Darcy	20	6	132206			Fairfax		Javier Moreno/Jose Guiterez/JJA
108	Taylor	2	3	131023			Jackson/Hamilton	3/30/2004	JJA
110	Davenport	24	1	132241			E-End		JJA
111	Davenport	24	2	132242		2000	Cambridge	3/10/2005	JJA
112	Davenport	24	3	132243		2000	E	6/30/2004	JJA
113	Davenport	24	4	132244		2000	C	6/30/2004	JJA
114	Davenport	24	5	132245		2000	E-End	9/1/2004	JJA
116	Macy	25	1	131251		2000	K	5/3/2004	JJA
115	Macy	25	2	131252		2000	J or I	5/6/2004	JJA
117	Macy	25	3	131253		2000	J	5/21/2004	JJA
114	Macy	25	4	131254		2000	F	4/29/2004	JJA
123	Macy	26	1	131261		2000	K	1/23/2004	JJA
124	Macy	26	2	131262		2000	Jackson	1/23/2004	JJA
125	Macy	26	3	131263		2000	Greyson	1/29/2004	JJA
126	Macy	26	4	131264		2000	H	7/20/2004	JJA
127	Macy	26	5	131265		2000	I	1/27/2004	JJA
128	Macy	26	6	131266		2000	F	1/27/2004	JJA
100	Macy	27	1	131271		2000	K	12/23/2003	JJA
101	Macy	27	2	131272		2000	I	12/23/2003	JJA
102	macy	27	3	131273		2000	J		JJA
103	Macy	27	4	131274		2000	F	2/2/2004	JJA
115	Davenport	28	1	132281		2000	Ellington	4/28/2005	JJA
117	Davenport	28	3	132283		2000	Ellington	1/28/2005	JJA
118	Davenport	28	4	132284		2000	Cambridge	2/1/2005	JJA
119	Davenport	28	5	132285	Knowsle	2000	Ellington	5/27/2005	JJA

122	Darcy	29	1	132291	Knowsle	2000	E-End	8/24/2004	JJA
121	Darcy	29	2	132292	Knowsle	2000	C	12/16/2004	JJA
120	Darcy	29	3	132293	Knowsle	2000	Ellington	12/16/2004	JJA
118	Darcy	29	5	132295			E-End		JJA
133	Macy	30	1	131301		2000	F	4/28/2004	JJA
134	Macy	30	2	131302		2000	I	4/23/2004	JJA
135	Macy	30	3	131303		2000	H	7/9/2004	JJA
136	Macy	30	4	131304		2000	I	4/23/2004	JJA
137	Macy	30	5	131305		2000	F	4/23/2004	JJA
100	Hornby	31	1	131311		2000	K	5/28/2004	JJA
101	Hornby	31	2	131312		2000	J	5/28/2004	JJA
102	Hornby	31	3	131313		2000	G	5/28/2004	JJA
103	Hornby	31	4	131314		2000	H	7/30/2004	JJA
104	Hornby	31	5	131315		2000	I	5/28/2005	JJA
105	Hornby	31	6	131316			F		JJA
129	Darcy	32	1	132321		2000	Frederick	3/31/2005	JJA
128	Darcy	32	2	132322		2000	Ellington	5/16/2005	JJA
127	Darcy	32	3	132323		2000	Cambridge	3/31/2005	JJA
126	Darcy	32	4	132324		2000	Ellington	3/31/2005	JJA
125	Darcy	32	5	132325		2000	Cambridge	3/31/2005	JJA
124	Darcy	32	6	132326		2000	Ellington	3/31/2005	JJA
123	Darcy	32	7	132327		2000	Frederick	3/31/2005	JJA
106	Hornby	33	1	132331			Kent		JJA
107	Hornby	33	2	132332			Hamilton		JJA
108	Hornby	33	3	132333			Greyson		JJA
109	Hornby	33	4	132334			Hamilton		JJA
111	Hornby	33	6	132336			Fairfax		JJA
126	Hornby	34	1	131341		2000	Fairfax	6/28/2004	JJA
127	Hornby	34	2	131342		2000		6/25/2004	JJA
128	Hornby	34	3	131343		2000		7/19/2004	JJA
129	Hornby	34	4	131344		2000		6/23/2004	JJA
130	Hornby	34	5	131345		2000	G	6/25/2004	JJA
131	Hornby	34	6	131346		2000	Ireland	7/23/2004	JJA
132	Hornby	34	7	131347		2000	Fairfax	8/25/2004	JJA
133	Hornby	35	1	132351		2000	K	8/18/2004	JJA
134	Hornby	35	2	132352		2000	Ireland	7/23/2004	JJA
135	Hornby	35	3	132353		2000	G	8/18/2004	JJA
136	Hornby	35	4	132354		2000	Hamilton	8/18/2014	JJA
137	Hornby	35	5	132355		2000	Ireland	8/2/2004	JJA
138	Hornby	35	6	132356		2000	Fairfax	7/28/2004	JJA
136	Darcy	36	1	132361		2000	Fairfax		JJA

135	Darcy	36	2	132362	2000	Cambridge	11/22/2004	JJA
134	Darcy	36	3	132363	2000	Davenport	8/30/2004	JJA
133	Darcy	36	4	132364	2000	Brittany-II	8/31/2004	JJA
132	Darcy	36	5	132365	2000	Davenport	8/31/2004	JJA
131	Darcy	36	6	132366	2000	Cambridge	1/28/2005	JJA
130	Darcy	36	7	132367	2000	Fairfax	8/31/2004	JJA
100	Greyson	37	1	131371	2000	Kent	9/22/2004	JJA
101	Greyson	37	2	131372	2000	Ireland	9/10/2004	JJA
102	Greyson	37	3	131373	2000	Jackson	9/22/2004	JJA
103	Greyson	37	4	131374	2000	Fairfax	9/10/2004	JJA
111	Darcy	38	1	131381	2000	Fairfax	12/19/2004	JJA
112	Darcy	38	2	131382	2000	Fairfax	12/19/2004	JJA
114	Darcy	38	4	131384	2000	Hamilton	6/17/2005	JJA
116	Darcy	38	6	131386	2000	Ireland	12/19/2004	JJA
117	Darcy	38	7	131387	2000	Fairfax	12/29/2004	JJA
124	Brockman	39	1	131391		Fairfax		JJA
123	Brockman	39	2	131392	2000	Jackson	10/26/2004	JJA
121	Brockman	39	4	131394		Ireland		JJA
120	Brockman	39	5	131395	2000	Fairfax	12/29/2004	JJA
119	Brockman	40	1	131401	2000	Fairfax	11/18/2004	JJA
118	Brockman	40	2	131402	2000	Fairfax	11/22/2004	JJA
117	Brockman	40	3	131403	2000	Jackson	12/8/2004	JJA
116	Brockman	40	4	131404	2000	Hamilton		JJA
113	Brockman	40	7	131407	2000	Fairfax	12/22/2004	JJA
110	Brockman	41	3	131413		Greyson	3/7/2005	JJA
109	Brockman	41	4	131414		Hamilton	2/24/2005	JJA
100	Madison	43	1	132431	2000	Fairfax	5/21/2004	JJA
101	Madison	43	2	132432	2000	Ellington	5/14/2004	JJA
102	Madison	43	3	132433	2000	Cambridge	10/26/2004	JJA
103	Madison	43	4	132434	2000	Fairfax	8/25/2004	JJA
108	Madison	44	1	132441	2000	Fairfax	9/20/2004	JJA
107	Madison	44	2	132442	2000	Davenport	9/17/2004	JJA
106	Madison	44	3	132443	2000	Brittany-II	2/9/2005	JJA
105	Madison	44	4	132444	2000	Cambridge	9/30/2004	JJA
104	Madison	44	5	132445	2000	Ellington	9/29/2004	JJA
144	Darcy	46	1	132461	2000	Fairfax	2/11/2004	JJA
145	Darcy	46	2	132462	2000	Ellington	2/6/2004	JJA
146	Darcy	46	3	132463	2000		2/20/2004	JJA
147	Darcy	46	4	132464	2000		2/17/2004	JJA
148	Darcy	46	5	132465	2000		2/9/2004	JJA
143	Darcy	48	1	132481	2000	Fairfax	8/30/2004	JJA

142	Darcy	48	2	132482	2000	C	3/29/2004		JJA
141	Darcy	48	3	132483	2000	D	3/29/2004		JJA
140	Darcy	48	4	132484	2000	B-II	12/30/2004		JJA
139	Darcy	48	5	132485	2000	D	3/29/2004		JJA
138	Darcy	48	6	132486	2000	C	3/29/2004		JJA
137	Darcy	48	7	132487	2000	Fairfax	3/26/2004		JJA
132	Davenport	51	7	131511	2000	F	4/29/2005		JJA
131	Davenport	51	6	131512	2000	Fairfax	6/14/2005		JJA
130	Davenport	51	5	131513	2000	Jackson	8/8/2005		JJA
129	Davenport	51	4	131514	2000	Hamilton	5/18/2005		JJA
128	Davenport	51	3	131515	2000	Greyson	4/29/2005		JJA
127	Davenport	51	2	131516	2000	Ireland	4/28/2005		JJA
126	Davenport	51	1	131517	2000	Fairfax	4/28/2005		JJA
105	Darcy	53	1	131531	2000	Kent	12/14/2004		JJA
104	Darcy	53	2	131532	2000	Ireland	12/14/2004		JJA
103	Darcy	53	3	131533	2000	Jackson	12/14/2004		JJA
102	Darcy	53	4	131534	2000		12/27/2004		JJA
101	Darcy	53	5	131535	2000		12/23/2004		JJA
100	Davenport	56	1	132561					JJA
101	Davenport	56	2	132562		Ellington			JJA
102	Davenport	56	3	132563					JJA
103	Davenport	56	4	132564					JJA
104	Davenport	56	5	132565		Frederick			JJA
194	Darcy	62	4	132624		Ellington	9/13/2006		JJA
197	Darcy	62	5	132625		Ellington		HGBD	JJA
		63	4	132634		Ellington			JJA
206	Darcy	65	3	132653		Ellington		HGBD	JJA
211	Darcy	69	1	132691		Ellington	6/21/2006	HGBD	JJA
212	Darcy	69	2	132692		Davenport	6/20/2006	HGBD	JJA
213	Darcy	69	3	132693		Brittany	6/23/2006	HGBD	JJA
214	Darcy	69	4	132694		Cambridge	6/21/2006	HGBD	JJA
215	Darcy	69	5	132695		Ellington	7/20/2006	HGBD	JJA
237	Darcy	70	1	132701		Frederick	1/13/2006		JJA
236	Darcy	70	2	132702		Davenport	1/17/2006		JJA
235	Darcy	70	3	132703		Ellington	1/17/2006		JJA
234	Darcy	70	4	132704		Brittany	1/17/2006		JJA
233	Darcy	70	5	132705		Cambridge	1/17/2006		JJA
232	Darcy	70	6	132706		Frederick	1/17/2006		JJA
219	Darcy	71	1	132711		Ellington	7/27/2006	HGBD	JJA
218	Darcy	71	2	132712		Cambridge	7/12/2006	HGBD	JJA
217	Darcy	71	3	132713		Davenport	7/12/2006	HGBD	JJA

216	Darcy	71	4	132714		Ellington		HGBD	JJA
231	Darcy	72	1	132721		Ellington	1/13/2006		JJA
230	Darcy	72	2	132722		Cambridge	1/13/2006		JJA
229	Darcy	72	3	132723		Davenport	1/17/2006		JJA
228	Darcy	72	4	132724		Ellington	1/17/2006		JJA
220	Darcy	73	1	132731		Ellington	2/24/2006		JJA
221	Darcy	73	2	132732		Davenport	2/24/2006		JJA
222	Darcy	73	3	132733		Brittany	2/24/2006		JJA
223	Darcy	73	4	132734		Cambridge	2/24/2006		JJA
227	Darcy	74	1	132741		Frederick	1/10/2006		JJA
226	Darcy	74	2	132742		Ellington	1/10/2006		JJA
225	Darcy	74	3	132743		Frederick	1/10/2006		JJA
110	Hornby	33	5	132335		Ireland			JJA/Colorworks
130	Brockman	47	1	131471		Fairfax	4/25/2005		JJA/East Coast Wall Systems ($150)
117	Taylor	22	1	131221		F			JJA/Moreno/Gutierrez
118	Taylor	22	2	131222		J			JJA/Moreno/Gutierrez
119	Taylor	22	3	131223		H			JJA/Moreno/Gutierrez
120	Taylor	22	4	131224		E			JJA/Moreno/Gutierrez
121	Taylor	22	5	131225		F			JJA/Moreno/Gutierrez
162	Darcy	21	4	132214		C			Moreno/Gutierrez
130	Taylor	23	5	131235	2000	F	5/10/2004		Moreno/Gutierrez
107	Taylor	2	2	131022		Greyson	3/30/2004		
109	Taylor	2	4	131024		Kent/Jackson	3/30/2004		
110	Taylor	2	5	131025		Kent	3/30/2004		
122	Taylor	3	1						
123	Taylor	3	2						
124	Taylor	3	3						
125	Taylor	3	4						
143	Taylor	5	1						
144	Taylor	5	2						
145	Taylor	5	3						
146	Taylor	5	4						
147	Taylor	5	5						
148	Taylor	5	6						
149	Taylor	5	7						
131	Taylor	7	1	131071					
132	Taylor	7	2	131072					
133	Taylor	7	3	131073					
134	Taylor	7	4	131074					
135	Taylor	7	5	131075					
104	Greyson	8	1	132081					

105	Greyson	8	2	132082
106	Greyson	8	3	132083
107	Greyson	8	4	132084
108	Greyson	8	5	132085
109	Greyson	8	6	132086
110	Greyson	8	7	132087
104	Macy	9	1	
105	Macy	9	2	
106	Macy	9	3	
107	Macy	9	4	
108	Macy	9	5	
109	Macy	9	6	
111	Greyson	10	1	
112	Greyson	10	2	
113	Greyson	10	3	
114	Greyson	10	4	
115	Greyson	10	5	
110	Macy	11	1	
111	Macy	11	2	
112	Macy	11	3	
113	Macy	11	4	
116	Greyson	12	1	

Sorted by CO date

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DOF

Address	Street	Bldg	Unit	Portrait #	Phase	IBC Code	Model	Permit	CO	Architect	Framing
119	Hornby	19	1	131191			Fairfax		2003		Javier Moreno/Jose Guiterez
120	Hornby	19	2	131192			Ireland		2003		Javier Moreno/Jose Guiterez
121	Hornby	19	3	131193			Hamilton		2003		Javier Moreno/Jose Guiterez
122	Hornby	19	4	131194			Greyson		2003		Javier Moreno/Jose Guiterez
123	Hornby	19	5	131195			Hamilton		2003		Javier Moreno/Jose Guiterez
124	Hornby	19	6	131196			Ireland		2003		Javier Moreno/Jose Guiterez
125	Hornby	19	7	131197			Fairfax		2003		Javier Moreno/Jose Guiterez
112	Hornby	17	1	131171		2000	F		6/12/2003		Javier Moreno/Jose Guiterez
113	Hornby	17	2	131172		2000	Frederi		6/12/2003		Javier Moreno/Jose Guiterez
117	Hornby	17	6	131176		2000	Greyson		6/13/2003		Javier Moreno/Jose Guiterez
114	Hornby	17	3	131173		2000	Jacksor		6/26/2003		Javier Moreno/Jose Guiterez
118	Hornby	17	7	131177		2000	Ireland		7/14/2003		Javier Moreno/Jose Guiterez
118	Greyson	12	3			2000			7/29/2003		
119	Greyson	12	4			2000			8/28/2003		
165	Darcy	21	1	132211		2000	Fairfax		8/29/2003		Javier Moreno/Jose Guiterez
164	Darcy	21	2	132212		2000	Davenp		8/29/2003		Javier Moreno/Jose Guiterez
115	Hornby	17	4	131174		2000			9/26/2003		Javier Moreno/Jose Guiterez
161	Darcy	21	5	132215		2000	E-End		10/6/2003		Moreno/Gutierrez
127	Taylor	23	2	131232		2000	J		12/3/2003		Moreno/Gutierrez
172	Darcy	18	1	132181		2000	Fairfax		12/18/2003		JJA
173	Darcy	18	2	132182		2000	Hamilto		12/18/2003		JJA
100	Macy	27	1	131271		2000	K		12/23/2003		JJA
101	Macy	27	2	131272		2000	I		12/23/2003		JJA
128	Taylor	23	3	131233		2000	G		12/30/2003		Moreno/Gutierrez
120	Greyson	12	5			2000			1/7/2004		
175	Darcy	18	4	132184		2000	C		1/14/2004		JJA
126	Taylor	23	1	131231		2000	F		1/14/2004		Moreno/Gutierrez
123	Macy	26	1	131261		2000	K		1/23/2004		JJA
124	Macy	26	2	131262		2000	Jackson		1/23/2004		JJA
127	Macy	26	5	131265		2000	I		1/27/2004		JJA
128	Macy	26	6	131266		2000	F		1/27/2004		JJA
125	Macy	26	3	131263		2000	Greyson		1/29/2004		JJA
103	Macy	27	4	131274		2000	F		2/2/2004		JJA
145	Darcy	46	2	132462		2000	Ellington		2/6/2004		JJA
148	Darcy	46	5	132465		2000			2/9/2004		JJA
144	Darcy	46	1	132461		2000	Fairfax		2/11/2004		JJA
163	Darcy	21	3	132213		2000	B-II		2/12/2004		Javier Moreno/Jose Guiterez
147	Darcy	46	4	132464		2000			2/17/2004		JJA
146	Darcy	46	3	132463		2000			2/20/2004		JJA
176	Darcy	18	5	132185		2000	E-End		2/27/2004		JJA

137	Darcy	48	7	132487	2000	Fairfax	3/26/2004	JJA
142	Darcy	48	2	132482	2000	C	3/29/2004	JJA
141	Darcy	48	3	132483	2000	D	3/29/2004	JJA
139	Darcy	48	5	132485	2000	D	3/29/2004	JJA
138	Darcy	48	6	132486	2000	C	3/29/2004	JJA
106	Taylor	2	1	131021		Fairfax 3/1/2002	3/30/2004	JJA
102	Taylor	1	2	132012		Davenp 3/2/2002	3/30/2004	JJA
103	Taylor	1	3	132013		Brittan 3/3/2002	3/30/2004	JJA
104	Taylor	1	4	132014		Cambri 3/4/2002	3/30/2004	JJA
108	Taylor	2	3	131023		Jackson/Hamilton	3/30/2004	JJA
107	Taylor	2	2	131022		Greyson	3/30/2004	
109	Taylor	2	4	131024		Kent/Jackson	3/30/2004	
110	Taylor	2	5	131025		Kent	3/30/2004	
134	Macy	30	2	131302	2000	I	4/23/2004	JJA
136	Macy	30	4	131304	2000	I	4/23/2004	JJA
137	Macy	30	5	131305	2000	F	4/23/2004	JJA
112	Brockman	41	1	131411		Kent 10/29/2004	4/25/2004	JJA
116	Hornby	17	5	131175	2000	Greyso	4/27/2004	Javier Moreno/Jose Guiterez
131	Brockman	47	2	131472	2000	Jackso 9/8/2004	4/28/2004	JJA
133	Macy	30	1	131301	2000	F	4/28/2004	JJA
114	Macy	25	4	131254	2000	F	4/29/2004	JJA
116	Macy	25	1	131251	2000	K	5/3/2004	JJA
115	Macy	25	2	131252	2000	J or I	5/6/2004	JJA
125	Brockman	49	1	131491	2000	Fairfax 9/8/2004	5/9/2004	JJA
129	Taylor	23	4	131234	2000	I	5/10/2004	Moreno/Gutierrez
130	Taylor	23	5	131235	2000	F	5/10/2004	Moreno/Gutierrez
101	Madison	43	2	132432	2000	Ellington	5/14/2004	JJA
117	Macy	25	3	131253	2000	J	5/21/2004	JJA
100	Madison	43	1	132431	2000	Fairfax	5/21/2004	JJA
174	Darcy	18	3	132183	2000	B-II	5/26/2004	JJA
100	Hornby	31	1	131311	2000	K	5/28/2004	JJA
101	Hornby	31	2	131312	2000	J	5/28/2004	JJA
102	Hornby	31	3	131313	2000	G	5/28/2004	JJA
129	Hornby	34	4	131344	2000		6/23/2004	JJA
127	Hornby	34	2	131342	2000		6/25/2004	JJA
130	Hornby	34	5	131345	2000	G	6/25/2004	JJA
126	Hornby	34	1	131341	2000	Fairfax	6/28/2004	JJA
112	Davenport	24	3	132243	2000	E	6/30/2004	JJA
113	Davenport	24	4	132244	2000	C	6/30/2004	JJA
117	Greyson	12	2		2000		7/8/2004	
135	Macy	30	3	131303	2000	H	7/9/2004	JJA

128	Hornby	34	3	131343		2000		7/19/2004	JJA
126	Macy	26	4	131264		2000	H	7/20/2004	JJA
131	Hornby	34	6	131346		2000	Ireland	7/23/2004	JJA
134	Hornby	35	2	132352		2000	Ireland	7/23/2004	JJA
138	Hornby	35	6	132356		2000	Fairfax	7/28/2004	JJA
103	Hornby	31	4	131314		2000	H	7/30/2004	JJA
137	Hornby	35	5	132355		2000	Ireland	8/2/2004	JJA
133	Hornby	35	1	132351		2000	K	8/18/2004	JJA
135	Hornby	35	3	132353		2000	G	8/18/2004	JJA
122	Darcy	29	1	132291	Knowsle	2000	E-End	8/24/2004	JJA
132	Hornby	34	7	131347		2000	Fairfax	8/25/2004	JJA
103	Madison	43	4	132434		2000	Fairfax	8/25/2004	JJA
134	Darcy	36	3	132363		2000	Davenport	8/30/2004	JJA
143	Darcy	48	1	132481		2000	Fairfax	8/30/2004	JJA
133	Darcy	36	4	132364		2000	Brittany-II	8/31/2004	JJA
132	Darcy	36	5	132365		2000	Davenport	8/31/2004	JJA
130	Darcy	36	7	132367		2000	Fairfax	8/31/2004	JJA
114	Davenport	24	5	132245		2000	E-End	9/1/2004	JJA
101	Greyson	37	2	131372		2000	Ireland	9/10/2004	JJA
103	Greyson	37	4	131374		2000	Fairfax	9/10/2004	JJA
107	Madison	44	2	132442		2000	Davenport	9/17/2004	JJA
108	Madison	44	1	132441		2000	Fairfax	9/20/2004	JJA
100	Greyson	37	1	131371		2000	Kent	9/22/2004	JJA
102	Greyson	37	3	131373		2000	Jackson	9/22/2004	JJA
119	Darcy	29	4	132294	Knowsle	2000	Cambri 6/3/2004	9/28/2004	JJA
104	Madison	44	5	132445		2000	Ellington	9/29/2004	JJA
105	Madison	44	4	132444		2000	Cambridge	9/30/2004	JJA
123	Brockman	39	2	131392		2000	Jackson	10/26/2004	JJA
102	Madison	43	3	132433		2000	Cambridge	10/26/2004	JJA
119	Brockman	40	1	131401		2000	Fairfax	11/18/2004	JJA
135	Darcy	36	2	132362		2000	Cambridge	11/22/2004	JJA
118	Brockman	40	2	131402		2000	Fairfax	11/22/2004	JJA
117	Brockman	40	3	131403		2000	Jackson	12/8/2004	JJA
105	Darcy	53	1	131531		2000	Kent	12/14/2004	JJA
104	Darcy	53	2	131532		2000	Ireland	12/14/2004	JJA
103	Darcy	53	3	131533		2000	Jackson	12/14/2004	JJA
121	Darcy	29	2	132292	Knowsle	2000	C	12/16/2004	JJA
120	Darcy	29	3	132293	Knowsle	2000	Ellington	12/16/2004	JJA
113	Darcy	38	3	131383		2000	Jacksor 9/10/2004	12/19/2004	JJA
111	Darcy	38	1	131381		2000	Fairfax	12/19/2004	JJA
112	Darcy	38	2	131382		2000	Fairfax	12/19/2004	JJA

116	Darcy	38	6	131386	2000	Ireland	12/19/2004	JJA
113	Brockman	40	7	131407	2000	Fairfax	12/22/2004	JJA
101	Darcy	53	5	131535	2000		12/23/2004	JJA
102	Darcy	53	4	131534	2000		12/27/2004	JJA
117	Darcy	38	7	131387	2000	Fairfax	12/29/2004	JJA
120	Brockman	39	5	131395	2000	Fairfax	12/29/2004	JJA
140	Darcy	48	4	132484	2000	B-II	12/30/2004	JJA
115	Darcy	38	5	131385		Greyso	9/10/2004	1/24/2005	JJA
115	Brockman	40	5	131405	2000	Greyso	9/10/2004	1/28/2005	JJA
117	Davenport	28	3	132283	2000	Ellington		1/28/2005	JJA
131	Darcy	36	6	132366	2000	Cambridge		1/28/2005	JJA
118	Davenport	28	4	132284	2000	Cambridge		2/1/2005	JJA
106	Madison	44	3	132443	2000	Brittany-II		2/9/2005	JJA
122	Brockman	39	3	131393	2000	Hamilt	9/8/2004	2/10/2005	JJA
139	Brockman	45	3	131453	2000	Hamilt	9/10/2004	2/23/2005	JJA
141	Brockman	45	5	131455	2000	Hamilt	9/10/2004	2/23/2005	JJA
137	Brockman	45	1	131451	2000	Fairfax	9/10/2004	2/24/2005	JJA
138	Brockman	45	2	131452	2000	Jacksor	9/10/2004	2/24/2005	JJA
142	Brockman	45	6	131456	2000	Ireland	9/10/2004	2/24/2005	JJA
109	Brockman	41	4	131414		Hamilton		2/24/2005	JJA
110	Brockman	41	3	131413		Greyson		3/7/2005	JJA
111	Brockman	41	2	131412		Jacksor	10/29/2004	3/10/2005	JJA
111	Davenport	24	2	132242	2000	Cambridge		3/10/2005	JJA
126	Brockman	49	2	131492		Jacksor	9/8/2004	3/17/2005	JJA
116	Davenport	28	2	132282	2000	Cambri	4/27/2004	3/21/2005	JJA
108	Brockman	41	5	131415		Jacksor	10/29/2004	3/23/2005	JJA
129	Brockman	49	5	131495	2000	Fairfax	9/8/2004	3/31/2005	JJA
100	Darcy	53	6	131536	2000	Fairfax	9/8/2004	3/31/2005	JJA
129	Darcy	32	1	132321	2000	Frederick		3/31/2005	JJA
127	Darcy	32	3	132323	2000	Cambridge		3/31/2005	JJA
126	Darcy	32	4	132324	2000	Ellington		3/31/2005	JJA
125	Darcy	32	5	132325	2000	Cambridge		3/31/2005	JJA
124	Darcy	32	6	132326	2000	Ellington		3/31/2005	JJA
123	Darcy	32	7	132327	2000	Frederick		3/31/2005	JJA
140	Brockman	45	4	131454	2000	Greyso	9/10/2004	4/6/2005	JJA
128	Brockman	49	4	131494	2000	Ireland	9/8/2004	4/15/2005	JJA
130	Brockman	47	1	131471		Fairfax		4/25/2005	JJA/East Coast Wall Systems ($150)
143	Brockman	45	7	131457	2000	Fairfax	9/10/2004	4/27/2005	JJA
132	Brockman	47	3	131473	2000	Hamilt	9/9/2004	4/28/2005	JJA
115	Davenport	28	1	132281	2000	Ellington		4/28/2005	JJA
127	Davenport	51	2	131516	2000	Ireland		4/28/2005	JJA

126	Davenport	51	1	131517		2000	Fairfax	4/28/2005	JJA
136	Brockman	47	7	131477		2000	Fairfax	9/9/2004	4/29/2005	JJA
114	Brockman	40	6	131406		2000	Ireland	9/16/2004	4/29/2005	JJA
132	Davenport	51	7	131511		2000	F		4/29/2005	JJA
128	Davenport	51	3	131515		2000	Greyson		4/29/2005	JJA
128	Darcy	32	2	132322		2000	Ellington		5/16/2005	JJA
134	Brockman	47	5	131475		2000	Hamilto	9/9/2004	5/18/2005	JJA
129	Davenport	51	4	131514		2000	Hamilton		5/18/2005	JJA
133	Brockman	47	4	131474		2000	Greyson	9/9/2004	5/27/2005	JJA
119	Davenport	28	5	132285	Knowsle	2000	Ellington		5/27/2005	JJA
104	Hornby	31	5	131315		2000	I		5/28/2005	JJA
131	Davenport	51	6	131512		2000	Fairfax		6/14/2005	JJA
107	Brockman	41	6	131416			Fairfax	10/26/2004	6/17/2005	JJA
114	Darcy	38	4	131384		2000	Hamilton		6/17/2005	JJA
101	Brockman	42	6	131426		2000	Ireland	9/9/2004	6/30/2005	JJA
135	Brockman	47	6	131476		2000	Ireland	9/9/2004	6/30/2005	JJA
106	Brockman	42	1	131421		2000	Fairfax	9/10/2004	6/30/2005	JJA
105	Brockman	42	2	131422		2000	Fairfax	9/10/2004	6/30/2005	JJA
100	Brockman	42	7	131427		2000	Fairfax	9/9/2004	7/15/2005	JJA
104	Brockman	42	3	131423		2000	Jackson	9/10/2004	7/20/2005	JJA
120	Davenport	50	6	131506		2000	Fairfax	9/8/2004	7/27/2005	JJA
125	Davenport	50	1	131501		2000	Kent	9/9/2004	7/27/2005	JJA
124	Davenport	50	2	131502		2000	Ireland	9/9/2004	7/27/2005	JJA
122	Davenport	50	4	131504		2000	Hamilto	9/9/2004	7/27/2005	JJA
121	Davenport	50	5	131505		2000	Ireland	9/9/2004	8/8/2005	JJA
130	Davenport	51	5	131513		2000	Jackson		8/8/2005	JJA
102	Brockman	42	5	131425		2000	Greyson	9/9/2004	8/16/2005	JJA
110	Darcy	52	1	131521		2000	Fairfax	9/8/2004	8/25/2005	JJA
108	Darcy	52	3	131523		2000	Greyson	9/8/2004	8/25/2005	JJA
107	Darcy	52	4	131524		2000	Ireland	9/8/2004	8/26/2005	JJA
103	Brockman	42	4	131424		2000	Hamilto	9/9/2004	8/29/2005	JJA
106	Darcy	52	5	131525		2000	Fairfax	9/8/2004	8/30/2005	JJA
127	Brockman	49	3	131493		2000	Greyson	9/8/2004	9/12/2005	JJA
123	Davenport	50	3	131503		2000	Greyson	9/9/2004	9/12/2005	JJA
142	Taylor	55	1	131551			Fairfax	4/18/2005	10/25/2005	JJA
140	Taylor	55	3	131553			Hamilto	4/18/2005	10/25/2005	JJA
113	Taylor	54	3	131543			Greyson	4/18/2005	10/26/2005	JJA
115	Taylor	54	5	131545			Ireland	4/18/2005	10/26/2005	JJA
137	Taylor	55	6	131556			Ireland	4/18/2005	10/27/2005	JJA
138	Taylor	55	5	131555			Hamilto	4/18/2005	10/28/2005	JJA
136	Taylor	55	7	131557			Fairfax	4/18/2005	10/28/2005	JJA

141	Taylor	55	2	131552			Jacksor	4/18/2005	11/2/2005		JJA
111	Taylor	54	1	131541		2000	Kent	4/18/2005	11/8/2005		JJA
112	Taylor	54	2	131542		2000	Ireland	4/18/2005	11/8/2005		JJA
116	Taylor	54	6	131546			Fairfax	4/18/2005	11/15/2005		JJA
139	Taylor	55	4	131554			Greyso	4/18/2005	11/15/2005		JJA
114	Taylor	54	4	131544			Hamilt	4/18/2005	11/23/2005		JJA
227	Darcy	74	1	132741			Frederick		1/10/2006		JJA
226	Darcy	74	2	132742			Ellington		1/10/2006		JJA
225	Darcy	74	3	132743			Frederick		1/10/2006		JJA
237	Darcy	70	1	132701			Frederick		1/13/2006		JJA
231	Darcy	72	1	132721			Ellington		1/13/2006		JJA
230	Darcy	72	2	132722			Cambridge		1/13/2006		JJA
236	Darcy	70	2	132702			Davenport		1/17/2006		JJA
235	Darcy	70	3	132703			Ellington		1/17/2006		JJA
234	Darcy	70	4	132704			Brittany		1/17/2006		JJA
233	Darcy	70	5	132705			Cambridge		1/17/2006		JJA
232	Darcy	70	6	132706			Frederick		1/17/2006		JJA
229	Darcy	72	3	132723			Davenport		1/17/2006		JJA
228	Darcy	72	4	132724			Ellington		1/17/2006		JJA
242	Darcy	68	1	132681			Frederi	4/18/2005	1/26/2006		JJA
241	Darcy	68	2	132682	3		Davenp	4/18/2005	1/26/2006		JJA
240	Darcy	68	3	132683			Brittan	4/18/2005	1/26/2006		JJA
239	Darcy	68	4	132684			Cambri	4/18/2005	1/26/2006		JJA
238	Darcy	68	5	132685			Ellingto	4/18/2005	1/26/2006		JJA
247	Darcy	66	1	132661			Frederi	7/14/2005	2/8/2006		JJA
246	Darcy	66	2	132662			Davenp	7/14/2005	2/8/2006		JJA
245	Darcy	66	3	132663			Brittan	7/14/2005	2/8/2006		JJA
244	Darcy	66	4	132664			Cambri	7/14/2005	2/13/2006		JJA
243	Darcy	66	5	132665			Ellingto	7/14/2005	2/13/2006		JJA
198	Darcy	63	3	132633			Frederi	7/13/2005	2/15/2006		JJA
200	Darcy	63	1	132631			Fairfax	7/13/2005	2/21/2006		JJA
199	Darcy	63	2	132632			Ellingto	7/13/2005	2/21/2006		JJA
224	Darcy	73	5	132735			Ellingto	2/14/2005	2/24/2006		JJA
220	Darcy	73	1	132731			Ellington		2/24/2006		JJA
221	Darcy	73	2	132732			Davenport		2/24/2006		JJA
222	Darcy	73	3	132733			Brittany		2/24/2006		JJA
223	Darcy	73	4	132734			Cambridge		2/24/2006		JJA
180	Darcy	58	1	132581			Ellingto	11/11/2005	4/24/2006	HGBD	JJA
182	Darcy	58	3	132583			Ellingto	11/11/2005	4/24/2006	HGBD	JJA
205	Darcy	65	2	132652			Davenp	10/28/2005	5/2/2006	HGBD	JJA
203	Darcy	64	1	132641			Ellingto	10/28/2005	5/5/2006		JJA

202	Darcy	64	2	132642
186	Darcy	60	1	132601
187	Darcy	60	2	132602
188	Darcy	60	3	132603
189	Darcy	60	4	132604
190	Darcy	60	5	132605
204	Darcy	65	1	132651
212	Darcy	69	2	132692
211	Darcy	69	1	132691
214	Darcy	69	4	132694
213	Darcy	69	3	132693
207	Darcy	67	4	132674
201	Darcy	64	3	132643
209	Darcy	67	2	132672
181	Darcy	58	2	132582
218	Darcy	71	2	132712
217	Darcy	71	3	132713
178	Darcy	57	2	132572
177	Darcy	57	3	132573
215	Darcy	69	5	132695
210	Darcy	67	1	132671
219	Darcy	71	1	132711
192	Darcy	61	2	132612
193	Darcy	61	1	132611
191	Darcy	61	3	132613
194	Darcy	62	1	132621
196	Darcy	62	3	132623
185	Darcy	59	1	132591
184	Darcy	59	2	132592
183	Darcy	59	3	132593
195	Darcy	62	2	132622
194	Darcy	62	4	132624
136	Hornby	35	4	132354
105	Taylor	1	5	132015
101	Taylor	1	1	132011
105	Davenport	4	1	
106	Davenport	4	2	
107	Davenport	4	3	
108	Davenport	4	4	
109	Davenport	4	5	
121	Greyson	6	1	

	Davenp	10/28/2005	5/5/2006	HGBD	JJA
	Ellingto	10/28/2005	5/15/2006	HGBD	JJA
	Davenp	10/28/2005	5/15/2006	HGBD	JJA
	Brittan	10/28/2005	5/15/2006	HGBD	JJA
	Cambri	10/28/2005	5/15/2006	HGBD	JJA
	Ellingto	10/28/2005	5/15/2006	HGBD	JJA
	Ellingto	10/28/2005	6/6/2006	HGBD	JJA
	Davenport		6/20/2006	HGBD	JJA
	Ellington		6/21/2006	HGBD	JJA
	Cambridge		6/21/2006	HGBD	JJA
	Brittany		6/23/2006	HGBD	JJA
	Ellingto	10/28/2005	6/27/2006	HGBD	JJA
	Ellingto	10/28/2005	6/28/2006	HGBD	JJA
	Cambri	10/28/2005	6/28/2006		JJA
	Davenp	11/11/2005	6/29/2006	HGBD	JJA
	Cambridge		7/12/2006	HGBD	JJA
	Davenport		7/12/2006	HGBD	JJA
	Davenp	12/13/2005	7/19/2006		JJA
	Ellingto	12/13/2005	7/19/2006		JJA
	Ellington		7/20/2006	HGBD	JJA
	Ellingto	10/28/2005	7/25/2006		JJA
	Ellington		7/27/2006	HGBD	JJA
	Ellingto	12/13/2005	7/31/2006		JJA
	Frederi	12/13/2005	8/1/2006		JJA
	Frederi	12/13/2005	8/1/2006		JJA
	Ellingto	11/11/2005	8/10/2006	HGBD	JJA
	Davenp	11/11/2005	8/11/2006	HGBD	JJA
	Frederi	12/14/2005	8/15/2006		JJA
	Ellingto	12/14/2005	8/15/2006		JJA
	Frederi	12/14/2005	8/15/2006		JJA
	Cambri	11/11/2005	8/28/2006	HGBD	JJA
	Ellington		9/13/2006		JJA
2000	Hamilton		8/18/2014		JJA
2000	Ellingto	3/5/2002	3/30/2004 or 6/6/2006		JJA
2003	Frederi	3/1/2002	3/30/2004 or 7/14/2006		JJA
		5/2/2002			
		5/2/2002			
		5/3/2002			
		5/4/2002			
		5/5/2002			
		6/26/2002			

122	Greyson	6	2			6/27/2002			
123	Greyson	6	3			6/28/2002			
124	Greyson	6	4			6/29/2002			
125	Greyson	6	5			6/30/2002			
126	Greyson	6	6			7/1/2002			
127	Greyson	6	7			7/2/2002			
122	Macy	13	5	131135		8/6/2002			Colorworks
109	Darcy	52	2	131522		Jacksor 9/8/2004			JJA
208	Darcy	67	3	132673		Davenp 10/28/2005		HGBD	JJA
179	Darcy	57	1	132571		Frederi 12/13/2005			JJA
118	Macy	13	1	131131					Colorworks
119	Macy	13	2	131132		G			Colorworks
120	Macy	13	3	131133		Hamilton			Colorworks
121	Macy	13	4	131134		Ireland			Colorworks
129	Macy	15	1	131151		K - End			Colorworks
130	Macy	15	2	131152		Ireland			Colorworks
131	Macy	15	3	131153		Jackson			Colorworks
132	Macy	15	4	131154		F			Colorworks
153	Darcy	14	1	132141		F			Javier Moreno/Jose Guiterez
152	Darcy	14	2	132142		D			Javier Moreno/Jose Guiterez
151	Darcy	14	3	132143		B-II			Javier Moreno/Jose Guiterez
150	Darcy	14	4	132144		Cambridge			Javier Moreno/Jose Guiterez
149	Darcy	14	5	132145		E - End			Javier Moreno/Jose Guiterez
160	Darcy	16	1	132161		Cambridge			Javier Moreno/Jose Guiterez
159	Darcy	16	2	132162		Cambridge			Javier Moreno/Jose Guiterez
158	Darcy	16	3	132163		Davenport			Javier Moreno/Jose Guiterez
157	Darcy	16	4	132164		B-II			Javier Moreno/Jose Guiterez
156	Darcy	16	5	132165		Davenport			Javier Moreno/Jose Guiterez
155	Darcy	16	6	132166		Cambridge			Javier Moreno/Jose Guiterez
154	Darcy	16	7	132167		Frederick			Javier Moreno/Jose Guiterez
171	Darcy	20	1	132201		Fairfax			Javier Moreno/Jose Guiterez/JJA
170	Darcy	20	2	132202		D			Javier Moreno/Jose Guiterez/JJA
169	Darcy	20	3	132203		E End			Javier Moreno/Jose Guiterez/JJA
168	Darcy	20	4	132204		B II			Javier Moreno/Jose Guiterez/JJA
167	Darcy	20	5	132205		C			Javier Moreno/Jose Guiterez/JJA
166	Darcy	20	6	132206		Fairfax			Javier Moreno/Jose Guiterez/JJA
110	Davenport	24	1	132241		E-End			JJA
102	macy	27	3	131273	2000	J			JJA
118	Darcy	29	5	132295		E-End			JJA
105	Hornby	31	6	131316		F			JJA
106	Hornby	33	1	132331		Kent			JJA

107	Hornby	33	2	132332		Hamilton		JJA
108	Hornby	33	3	132333		Greyson		JJA
109	Hornby	33	4	132334		Hamilton		JJA
111	Hornby	33	6	132336		Fairfax		JJA
136	Darcy	36	1	132361	2000	Fairfax		JJA
124	Brockman	39	1	131391		Fairfax		JJA
121	Brockman	39	4	131394		Ireland		JJA
116	Brockman	40	4	131404	2000	Hamilton		JJA
100	Davenport	56	1	132561				JJA
101	Davenport	56	2	132562		Ellington		JJA
102	Davenport	56	3	132563				JJA
103	Davenport	56	4	132564				JJA
104	Davenport	56	5	132565		Frederick		JJA
197	Darcy	62	5	132625		Ellington	HGBD	JJA
		63	4	132634		Ellington		JJA
206	Darcy	65	3	132653		Ellington	HGBD	JJA
216	Darcy	71	4	132714		Ellington	HGBD	JJA
110	Hornby	33	5	132335		Ireland		JJA/Colorworks
117	Taylor	22	1	131221		F		JJA/Moreno/Gutierrez
118	Taylor	22	2	131222		J		JJA/Moreno/Gutierrez
119	Taylor	22	3	131223		H		JJA/Moreno/Gutierrez
120	Taylor	22	4	131224		E		JJA/Moreno/Gutierrez
121	Taylor	22	5	131225		F		JJA/Moreno/Gutierrez
162	Darcy	21	4	132214		C		Moreno/Gutierrez
122	Taylor	3	1					
123	Taylor	3	2					
124	Taylor	3	3					
125	Taylor	3	4					
143	Taylor	5	1					
144	Taylor	5	2					
145	Taylor	5	3					
146	Taylor	5	4					
147	Taylor	5	5					
148	Taylor	5	6					
149	Taylor	5	7					
131	Taylor	7	1	131071				
132	Taylor	7	2	131072				
133	Taylor	7	3	131073				
134	Taylor	7	4	131074				
135	Taylor	7	5	131075				
104	Greyson	8	1	132081				

105	Greyson	8	2	132082
106	Greyson	8	3	132083
107	Greyson	8	4	132084
108	Greyson	8	5	132085
109	Greyson	8	6	132086
110	Greyson	8	7	132087
104	Macy	9	1	
105	Macy	9	2	
106	Macy	9	3	
107	Macy	9	4	
108	Macy	9	5	
109	Macy	9	6	
111	Greyson	10	1	
112	Greyson	10	2	
113	Greyson	10	3	
114	Greyson	10	4	
115	Greyson	10	5	
110	Macy	11	1	
111	Macy	11	2	
112	Macy	11	3	
113	Macy	11	4	
116	Greyson	12	1	

SOSID: 757755
Date Filed: 12/17/2004 4:01:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200435200317

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: **JJA Construction Inc.**

2. The number of shares the corporation is authorized to issue is: **200 at No par value**

3. These shares shall be: ***(check either a or b)***

   a. ✓ all of one class, designated as common stock; or

   b. ☐ divided into classes or series within a class as provided in the attached schedule, with the information required by N.C.G.S. Section 55-6-01.

4. The street address and county of the initial registered office of the corporation is:

   Number and Street **3000 Colvary Parkway**

   City **Charlotte** State **NC** Zip Code **28269** County **Mecklenburg**

5. The mailing address, ***if different from the street address,*** of the initial registered office is:

   Number and Street

   City State Zip Code County

6. The name of the initial registered agent is: **Jose I. Castillo**

7. Principal office information: ***(must select either a or b.)***

   a. ✓ The corporation has a principal office.

   The street address and county of the principal office of the corporation is:

   Number and Street **3000 Colvary Parkway**

   City **Charlotte** State **NC** Zip Code **28269** County **Mecklenburg**

   The mailing address, ***if different from the street address,*** of the principal office of the corporation is:

   Number and Street

   City State Zip Code County

   b. ☐ The corporation does not have a principal office.

DRF

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8. Any other provisions, which the corporation elects to include, are attached.

9. The name and address of each incorporator is as follows:

Jose I Castillo - 3000 Colvary Parkway, Charlotte, NC 28269
Emilio A. Castillo - 3000 Colvary Parkway, Charlotte, NC 28269

10. These articles will be effective upon filing, unless a date and/or time is specified:

his the **15th** day of **December** 20 **04**

Emilio A. Castillo

Jose I Castillo

Signature

Jose I. Castillo - Incorporator/President

Type or Print Name and Title

Signature

Emilio A. Castillo - Incorporator/Vice President

Type or Print Name and Title

To: "Gross, Greg" <GGross@pnat.com>
CC: "Gibson, Gary" <ggibson@pnat.com>, CLMMAIL <CLMMAIL@pnat.com>
From: "Parsons, Adam" <aparsons@pnat.com>
Date: Thu, 11 Sep 2014 14:39:52 -0400
Subject: RE: 08861992 JJA CONSTRUCTION INC

Greg,

First, let's address the general analysis and distinction between additional insured status and the supplementary payments provisions of the policy. They are two completely separate concepts and do not impact one another.

Additional Insured status, whether granted by our 710741, 711145, the CG2010, CG2037, etc. amends Section II of the policy so that the tendering party qualifies as an insured under the policy. That party has the same rights as employees, owners, spouses, whatever the case may be under Section II. They are not "additional insureds" (although that is how we refer to them), rather the policy makes them insureds. That means that the insuring agreement literally reads that we will pay all sums that the tendering party becomes legally obligated to pay as damages because they are, in fact, an "insured." They can sue us for bad faith. We owe them the duty of utmost good faith. Whether or not they have an indemnification provisions, hold harmless, insured contract, etc. with the named insured is meaningless at this point. When you quote the Supplementary Payments provisions it is simply irrelevant because the phrase "an insured" in that section isn't "the named insured" or "you." The tendering party is an insured if it qualifies under Section II.

Supplementary Payments come into play where there is no additional insured status. Then the tendering party is not an insured under the amended Section II. *In that case*, the tendering party may have a claim against the named insured for indemnification. That claim is covered under the insured contract exception to the contractual exclusion -- we litigate the claim, go to trial and at the end of the day there's judgment entered against our named insured and in favor of the tendering party for, say, $750K, $500K of which is indemnity for the underlying loss and $250K of which is attorneys fees. We pay that $750K under our policy as damages. That obviously reduces the insured's aggregate by $750K. What the Supplementary Payments provision does, in essence, is it shifts that $250K for legal fees into a Supplementary Payment (as would be paid under 1.a.). If all the conditions are met, the Supplementary Payments provision states, "So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee... will be paid as Supplementary Payments... and not be deemed to be damages for BI and PD and will not reduce the limits of insurance."

That's all Supplementary Payments really does. We'll rarely pick up a tender under Supplementary Payments and the insured contract exception to the contractual exclusion because there's almost always a conflict of interest given anti-indemnification statutes and the stringent legal requirements for indemnifying someone for their own negligence.

But again, I stress that once someone qualifies as an insured under the policy -- as is the case under the 710741 -- whether or not there's an "insured contract" is largely meaningless. There does not need to be an insured contract to qualify as an insured. Once someone is an insured, they have all the rights afforded to our named insured except for cancellation, etc.

So turning to the instant claim, the question is whether or not the tendering party qualifies under Section II of the policy. As it reads, they don't, unless there's an endorsement which modifies Section II to somehow name Portrait Homes as an insured.

The first thing to notice is that there is no contract between Portrait Homes and JJA Framing, Inc. The only contract is between Portrait Homes and Jose Castillo, an individual, who does business under the fictitious name JJA Framing. So under any contract of insurance after March 2, 2005, there is no written contract under which DEF

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tabbies

"you" (JJA Framing, Inc.) are required to name Portrait Homes as an insured (as would be required by the 711145). That means that the only avenue to insured status would be under the 2003-2004 and 2004-2005 issued to Jose Castillo **who did** have a contract with Portrait Homes, unless there is a CG 2037 or 1985 edition of the CG 2010. The policies after 2005 do not appear to be endorsed with same.

The 2003-2004 and 2004-2005 policies issued to Mr. Castillo do not have the 711145 (which wouldn't be triggered anyway because the contract doesn't require AI for completed-ops, but that analysis is ultimately unnecessary because the endorsement doesn't exist in the first place), therefore the only manner in which the tendering party could be endorsed onto this policy for the completed-operations exposure would be through the CG 2037 or CG 2010 11/85. The policy does include the CG 2037, which named Portrait Homes as an insured for the completed-operations hazard, "but only with respect to liability arising out of Mr. Castillo's work at 3000 Colvard Pkwy in Charlotte, NC."

As this tender is premised on Mr. Castillo's work in Berkeley County, South Carolina, the CG 2037 does not grant insured status.

Because Portrait Homes does not qualify as an insured pursuant to Section II, as amended by the subject endorsements, the tender is appropriately denied, reserving all other terms, conditions and exclusions of the subject policy.

To the extent that Portrait Homes demands insured status under a JJA Framing, Inc. policy, they are not afforded same because they have no contract with JJA Framing, Inc.

Thanks, Adam

-----Original Message-----
From: Gross, Greg
Sent: Tuesday, August 26, 2014 6:46 PM
To: Parsons, Adam
Cc: Gibson, Gary; CLMMAIL
Subject: RE: 08861992 JJA CONSTRUCTION INC

Adam,

In response to your inquiry below, I will first complete an analysis if the coverage that is in place for the named insured and what we have completed to date with regards to this as the named insured is not cooperating with Penn National Insurance. Later in this email, I will address the analysis for the tender from Portrait Homes.

The loss is a completed operations type loss.

NAMED INSURED ANALYSIS:
Policy number GL9 0601617
Policy periods 12/05/2003 to 12/05/2005 (2 years):
The named insured is Jose Castillo, dba JJA Framing Company. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address as 3000 Colvard Parkway, Charlotte, NC.

There is information in the 12/05/2004 to 2005 policy period that the Agent asked for a name change on March 2, 2005, renaming the insured entity as JJA Construction, Inc. The policy suggests the name change was effective March 2, 2005. NC Secretary of State's information indicates JJA Construction, Inc. incorporated December 17, 2004 (It is currently administratively dissolved) as a new company and does not reference a name change.

The primary coverage form is CG 0001 10/01, Commercial General Liability Coverage Form. It contains Business Risk exclusions.

Endorsed to the policy are the following forms:

CG 2037 10/01, Additional Insured-Owners, Lessees or Contractors-Completed Operations. The endorsement lists Pasquinelli Construction Co, Pasquinelli Management, LLC and Portrait Homes Construction Company. The endorsement states, "Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard"." There are two locations listed in the endorsement, 4411-101 West Market St, Greensboro, NC and 3000 Colvard Parkway, Charlotte, NC. (I believe the West Market street address is not actually the address applicable to the endorsement location, but merely the mailing address of the partly listed in the endorsement)

CG 0300 01/96, Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

***

Policy number: GL9 0601617
Policy periods 12/05/2005 to 12/05/2008 (3 years) The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address as 11227 East Field Rd, Henderson, NC. Effective March 31, 2006, the address changed to 9496 Highway 78, Lot 2, Ladson, SC, 29456. Jose Castillo, dba JJA Framing Company is not named on the policy as an insured.

The last policy period, 12/05/2007 to 2008, canceled for non-payment of premium affective January 31, 2008.

The primary coverage form is CG 0001 10/01, Commercial General Liability Coverage Form.
Endorsed to the policy are the following relevant forms:

CG 2426 07/04, Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals. We understand there is no written contract between Portrait and JJA Construction, Inc.

71 1145 01/05, Automatic Additional Insureds-Owners, Contractors and Subcontractors (Completed Operations). This litigation is a completed operations event. The endorsement includes that there must be a written contract directing the insured to name as an additional insured for the products-completed operations hazard, but only with respect to liability for bodily injury or property damage caused, in whole or in part, by the insured's work at the location or projected designated in the contract or agreement performed for that

additional insured and included in the products-completed operations hazard. The additional insured status ends when the obligation to provide additional insured status for the completed operations in the written contract ends.

CG 0300 01/96, Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

****
GAP IN COVERAGE - January 31, 2008 to July 9, 2008
****

Policy number GL9 0649575
Policy period 07/09/2008 to 2009

There is a notice included in the policy copy stating the policy is cancelled affective November 3, 2008. Nothing further is provided with the policy material to suggest this policy was reinstated during this period.

The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address 9496 Highway 78, Lot 2, Ladson, SC, 29456. Jose Castillo, dba JJA Framing Company is not named in the policy as an insured.

The primary coverage form is CG 00 01 (10/01), Commercial General Liability Coverage Form. It contains Business Risk exclusions.

Endorsed to the policy are the following forms:

CG 2426 07/04, Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals.

CG 0300 01/96, Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

***

Policy number GL9 0649575
Policy period 07/09/2009 to 2010

The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address 9496 Highway 78, Lot 2, Ladson, SC, 29456. Effective 07/29/2009 the insured address is changed to 11227 Eastfield Rd., Huntersville, NC 28078. Jose Castillo, dba JJA Framing Company is not named in the policy as an insured. This policy was not renewed at the end of the policy period.

Endorsed to the policy are the following forms:

CG 2426 07/04, Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the

insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals.

CG 0300 01/96, Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

***

Both complaints alleges JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing, et. al. as the named defendant(s). Based on a review of the above coverage, it appears affective March 2, 2005 Jose Castillo dba JJA Framing Company is not listed any further on the PNI policies.

The complaints are nebulous as to when the damages actually occurred or were discovered. It appears from the contracts/purchase orders in the file that construction commenced in 2002. Initial declarations for the HOA were commenced on 12-18-01. South Carolina is a continuous trigger state.

Jose Castillo has been served with the complaint.

A previous CQR was sent to HOC after we assigned an IA to meet with the insured who told Penn National that he did not want a defense for this matter. HOC directed a "final" ROR to be sent to the insured. This "final" ROR was sent to the insured reserving rights on the conditions of the policy giving the insured until the end of August, 2014 to contact us or we would formally disclaim coverage along with the following items within the CGL form(s):
-Insuring Agreement (is there PD arising out of an occurrence here?)
Exclusions:
-Expected Or Intended Injury
-Contractual Liability
-Damage to Property (5)
-Damage to Your Product
-Damage to Your Work
-Damage To Impaired Property Or Property Not Physically Injured

ANALYSIS WITH REGARDS TO THE TENDER FROM PORTRAIT HOMES:
First, the applicable contract for the site between Portrait Homes and the insured was executed on 8-15-03. The applicable subcontractor is listed as "JJA Framing". Section 7. B. of the contract states (highlighted in yellow in IR on page 4 of the contract) that the insured shall add Portrait as an Additional Insured on the insured's policy.

It is the opinion of the CSO that Portrait would qualify as an "Additional Insured" under our endorsement 71 1145 01/05 for the policy years of 12-5-05 to 12-5-08 only. This endorsement specifies that an insured is any person or organization with who you are required in a written contract to name as an additional insured for the completed operations hazard. It is further felt that our contract meets the definition of an "insured contract" as amended under endorsements CG 2426 07 04. None of the other policy years have endorsement 71 1145 01/05 attached. Endorsement CG 2037 10/01 for the policy years of 12-5-03 to 12-5-05 appear to be for another site.

As to our duty to defense and indemnification of Portrait Homes, the CSO does not feel that all of the obligations of the Supplementary Payment - Coverages A and B have been met the policy. Part 2. of this section states: If we defend an insured against a "suit" and indemnitee of the insured is also named as a party to the suit, we will defend that indemnitee if all of the conditions are met which include:

d. The allegation in the "suit" and the information as we know about the "occurrence" are such that no conflict appears to exist between the interest of the insured and the interest of the indemnitee.
e. further requires that the indemnity agree that we can assign the same counsel to defend insured and indemnity.

Portrait Homes as the indemnitee has filed cross claims against the insured in both actions for indemnity; negligence; breach of warranty; and breach of contract.

Therefore, the CSO does not feel the Portrait Homes has met the conditions and is not entitled to defense.

Your further direction is appreciated.

Thank you.

Greg Gross, AIC
Claims Specialist
Penn National Insurance - NC Claims Service Office P.O. Box 1961 Harrisburg PA 17105-1961
P: 1-800-877-7366 x4168
F: 1-336-373-9446
ggross@pnat.com

----Original Message----
From: Parsons, Adam
Sent: Monday, August 18, 2014 3:53 PM
To: Gibson, Gary
Cc: Gross, Greg; CLMMAIL
Subject: RE: 08861992 JJA CONSTRUCTION INC

Gary, just wanted to document that I'll respond to this upon revision along with the DR Horton request, noting that Supplementary Payments has not impact on insured status. Thanks, Adam.

----Original Message----
From: Gibson, Gary
Sent: Friday, August 15, 2014 9:36 AM
To: Parsons, Adam
Cc: Gross, Greg; CLMMAIL
Subject: FW: 08861992 JJA CONSTRUCTION INC

Adam:

Per yours of 6/16/14, below is Greg's analysis as to why the tender of Portrait Homes should be declined. We apologize for the delay in responding to you. Thanks.

Gary R. Gibson, CPCU, AIC, AIM, AIS, SCLA Team Leader, Multi-line Penn National Insurance - NC Claims Service Office P.O. Box 1961 Harrisburg PA 17105-1961
P: 1-800-877-7366 x4149
F: 1-336-373-9446

ggibson@pnat.com

-----Original Message-----
From: Gross, Greg
Sent: Monday, August 11, 2014 2:39 PM
To: Gibson, Gary
Cc: CLMMAIL
Subject: 08861992 JJA CONSTRUCTION INC

Gary,

In response to Adam's inquiries below, I have sent the updated RORs to the insured and Mr. Castillo respectively giving them to the end of August, 2014 to respond or we will deny coverage to the insured for breach of the conditions.

With respect to Adam's inquiry regarding Portrait Homes seeking additional insured status under the policy, it would not appear that any coverage would be available to Portrait Homes. The contract calls for additional insured status within section 7 and is within the file. However, within the CGL form CG 0001 (Supplementary Payments, section 2. d.) would not be met (all conditions must be met within the CGL form). This section of the Supplementary Payments states that no conflict can exist between the interests of the insured and the indemnitee. There is an inherent conflict within the suit on the methods and means, etc. by the GC to the insured.

Therefore, with all of the above noted condition not met, we recommend no coverage be afforded to Portrait Homes for this case.

Please see me for questions.

Thanks.

Greg Gross, AIC
Claims Specialist
Penn National Insurance - NC Claims Service Office P.O. Box 1961 Harrisburg PA 17105-1961
P: 1-800-877-7366 x4168
F: 1-336-373-9446
ggross@pnat.com

To: "Gibson, Gary" <ggibson@pnat.com>
CC: "Heineck, Paul" <pheineck@pnat.com>, "Gross, Greg" <GGross@pnat.com>, CLMMAIL <CLMMAIL@pnat.com>
From: "Parsons, Adam" <aparsons@pnat.com>
Date: Mon, 16 Jun 2014 15:20:55 -0400
Subject: RE: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

Gary and Greg,

I have reviewed and I agree with the declination of coverage to: (1) Mr. Castillo d/b/a JJA Framing; and (2) JJA Construction, Inc. for the violation of the terms and conditions of the policy. As you know, I prefer to give every benefit of the doubt to the insured and well-document our file regarding our efforts so that we may avoid (or properly defend) any collection activity on the policy down the road. Accordingly, I would write both insureds and recite our efforts to discuss this matter with them and their unilateral decision to not cooperate and acknowledgement of the breach of duties. Indicate that they must contact us within two weeks or we will be faced with no alternative to deny, which exposes both insureds to personal liability and lack of indemnity for this loss. Then, after two weeks, go ahead and deny, reserving all other terms, conditions and exclusions of the policy.

As to Portrait Homes, I don't see any analysis in the CQR pertaining to why we should decline coverage to that entity. To the extent that they seek insured status under the policy, due to the separation of insureds provision, the named insured's actions (or inactions) do not impact Portrait Homes' rights (if any) under the policy.

You can simply set forth the basis for declination of coverage and rejection of the tender from Portrait Homes in an email (without having to redo the CQR). I will address promptly upon receipt of same.

Thanks, Adam

From: Gibson, Gary
Sent: Tuesday, June 03, 2014 10:53 AM
To: Parsons, Adam
Cc: Heineck, Paul; Gross, Greg; CLMMAIL
Subject: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

Adam:

Here is a Coverage Question Report (CQR) which has been completed by Greg Gross. As outlined, we recommend that coverage and a defense/indemnification be declined to both the named insured and Portrait Homes.

Following your review of this submission, our further direction is appreciated. Thank you.

Gary R. Gibson, CPCU, AIC, AIM, AIS, SCLA
Team Leader, Multi-line
Penn National Insurance - NC Claims Service Office
P.O. Box 1961
Harrisburg PA 17105-1961

P: 1-800-877-7366 x4149
F: 1-336-373-9446
ggibson@pnat.com

From: Gross, Greg
Sent: Friday, May 30, 2014 9:26 AM
To: Gibson, Gary
Subject: 08861992 - JJA Construction, Inc. - CQR

Gary,

Please review the attached CQR prior to submission to HOC.

Thanks.

Greg Gross, AIC
Claims Specialist
Penn National Insurance - NC Claims Service Office
P.O. Box 1961
Harrisburg PA 17105-1961
P: 1-800-877-7366 x4168
F: 1-336-373-9446
ggross@pnat.com

To: "Parsons, Adam" <aparsons@pnat.com>
CC: "Gibson, Gary" <ggibson@pnat.com>, CLMMAIL <CLMMAIL@pnat.com>
From: "Gross, Greg" <GGross@pnat.com>
Date: Tue, 26 Aug 2014 18:45:37 -0400
Subject: RE: 08861992 JJA CONSTRUCTION INC

Adam,

In response to your inquiry below, I will first complete an analysis if the coverage that is in place for the named insured and what we have completed to date with regards to this as the named insured is not cooperating with Penn National Insurance. Later in this email, I will address the analysis for the tender from Portrait Homes.

The loss is a completed operations type loss.

NAMED INSURED ANALYSIS:
Policy number GL9 0601617
Policy periods 12/05/2003 to 12/05/2005 (2 years):
The named insured is Jose Castillo, dba JJA Framing Company. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address as 3000 Colvard Parkway, Charlotte, NC.

There is information in the 12/05/2004 to 2005 policy period that the Agent asked for a name change on March 2, 2005, renaming the insured entity as JJA Construction, Inc. The policy suggests the name change was effective March 2, 2005. NC Secretary of State's information indicates JJA Construction, Inc. incorporated December 17, 2004 (It is currently administratively dissolved) as a new company and does not reference a name change.

The primary coverage form is CG 0001 10/01, Commercial General Liability Coverage Form. It contains Business Risk exclusions.

Endorsed to the policy are the following forms:

CG 2037 10/01, Additional Insured-Owners, Lessees or Contractors-Completed Operations. The endorsement lists Pasquinelli Construction Co, Pasquinelli Management, LLC and Portrait Homes Construction Company. The endorsement states, "Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard"." There are two locations listed in the endorsement, 4411-101 West Market St, Greensboro, NC and 3000 Colvard Parkway, Charlotte, NC. (I believe the West Market street address is not actually the address applicable to the endorsement location, but merely the mailing address of the partly listed in the endorsement)

CG 0300 01/96, Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

***
Policy number: GL9 0601617
Policy periods 12/05/2005 to 12/05/2008 (3 years)
The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address as 11227 East Field Rd, Henderson, NC. Effective March 31, 2006, the address changed to 9496 Highway 78, Lot 2, Ladson, SC, 29456. Jose Castillo, dba JJA Framing Company is not named on the policy as an insured.

The last policy period, 12/05/2007 to 2008, canceled for non-payment of premium affective January 31, 2008.

The primary coverage form is CG 0001 10/01, Commercial General Liability Coverage Form.
Endorsed to the policy are the following relevant forms:

CG 2426 07/04, Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals. We understand there is no written contract between Portrait and JJA Construction, Inc.

71 1145 01/05, Automatic Additional Insureds-Owners, Contractors and Subcontractors (Completed Operations). This litigation is a completed operations event. The endorsement includes that there must be a written contract directing the insured to name as an additional insured for the products-completed operations hazard, but only with respect to liability for bodily injury or property damage caused, in whole or in part, by the insured's work at the location or projected designated in the contract or agreement performed for that additional insured and included in the products-completed operations hazard. The additional insured status ends when the obligation to provide additional insured status for the completed operations in the written contract ends.

CG 0300 01/96, Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

****
GAP IN COVERAGE - January 31, 2008 to July 9, 2008
****

Policy number GL9 0649575
Policy period 07/09/2008 to 2009

There is a notice included in the policy copy stating the policy is cancelled affective November 3, 2008. Nothing further is provided with the policy material to suggest this policy was reinstated during this period.

The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address 9496 Highway 78, Lot 2, Ladson, SC, 29456. Jose Castillo, dba JJA Framing Company is not named in the policy as an insured.

The primary coverage form is CG 00 01 (10/01), Commercial General Liability Coverage Form. It contains Business Risk exclusions.

Endorsed to the policy are the following forms:

CG 2426 07/04, Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals.

CG 0300 01/96, Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

***

Policy number GL9 0649575
Policy period 07/09/2009 to 2010

The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address 9496 Highway 78, Lot 2, Ladson, SC, 29456. Effective 07/29/2009 the insured address is changed to 11227 Eastfield Rd., Huntersville, NC 28078. Jose Castillo, dba JJA Framing Company is not named in the policy as an insured. This policy was not renewed at the end of the policy period.

Endorsed to the policy are the following forms:

CG 2426 07/04, Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals.

CG 0300 01/96, Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

***

Both complaints alleges JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing, et. al. as the named defendant(s). Based on a review of the above coverage, it appears affective March 2, 2005 Jose Castillo dba JJA Framing Company is not listed any further on the PNI policies.

The complaints are nebulous as to when the damages actually occurred or were discovered. It appears from the contracts/purchase orders in the file that construction commenced in 2002. Initial declarations for the HOA were commenced on 12-18-01. South Carolina is a continuous trigger state.

Jose Castillo has been served with the complaint.

A previous CQR was sent to HOC after we assigned an IA to meet with the insured who told Penn National that he did not want a defense for this matter. HOC directed a "final" ROR to be sent to the insured. This "final" ROR was sent to the insured reserving rights on the conditions of the policy giving the insured until the end of August, 2014 to contact us or we would formally disclaim coverage along with the following items within the CGL form(s):
-Insuring Agreement (is there PD arising out of an occurrence here?)
Exclusions:
-Expected Or Intended Injury
-Contractual Liability
-Damage to Property (5)
-Damage to Your Product
-Damage to Your Work
-Damage To Impaired Property Or Property Not Physically Injured

ANALYSIS WITH REGARDS TO THE TENDER FROM PORTRAIT HOMES:
First, the applicable contract for the site between Portrait Homes and the insured was executed on 8-15-03. The applicable subcontractor is listed as "JJA Framing". Section 7. B. of the contract states (highlighted in yellow in IR on page 4 of the contract) that the insured shall add Portrait as an Additional Insured on the insured's policy.

It is the opinion of the CSO that Portrait would qualify as an "Additional Insured" under our endorsement 71 1145 01/05 for the policy years of 12-5-05 to 12-5-08 only. This endorsement specifies that an insured is any person or organization with who you are required in a written contract to name as an additional insured for the completed operations hazard. It is further felt that our contract meets the definition of an "insured contract" as amended under endorsements CG 2426 07 04. None of the other policy years have endorsement 71 1145 01/05 attached. Endorsement CG 2037 10/01 for the policy years of 12-5-03 to 12-5-05 appear to be for another site.

As to our duty to defense and indemnification of Portrait Homes, the CSO does not feel that all of the obligations of the Supplementary Payment - Coverages A and B have been met the policy. Part 2. of this section states: If we defend an insured against a "suit" and indemnitee of the insured is also named as a party to the suit, we will defend that indemnitee if all of the conditions are met which include:

d. The allegation in the "suit" and the information as we know about the "occurrence" are such that no conflict appears to exist between the interest of the insured and the interest of the indemnitee.
e. further requires that the indemnity agree that we can assign the same counsel to defend insured and indemnity.

Portrait Homes as the indemnitee has filed cross claims against the insured in both actions for indemnity; negligence; breach of warranty; and breach of contract.

Therefore, the CSO does not feel the Portrait Homes has met the conditions and is not entitled to defense.

Your further direction is appreciated.

Thank you.

Greg Gross, AIC
Claims Specialist
Penn National Insurance - NC Claims Service Office
P.O. Box 1961
Harrisburg PA 17105-1961
P: 1-800-877-7366 x4168
F: 1-336-373-9446
ggross@pnat.com

-----Original Message-----
From: Parsons, Adam
Sent: Monday, August 18, 2014 3:53 PM
To: Gibson, Gary
Cc: Gross, Greg; CLMMAIL
Subject: RE: 08861992 JJA CONSTRUCTION INC

Gary, just wanted to document that I'll respond to this upon revision along with the DR Horton request, noting that Supplementary Payments has not impact on insured status. Thanks, Adam.

-----Original Message-----
From: Gibson, Gary
Sent: Friday, August 15, 2014 9:36 AM
To: Parsons, Adam
Cc: Gross, Greg; CLMMAIL
Subject: FW: 08861992 JJA CONSTRUCTION INC

Adam:

Per yours of 6/16/14, below is Greg's analysis as to why the tender of Portrait Homes should be declined. We apologize for the delay in responding to you. Thanks.

Gary R. Gibson, CPCU, AIC, AIM, AIS, SCLA Team Leader, Multi-line Penn National Insurance - NC Claims Service Office P.O. Box 1961 Harrisburg PA 17105-1961
P: 1-800-877-7366 x4149
F: 1-336-373-9446
ggibson@pnat.com

-----Original Message-----
From: Gross, Greg
Sent: Monday, August 11, 2014 2:39 PM
To: Gibson, Gary
Cc: CLMMAIL
Subject: 08861992 JJA CONSTRUCTION INC

Gary,

In response to Adam's inquiries below, I have sent the updated RORs to the insured and Mr. Castillo respectively giving them to the end of August, 2014 to respond or we will deny coverage to the insured for breach of the conditions.

With respect to Adam's inquiry regarding Portrait Homes seeking additional insured status under the policy, it would not appear that any coverage would be available to Portrait Homes. The contract calls for additional insured status within section 7 and is within the file. However, within the CGL form CG 0001 (Supplementary Payments, section 2. d.) would not be met (all conditions must be met within the CGL form). This section of the Supplementary Payments states that no conflict can exist between the interests of the insured and the indemnitee. There is an inherent conflict within the suit on the methods and means, etc. by the GC to the insured.

Therefore, with all of the above noted condition not met, we recommend no coverage be afforded to Portrait Homes for this case.

Please see me for questions.

Thanks.

Greg Gross, AIC
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Penn National Insurance - NC Claims Service Office P.O. Box 1961 Harrisburg PA 17105-1961
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ggross@pnat.com

To: "Gibson, Gary" <ggibson@pnat.com>
CC: "Gross, Greg" <GGross@pnat.com>, CLMMAIL <CLMMAIL@pnat.com>
From: "Parsons, Adam" <aparsons@pnat.com>
Date: Mon, 18 Aug 2014 15:52:50 -0400
Subject: RE: 08861992 JJA CONSTRUCTION INC

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ggross@pnat.com

To: "Parsons, Adam" <aparsons@pnat.com>
CC: "Gross, Greg" <GGross@pnat.com>, CLMMAIL <CLMMAIL@pnat.com>
From: "Gibson, Gary" <ggibson@pnat.com>
Date: Fri, 15 Aug 2014 09:36:20 -0400
Subject: FW: 08861992 JJA CONSTRUCTION INC

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ggross@pnat.com

To: "Gibson, Gary" <ggibson@pnat.com>
CC: "Heineck, Paul" <pheineck@pnat.com>, "Gross, Greg" <GGross@pnat.com>, CLMMAIL <CLMMAIL@pnat.com>
From: "Parsons, Adam" <aparsons@pnat.com>
Date: Mon, 16 Jun 2014 15:20:55 -0400
Subject: RE: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

Gary and Greg,

I have reviewed and I agree with the declination of coverage to: (1) Mr. Castillo d/b/a JJA Framing; and (2) JJA Construction, Inc. for the violation of the terms and conditions of the policy. As you know, I prefer to give every benefit of the doubt to the insured and well-document our file regarding our efforts so that we may avoid (or properly defend) any collection activity on the policy down the road. Accordingly, I would write both insureds and recite our efforts to discuss this matter with them and their unilateral decision to not cooperate and acknowledgement of the breach of duties. Indicate that they must contact us within two weeks or we will be faced with no alternative to deny, which exposes both insureds to personal liability and lack of indemnity for this loss. Then, after two weeks, go ahead and deny, reserving all other terms, conditions and exclusions of the policy.

As to Portrait Homes, I don't see any analysis in the CQR pertaining to why we should decline coverage to that entity. To the extent that they seek insured status under the policy, due to the separation of insureds provision, the named insured's actions (or inactions) do not impact Portrait Homes' rights (if any) under the policy.

You can simply set forth the basis for declination of coverage and rejection of the tender from Portrait Homes in an email (without having to redo the CQR). I will address promptly upon receipt of same.

Thanks, Adam

From: Gibson, Gary
Sent: Tuesday, June 03, 2014 10:53 AM
To: Parsons, Adam
Cc: Heineck, Paul; Gross, Greg; CLMMAIL
Subject: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

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Here is a Coverage Question Report (CQR) which has been completed by Greg Gross. As outlined, we recommend that coverage and a defense/indemnification be declined to both the named insured and Portrait Homes.

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P: 1-800-877-7366 x4149
F: 1-336-373-9446
ggibson@pnat.com

From: Gross, Greg
Sent: Friday, May 30, 2014 9:26 AM
To: Gibson, Gary
Subject: 08861992 - JJA Construction, Inc. - CQR

Gary,

Please review the attached CQR prior to submission to HOC.

Thanks.

Greg Gross, AIC
Claims Specialist
Penn National Insurance - NC Claims Service Office
P.O. Box 1961
Harrisburg PA 17105-1961
P: 1-800-877-7366 x4168
F: 1-336-373-9446
ggross@pnat.com

To: "Gibson, Gary" <ggibson@pnat.com>
CC: CLMMAIL <CLMMAIL@pnat.com>
From: "Gross, Greg" <GGross@pnat.com>
Date: Mon, 11 Aug 2014 14:38:42 -0400
Subject: 08861992 JJA CONSTRUCTION INC

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From: "Parsons, Adam" <aparsons@pnat.com>
Date: Mon, 16 Jun 2014 15:20:55 -0400
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ggross@pnat.com

To: "Gross, Greg" <GGross@pnat.com>
CC: CLMMAIL <CLMMAIL@pnat.com>
From: "Gibson, Gary" <ggibson@pnat.com>
Date: Fri, 27 Jun 2014 10:57:14 -0400
Subject: FW: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

Greg – please send the letters per mine below if you have not done so already. Also, advise Adam today re the basis for the declination of the tender re Portrait Homes. If you need additional information before responding, at least send him an e-mail with an update on when you will be able to respond.

The same applies to his request of 6/11/14 re the Anderson v. DR Horton case (# 08876889). Either send him the explanation re the tender today or send him a status on when you can respond.

Copy me so I know these are completed. Thanks.

Gary R. Gibson, CPCU, AIC, AIM, AIS, SCLA
Team Leader, Multi-line
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P.O. Box 1961
Harrisburg PA 17105-1961
P: 1-800-877-7366 x4149
F: 1-336-373-9446
ggibson@pnat.com

From: Gibson, Gary
Sent: Thursday, June 19, 2014 9:44 AM
To: Gross, Greg
Cc: CLMMAIL
Subject: FW: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

Greg:

Please proceed per Adam's below as to writing letters to both insured entities, then following up in 2 weeks with declinations as outlined.

Also, update Adam with an e-mail re the basis for declining the tender of Portrait Homes. The letters and e-mail update to Adam should be sent next week upon your return and no later than 6/26/14. Thanks.

Gary R. Gibson, CPCU, AIC, AIM, AIS, SCLA
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From: Parsons, Adam
Sent: Monday, June 16, 2014 3:21 PM
To: Gibson, Gary
Cc: Heineck, Paul; Gross, Greg; CLMMAIL
Subject: RE: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

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To: "Gross, Greg" <GGross@pnat.com>
CC: CLMMAIL <CLMMAIL@pnat.com>
From: "Gibson, Gary" <ggibson@pnat.com>
Date: Thu, 19 Jun 2014 09:44:27 -0400
Subject: FW: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

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To: "Parsons, Adam" <aparsons@pnat.com>
CC: "Heineck, Paul" <pheineck@pnat.com>, "Gross, Greg" <GGross@pnat.com>, CLMMAIL <CLMMAIL@pnat.com>
From: "Gibson, Gary" <ggibson@pnat.com>
Date: Tue, 3 Jun 2014 10:53:11 -0400
Subject: Persimmon Hill HOA, et al v. Portrait Homes, et al (NI - JJA Construction); # 08861992; CQR

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PENN NATIONAL INSURANCE

COVERAGE QUESTION REPORT

INDEX	I. POLICY/SECTION:	GL9 0601617 For the particular forms, see coverage section below	1ST PARTY ☐	3RD PARTY ☒
	II. CLAIM/TYPE:	Construction Defect	CLAIM NO: 08861992	
	III. QUESTION(S):	Should PNI provide a defense and/or indemnity to Portrait Homes? Should PNI provide a defense to the named insured?	DATE OF LOSS: 12-5-03	
			INSURED: JJA Construction, Inc.	
PREPARED BY: Greg Gross			CLAIMS HANDLER: Greg Gross	

NON-WAIVER/RESERVATIONS:	YES (date) 9-21-13		NO ☐
SUIT FILED: YES (date) 3-8-13		NO ☐	DAMAGES $ Unknown at this point

DATE SUBMITTED: 5-29-14		MANAGER/ TEAM LEADER:	Paul Heineck Gary Gibson

NARRATIVE:

1. FACTS (Brief):

The named insured is JJA Construction, Inc. of Charlotte, NC (initially. See the CSO Recommendation section for an updated address). First, an underlying suit was filed in Court of Common Pleas of Berkeley County, SC, on March 18, 2013 styled Cheryl Walker v. Portrait Homes-South Carolina, LLC, JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing, et al. This is a class action amended lawsuit. The lawsuit alleges that Cheryl Walker is an owner of a townhome located at in the Persimmon Hill HOA, Inc. in Berkeley County, SC. Portrait Homes was the General Contractor of the site. JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing (hereinafter, "JJA") installed framing; windows; doors; secondary weather barrier; and window and door flashings at the site. The Class does not include any prior owner of a townhome at the site. The Complaint is brought for various construction defects and resultant loss of use. The construction defects appear to be resultant in water intrusion and deterioration as a result. Counts against JJA are Negligence; Gross Negligence; Carelessness; Recklessness; Willful and Wantonness; 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; Breach of Warranty of Merchantability and Serviceability; Breach of Express Warranty; and Unfair Trade Practices. Specific Certificate of Occupancy dates are not named in the lawsuit.

Second, another underlying suit has been filed in Court of Common Pleas of Berkeley County, SC, on March 18, 2013 styled Persimmon Hill HOA, Inc. v. Portrait Homes-South Carolina, LLC, JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing, et. al. This is a class action amended lawsuit that was filed. The Complaint alleges that the Persimmon Hill HOA, Inc. in Berkeley County, SC, has exterior and common area defects. Portrait Homes was the general contractor of the site. JJA allegedly installed framing; windows; doors; secondary weather barrier; and window and door flashings at the site. The Complaint is brought for various construction defects and resultant loss of use. The construction defects appear to be resultant in water intrusion and deterioration as a result. Counts against JJA are Negligence; Gross Negligence; Carelessness; Recklessness; Willful and Wantonness; 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; Breach of Warranty of Merchantability and Serviceability; Breach of Express Warranty; and Unfair Trade Practices. Specific Certificate of Occupancy dates are not named in the Complaint.

Service was perfected on our insured via an Affidavit of Service in the file to the registred agent of the company, Jose Castillo.

Co-defendant Portrait Homes has filed cross claims against JJA for Indemnity; Breach of Contract; Warranty; and Negligence for both Complaints. It appears from the contracts/purchase orders in the file that construction commenced in 2002. Initial declarations for the HOA were commenced on 12-18-01.

2. COVERAGE QUESTION(S) INVOLVED:

Should PNI provide a defense and/or indemnity to Portrait Homes?

Should PNI provide a defense to the named insured?

3. DAMAGES CLAIMED/VERIFIED:

Unknown at this point.

4. APPLICABLE LAW:

South Carolina as the loss occurred in South Carolina and the policy was underwritten in South Carolina.

5. ATTORNEYS INVOLVED:

We have not retained any counsel for this matter to date.

6. ATTORNEYS OPINION:

Plaintiffs are represented by Phillip W. Segui, Jr. of the Segui Law Firm, Mt. Pleasant, SC; John T. Chakeris of The Chakeris Law Firm, Charleston, SC; and Jesse A. Kirchner of Thurmond, Kirchner, Timbes & Yelverton, PA, Charleston, SC.

We have not retained defense counsel at this time.

7. CSO RECOMMENDATION & PROPOSED STRATEGY:

An updated coverage analysis is as follows:

The policy in place that would be triggered to date is:
Policy number GL9 0601617
Policy periods 12/05/2003 to 12/05/2005 (2 years):
The named insured is Jose Castillo, dba JJA Framing Company. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address as 3000 Colvard Parkway, Charlotte, NC.

There is information in the 12/05/2004 to 2005 policy period that the Agent asked for a name change on March 2, 2005, renaming the insured entity as JJA Construction, Inc. The policy suggests the name change was effective March 2, 2005. NC Secretary of State's information indicates JJA Construction, Inc. incorporated December 17, 2004 (it is currently administratively dissolved) as a new company and does not reference a name change.

The primary coverage form is CG 00 01 (10/01), Commercial General Liability Coverage Form. It contains Business Risk exclusions.

Endorsed to the policy are the following forms:

CG 20 37 (10/01), Additional Insured-Owners, Lessees or Contractors-Completed Operations. The endorsement lists Pasquinelli Construction Co, Pasquinelli Management, LLC and Portrait Homes Construction Company. The endorsement states, "Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard"." There are two locations listed in the endorsement, 4411-101 West Market St, Greensboro, NC and 3000 Colvard Parkway, Charlotte, NC. (We believe the West Market street address is not actually the address applicable to the endorsement location, but merely the mailing address of the partly listed in the endorsement)

CG 03 00 (01/96), Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

CG 21 67 (04/02), Fungi or Bacteria Exclusion. It's definition of Fungi includes mold as an excluded exposure for bodily injury and property damage.

71 0939 (06/01), Exterior Insulation and Finish Systems Exclusion. This excludes all coverage for damage arising out of the insured's work to EIFS products, including "any substantially similar system which resists water penetration at its outer surface" that is part of the "products-completed operations hazard".

71 0741 (01/02), Automatic Additional Insureds-Owners, Contractors and Subcontractors does not apply as it refers to ongoing operations only. The complaint language directs this as a completed operations event.

Policy periods 12/05/2005 to 12/05/2008 (3 years)
The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address as 11227 East Field Rd, Henderson, NC. Effective March 31,

2006, the address changed to 9496 Highway 78, Lot 2, Ladson, SC, 29456. Jose Castillo, dba JJA Framing Company is not named on the policy as an insured.

The last policy period, 12/05/2007 to 2008, canceled for non-payment of premium affective January 31, 2008.

The primary coverage form is CG 00 01 (10/01), Commercial General Liability Coverage Form. It contains Business Risk exclusions. Section II – Who is an Insured says if you (named insured) are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company, they are an insured, which qualifying JJA Construction, Inc. as an insured under this subsection. This section goes on to say that any organization the named insured newly acquires or forms, other than a partnership, joint venture or limited liability company, and over which they maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this provision is afforded only until the 90th day after the insured acquires or forms the organization or the end of the policy period, whichever is earlier; and coverage A does not apply to "bodily injury" or "property damage" that occurred before the insured acquired or formed the organization. In this instance, JJA Construction, Inc. is the named insured, but it did not acquire or form Jose Castillo dba JJA Framing Company. So it appears Jose Castillo dba JJA Framing Company would not qualify as an insured under this policy or policy period.

Endorsed to the policy are the following forms:

CG 24 26 (07/04), Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals. We understand there is no written contract between Portrait and JJA Construction, Inc.

71 11 45 (01/05), Automatic Additional Insureds-Owners, Contractors and Subcontractors (Completed Operations). This litigation is a completed operations event. The endorsement includes that there must be a written contract directing the insured to name as an additional insured for the products-completed operations hazard, but only with respect to liability for bodily injury or property damage caused, in whole or in part, by the insured's work at the location or projected designated in the contract or agreement performed for that additional insured and included in the products-completed operations hazard. The additional insured status ends when the obligation to provide additional insured status for the completed operations in the written contract ends. We understand there is no written contract between Portrait and JJA Construction, Inc.

71 0741 (01/05), Automatic Additional Insureds-Owners, Contractors and Subcontractors (Ongoing Operations) does not apply as it refers to ongoing operations only. The complaint language directs this as a completed operations event.

71 0939 (06/01), Exterior Insulation and Finish Systems Exclusion. This excludes all coverage for damage arising out of the insured's work to EIFS products, including "any substantially similar system which resists water penetration at its outer surface" that is part of the "products-completed operations hazard".

CG 21 67 (04/02), Fungi or Bacteria Exclusion. It's definition of Fungi includes mold as an excluded exposure for bodily injury and property damage.

CG 03 00 (01/96), Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

***
GAP IN COVERAGE – January 31, 2008 to July 9, 2008
***

Policy number GL9 0649575

Policy period 07/09/2008 to 2009

There is a notice included in the policy copy stating the policy is cancelled affective November 3, 2008. Nothing further is provided with the policy material to suggest this policy was reinstated during this period.

The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address 9496 Highway 78, Lot 2, Ladson, SC, 29456. Jose Castillo, dba JJA Framing Company is not named in the policy as an insured.

The primary coverage form is CG 00 01 (10/01), Commercial General Liability Coverage Form. It contains Business Risk exclusions.

Endorsed to the policy are the following forms:

CG 24 26 (07/04), Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals.

71 0741 (01/05), Automatic Additional Insureds-Owners, Contractors and Subcontractors (Ongoing Operations) does not apply as it refers to ongoing operations only. The complaint language directs this as a completed operations event.

71 0939 (06/01), Exterior Insulation and Finish Systems Exclusion. This excludes all coverage for damage arising out of the insured's work to EIFS products, including "any substantially similar system which resists water penetration at its outer surface" that is part of the "products-completed operations hazard".

CG 21 67 (04/02), Fungi or Bacteria Exclusion. It's definition of Fungi includes mold as an excluded exposure for bodily injury and property damage.

CG 03 00 (01/96), Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

Policy number GL9 0649575

Policy period 07/09/2009 to 2010

The named insured is JJA Construction, Inc. The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address 9496 Highway 78, Lot 2, Ladson, SC, 29456. Effective 07/29/2009 the insured address is changed to 11227 Eastfield Rd., Huntersville, NC 28078. Jose Castillo, dba JJA Framing Company is not named in the policy as an insured. This policy was not renewed at the end of the policy period.

Endorsed to the policy are the following forms:

CG 24 26 (07/04), Amendment of Insured Contract Definition. This endorsement modifies the CGL form so the insured is not provided coverage for tort liability assumed under an insured contract unless the insured contributed in whole or in part to the bodily injury or property damage. It also does not afford indemnification to architects, engineers or other design professionals.

71 0741 (01/05), Automatic Additional Insureds-Owners, Contractors and Subcontractors (Ongoing Operations) does not apply as it refers to ongoing operations only. The complaint language directs this as a completed operations event.

71 0939 (06/01), Exterior Insulation and Finish Systems Exclusion. This excludes all coverage for damage arising out of the insured's work to EIFS products, including "any substantially similar system which resists water penetration at its outer surface" that is part of the "products-completed operations hazard".

CG 21 67 (04/02), Fungi or Bacteria Exclusion. It's definition of Fungi includes mold as an excluded exposure for bodily injury and property damage.

CG 03 00 (01/96), Deductible Liability Insurance. It applies a $500 deductible to Property Damage Liability only, on a per occurrence basis, regardless of the number of persons or organizations that sustain damages because of that "occurrence".

***

The Complaints allege JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing, et. al. as the named defendant(s). Based on a review of the above coverage, it appears affective March 2, 2005 Jose Castillo dba JJA Framing Company is not listed any further on the PNI policies.

Initial declarations for the HOA were commenced on 12-18-01. South Carolina is a continuous trigger state.

A ROR was sent to the insured reserving rights on the following:
-Insuring Agreement (is there PD arising out of an occurrence here?)
Exclusions
-Expected Or Intended Injury
-Contractual Liability
-Damage to Property (5)
-Damage to Your Product
-Damage to Your Work
-Damage To Impaired Property Or Property Not Physically Injured

ANALYSIS/RECOMMENDATION:

We recommend that neither the insured nor Portrait Homes be provided coverage and/or a defense at this time. The insured would not call us or discuss the case with us. We sent an IA (Capstone ISG) to meet personally with the insured owner, Jose Castillo. This was initiated late in 2013 and was completed at the beginning of May, 2014. Mr. Castillo declined to give us his number for a contact. He claimed he was served the above noted suit papers and has not retained counsel. He claims he is now out of business as the named insured. The IA indicated that he had been sued personally. The IA asked if he wanted PNI to defend him and/or the named insured and he stated no. The aforementioned ROR was delivered personally to Mr. Castillo.

Based upon the above, the insured has violated the Conditions portion of the policy by not cooperating. The insured has not asked PNI to defend him in this litigation and advised our IA he did not want to be defended by PNI. Therefore, we recommend declining coverage and/or a defense for either Portrait Homes or the insured.

HOME OFFICE DECISION:	
BY:	DATE:

Form 80-750 (Rev. 12/05)

AFFIDAVIT OF SERVICE

State of South Carolina **County of Berkeley** **Ninth Judicial Circuit Court**

Case Number: 2012-CP-08-3065

Plaintiff:
The Persimmon Hill Homeowners Association, Inc.
vs.
Defendant:
Portrait Homes-South Carolina, LLC, et al

FILED
13 SEP 18 PM 1:54
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

For:
Segui Law Firm, LLC
864 Lowcountry Blvd.
Suite A
Mount Pleasant, SC 29464

Received by Reynolds Professional Services, Inc. on the 13th day of August, 2013 at 1:46 pm to be served on **Jose Castillo, 11227 Eastfield Road, Huntersville, NC 28078**.

I, Ruth Reynolds, being duly sworn, depose and say that on the **8th day of September, 2013** at **10:15 am, I:**

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the **Amended Summons, Amended Complaint, Cover Letter from Segui Law Firm dated August 13, 2013** , to: **Jose Castillo** at the address of: **11227 Eastfield Road, Huntersville, NC 28078**,

I certify that I am over the age of 21 and a resident of North Carolina and not a party to the action.

DEFENDANT'S EXHIBIT NO. 80
PENGAD 800-631-6989

Ruth Reynolds

Ruth Reynolds
Process Server

Reynolds Professional Services, Inc.
Po Box 18585
Charlotte, NC 28218-0585
(704) 338-1775

Our Job Serial Number: REY-2013001156
Ref: Persimmon vs Portrait

Subscribed and Sworn to before me on the 9th day of September, 2013 by the affiant who is personally known to me.

NOTARY PUBLIC

WENDY L HENRICH NOTARY PUBLIC UNION COUNTY, NC My Comm. Exp. 11/21/2016

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AFFIDAVIT OF SERVICE

State of South Carolina **County of Berkeley** **Ninth Judicial Circuit Court**

Case Number: 2012-CP-08-3065

Plaintiff:
The Persimmon Hill Homeowners Association, Inc.

vs.

Defendant:
Portrait Homes-South Carolina, LLC, et al

For:
Segui Law Firm, LLC
864 Lowcountry Blvd.
Suite A
Mount Pleasant, SC 29464

FILED
2013 SEP 18 PM 1:54
MARY P. BRIGGS
CLERK OF COURT
BERKELEY COUNTY, SC

Received by Reynolds Professional Services, Inc. on the 13th day of August, 2013 at 1:46 pm to be served on **JJA Construction, Inc., dba JJA Framing c/o Jose Castillo, Registered Agent, 11227 Eastfield Road, Huntersville, NC 28078**.

I, Ruth Reynolds, being duly sworn, depose and say that on the **8th day of September, 2013** at **10:15 am, I:**

served an **AUTHORIZED** entity by delivering a true copy of the **Amended Summons, Amended Complaint, Cover Letter from Segui Law Firm dated August 13, 2013**, to: **Jose Castillo** as **Registered Agent** at the address of: **11227 Eastfield Road, Huntersville, NC 28078**, who stated they are authorized to accept service for **JJA Construction, Inc., dba JJA Framing**, and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 21 and a resident of North Carolina and not a party to the action.

PENGAD 800-631-6989 DEFENDANT'S EXHIBIT NO. 81

Ruth Reynolds

Ruth Reynolds
Process Server

Reynolds Professional Services, Inc.
Po Box 18585
Charlotte, NC 28218-0585
(704) 338-1775

Our Job Serial Number: REY-2013001157
Ref: Persimmon vs Portrait

Subscribed and Sworn to before me on the 9th day of September, 2013 by the affiant who is personally known to me.

NOTARY PUBLIC

WENDY L. HERRON NOTARY PUBLIC My Comm. Exp. 11/21/2016 PUBLIC NC UNION COUNTY, NC

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CAPSTONE ISG

Trae Allison, AIC
Branch Manager

February 19, 2014

Penn National Insurance
Attn: Gregg Gross

ggross@pnat.com

STATUS REPORT

Re:	Claim Number:	08861992
	Insured:	JJA Construction, Inc.
	Claimant:	Persimmon Hill Condos
	Date of Loss:	12/05/2003
	Loss Location:	Persimmon Hills Condos
	Our File Number:	8-7037

Dear Mr. Gross:

This acknowledges the above captioned request to reopen our file on 02/12/134 by your office. This will serve as our current status report.

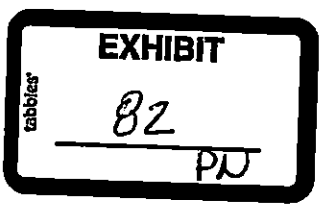
ASSIGNMENT:

We were instructed to complete the following tasks:

1) Check for perfection of service on suit files 2012-CP-08-3065 and 2012-CP-08-3066 with the Berkeley County Courthouse

INSURED:

As previously reported, the insured is identified as JJA Construction, Inc. The address is 9498 Highway 78, Lot 2 in Ladson, SC 29456. Two additional identities were provided as JJA Framing and/or Jose Castillio.



On 02/14/14 and 02/18/2014, we were successful in meeting with the Clerk of Court at the Berkeley County Court House in Moncks Corner, SC to investigate the following suit documents and if service were perfected against the named insured. The files had expanded to 3 expanded folders in each case. We reviewed the entire files for the documents needed

2012-CP-08-3065 – We researched the court case document of 2012-CP-08-3065 and located a letter from Ruth Reynolds, Process Server for Reynolds Professional Services, Inc., at PO Box 18585 in Charlotte, NC 28218-0585 dated for 09/09/13 stating that on 09/08/13 at 10:30 a.m. she delivered a true copy of the Amended Summons, Amended Complaint and Cover Letter from Sequi Law Firm dated August 13, 2013 to Jose Castillo as Registered Agent at the address of 11227 Eastfield Road in Huntersville, NC 28078 who stated that they were authorized to accept service for JJA Construction, Inc., doing business as JJA Framing. And informed said person of the contents therein, in compliance with state statutes. We enclose a copy of the sworn service.

We also enclose a copy of the Affidavit of Publication in The Post and Courier that ran 08/30/2013, 09/06/13 and 09/13/13 in the county of Charleston.

2012-CP-08-3066 – We researched the court case document of 2012-CP-08-3066 and located a letter from located a letter from Ruth Reynolds, Process Server for Reynolds Professional Services, Inc., PO Box 18585, Charlotte, NC 28218-0585 dated 09/09/13 stating that on 09/08/13 at 10:30 am she delivered a true copy of the Amended Summons, Amended Complaint and Cover Letter from Sequi Law Firm dated August 13, 2013 to Jose Castillo as Registered Agent at the address of 11227 Eastfield Road, Huntersville, NC 28078 who stated that they were authorized to accept service for JJA Construction, Inc., doing business as JJA Framing. And informed said person of the contents therein, in compliance with state statutes. We enclose a copy of the sworn service.

We also enclose a copy of the Affidavit of Publication in The Post and Courier that ran 08/30/2013, 09/06/13 and 09/13/13 in the county of Charleston.

FUTURE ACTIVITY:

1. Await further instructions

At this time, we are placing our file on a 21-day diary. Please feel free to contact the undersigned if there are any questions.

Very Truly Yours,

P O Box 3308 Irmo, SC 29063 Tel (803) 233-4377, Fax (803) 233-1345
www.capstoneisg.com

Capstone ISG

Gayle McLeod
Multi-Line Adjuster

Enclosures:

1) Affidavits of Perfected Service

P O Box 3308 Irmo, SC 29063 Tel (803) 233-4377, Fax (803) 233-1345
www.capstoneisg.com

AFFIDAVIT OF SERVICE

State of South Carolina **County of Berkeley** **Ninth Judicial Circuit Court**

Case Number: 2012-CP-08-3065

Plaintiff:
The Persimmon Hill Homeowners Association, Inc.

vs.

Defendant:
Portrait Homes-South Carolina, LLC, et al

For:
Segui Law Firm, LLC
864 Lowcountry Blvd.
Suite A
Mount Pleasant, SC 29464

FILED
2013 SEP 18 PM 1:14
MARY P. BRIGGS
CLERK OF COURT
BERKELEY COUNTY, SC

Received by Reynolds Professional Services, Inc. on the 13th day of August, 2013 at 1:46 pm to be served on **JJA Construction, Inc., dba JJA Framing c/o Jose Castillo, Registered Agent, 11227 Eastfield Road, Huntersville, NC 28078**.

I, Ruth Reynolds, being duly sworn, depose and say that on the **8th day of September, 2013** at **10:15 am, I:**

served an **AUTHORIZED** entity by delivering a true copy of the **Amended Summons, Amended Complaint, Cover Letter from Segui Law Firm dated August 13, 2013**, to: **Jose Castillo** as **Registered Agent** at the address of: **11227 Eastfield Road, Huntersville, NC 28078**, who stated they are authorized to accept service for **JJA Construction, Inc., dba JJA Framing**, and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 21 and a resident of North Carolina and not a party to the action.

Subscribed and Sworn to before me on the 9th day of September, 2013 by the affiant who is personally known to me.

NOTARY PUBLIC

WENDY L. HENRICH
NOTARY
My Comm. Exp. 11/21/2015
PUBLIC
UNION COUNTY, NC

Ruth Reynolds
Process Server

Reynolds Professional Services, Inc.
Po Box 18585
Charlotte, NC 28218-0585
(704) 338-1775

Our Job Serial Number: REY-2013001157
Ref: Persimmon vs Portrait

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AFFIDAVIT OF SERVICE

State of South Carolina | County of Berkeley | Ninth Judicial Circuit Court

Case Number: 2012-CP-08-3065

Plaintiff:
The Persimmon Hill Homeowners Association, Inc.

vs.

Defendant:
Portrait Homes-South Carolina, LLC, et al

FILED
13 SEP 18 PM 1:54
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

For:
Segui Law Firm, LLC
864 Lowcountry Blvd.
Suite A
Mount Pleasant, SC 29464

Received by Reynolds Professional Services, Inc. on the 13th day of August, 2013 at 1:46 pm to be served on **Jose Castillo, 11227 Eastfield Road, Huntersville, NC 28078.**

I, Ruth Reynolds, being duly sworn, depose and say that on the **8th day of September, 2013** at **10:15 am, I:**

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the **Amended Summons, Amended Complaint, Cover Letter from Segui Law Firm dated August 13, 2013** , to: **Jose Castillo** at the address of: **11227 Eastfield Road, Huntersville, NC 28078,**

I certify that I am over the age of 21 and a resident of North Carolina and not a party to the action.

Subscribed and Sworn to before me on the 9th day of September, 2013 by the affiant who is personally known to me.

NOTARY PUBLIC

WENDY L HENRICH
NOTARY PUBLIC
UNION COUNTY, NC
My Comm. Exp. 11/21/2016

Ruth Reynolds

Ruth Reynolds
Process Server

Reynolds Professional Services, Inc.
Po Box 18585
Charlotte, NC 28218-0585
(704) 338-1775

Our Job Serial Number: REY-2013001156
Ref: Persimmon vs Portrait

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LISA W. CASSIDY SEGUI LAW FIRM
864 LOWCOUNTRY BLVD SUITE A
MOUNT PLEASANT SC 29464

FILED
13 SEP 24 AM 10:56
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

AFFIDAVIT OF PUBLICATION

The Post and Courier

State of South Carolina

County of Charleston

Personally appeared before me the undersigned advertising clerk of the above indicated newspaper published in the city of Charleston, county and state aforesaid, who, being duly sworn, says that the advertisement of

(copy attached)

appeared in the issues of said newspaper on the following day(s):

08/30/13	**Fri**	**PC**	**09/13/13 Fri**	**CNW**
09/06/13	**Fri**	**PC**		
09/13/13	**Fri**	**PC**		
08/30/13	**Fri**	**CNW**		
09/06/13	**Fri**	**CNW**		

at a cost of **$680.17**
Account# **133026**
Order# **1028364**
P.O. Number: **HOA 3065**

Subscribed and sworn to before me this 17th day of Sept A.D. 2013

advertising clerk

NOTARY PUBLIC, SC
My commission expires

State Of South Carolina
County Of Berkeley
IN THE CIRCUIT COURT
FOR THE NINTH
JUDICIAL CIRCUIT
2012-CP-08-3065

THE PERSIMMON HILL HOMEOWNERS ASSOCIATION, INC., Plaintiffs,
vs.
PORTRAIT HOMES-SOUTH CAROLINA, LLC, PORTRAIT HOMES-PERSIMMON HILL, LLC, PASQUINELLI HOMEBUILDING, LLC, COLORWORKS CONSTRUCTORS, INC., JJA CONSTRUCTION, INC. D/B/A JJA FRAMING, JOSE CASTILLO D/B/A JJA FRAMING, JOSE GUTIERREZ, JAVIER MORENO, MECKLENBURG FRAMING, INC. D/B/A MECKLENBURG FRAMING, SAMUEL GLOVER D/B/A GLOVER'S BRICKWORK, GLOVER'S BRICKWORKS, INC., Z & Z, INCORPORATED, CHRISTOS PALLES & ASSOCIATES, LLC. D/B/A CHRIS PALLES & ASSOCIATES, DPM CONSTRUCTION, INC. D/B/A DPM MASONRY, UNITED SIDING SPECIALISTS, INC., TOM'S VINYL SIDING, LLC, SUPERIOR SOLUTION, LLC, ALL AMERICAN [illegible], Defendants.

Current Property Address:
4444 Lopwood Drive,
Ladson, SC 29456

TMS 260-00-00-277

No personal or deficiency judgment being demanded, the building will not remain open after the date of sale, but correspondence with the bid may be made immediately.

The property shall be sold for cash to the highest bidder. The highest bidder, other than the Plaintiff, will be required to deposit with the Master at the conclusion of the bidding, cash or certified check in the amount of five per cent (5%) of the bid the said deposit to be applied to the purchase price.

Should the highest bidder fail to comply with the bid within thirty days from the date of sale, the Master will resell the property at the risk and expense of the defaulting bidder upon the same terms as above set out. The Sheriff of

amount of five per cent (5%) of the bid-the said deposit to be applied to the purchase price.

Should the highest bidder fail to comply with the bid within thirty days from the date of sale, the Master will resell the property at the risk and expense of the defaulting bidder upon the same terms as above set out. The Sheriff of

SEGUI LAW FIRM PC

864 Lowcountry Boulevard
Suite A
Mount Pleasant, SC 29464

T 843-884-1865

Phillip W. Segui, Jr.
psegui@seguilawfirm.com

September 17, 2013

Clerk of Court
Berkeley County Court of Common Pleas
P.O. Box 219
Moncks Corner, SC 29461

RE: Cheryl L. Waker, on behalf of herself and others similarly situated v. Portrait Homes-South Carolina, LLC, Portrait Homes-Persimmon Hill, LLC, Pasquinelli Homebuilding, LLC, IFKY, Inc., d/b/a Colorworks, JJA Construction, Inc. d/b/a JJA Framing, Jose Castillo d/b/a JJA Framing, Jose Gutierrez, Javier Moreno, Mecklenburg Framing, Inc. d/b/a Mecklenburg Framing, Samuel Glover d/b/a Glover's Brickwork, Glover's Brickworks, Inc., Z & Z, Incorporated, Christos Palles & Associates, LLC d/b/a Chris Palles & Associates, DPM Construction, Inc. d/b/a DPM Masonry, United Siding Specialists, Inc., Tom's Vinyl Siding, LLC, Superior Solution, LLC, All American Roofing, Inc., Tony Frontiero d/b/a Tony Frontiero Paint Contractor, The Estate of Anthony Frontiero, Juan Luis Sanchez, and Alfonso Villavicenio d/b/a Alfonso's Painting, Scott Holland d/b/a H & C Construction Company, Heritage Construction Consultants, Inc., Robert H. Yarnall d/b/a Heritage Construction Consultants, Inc., Benjamin Mora d/b/a Mora Construction and Benjamin Mora Construction, LLC
Case No.: 2012-CP-08-3066

Dear Sir or Madam:

Please find enclosed the originals and one (1) copy each of the Acknowledgment of Acceptance of Service for Defendant IFKY, Inc., d/b/a Colorworks, Affidavit of Service on Defendant JJA Construction, Inc. d/b/a JJA Framing and Affidavit of Service on Defendant Jose Castillo in the above-referenced case. If you would, please file the originals and return the clocked copies to me in the self-addressed, stamped envelope enclosed.

Your assistance in this matter is greatly appreciated. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,

Phillip W. Segui, Jr.

PWS/lwc
Enclosure
cc: John T. Chakeris, Esquire (w/enclosure) - via electronic mail only
J. Blanton O'Neal, IV, Esquire (w/enclosure) - via electronic mail only
C. Tyson Nettles, Esquire (w/enclosure) - via electronic mail only
Sarah E. Wetmore, Esquire (w/enclosure) - via electronic mail only
Jeffrey A. Ross, Esquire (w/enclosure) - via electronic mail only
Sonaly K. Hendricks, Esquire (w/enclosure) - via electronic mail only
James D. Myrick, Esquire (w/enclosure) - via electronic mail only
William R. Warnock, Jr., Esquire (w/enclosure) - via electronic mail only
Andrew R. de Holl, Esquire (w/enclosure) - via electronic mail only
Julian K. Allen, Esquire (w/enclosure) - via electronic mail only

Kevin W. Mims, Esquire (w/enclosure) - via electronic mail only
Caroline C. McIntosh, Esquire (w/enclosure) - via electronic mail only
David A. Collins, Esquire (w/enclosure) - via electronic mail only
Shanna Milcetich Stephens, Esquire (w/enclosure) - via electronic mail only
E. Mitchell Griffith, Esquire (w/enclosure) - via electronic mail only
R. Patrick Flynn, Esquire (w/enclosure) - via electronic mail only
Matthew E. Cox, Esquire (w/enclosure) - via electronic mail only
C. Daniel Atkinson, Esquire (w/enclosure) - via electronic mail only
Ian W. Freeman, Esquire (w/enclosure) - via electronic mail only

AFFIDAVIT OF SERVICE

State of South Carolina | County of Berkeley | Ninth Judicial Circuit Court

Case Number: 2012-CP-08-3066

Plaintiff:
Cheryl L. Waker, et al
vs.
Defendant:
Portrait Homes-South Carolina, LLC, et al

FILED
2013 SEP 18 PM 1:55
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

For:
Segui Law Firm, LLC
864 Lowcountry Blvd.
Suite A
Mount Pleasant, SC 29464

Received by Reynolds Professional Services, Inc. on the 13th day of August, 2013 at 1:40 pm to be served on **JJA Construction, Inc. dba JJA Framing c/o Jose Castillo, Registered Agent, 11227 Eastfield Road, Huntersville, NC 28078.**

I, Ruth Reynolds, being duly sworn, depose and say that on the **8th day of September, 2013** at **10:15 am, I:**

served an **AUTHORIZED** entity by delivering a true copy of the **Amended Summons, Class Action Amended Complaint, Cover letter dated August 13, 2013 from Segui Law Firm,** to: **Jose Castillo** as **Registered Agent** at the address of: **11227 Eastfield Road, Huntersville, NC 28078,** who stated they are authorized to accept service for **JJA Construction, Inc. dba JJA Framing,** and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 21 and a resident of North Carolina and not a party to the action.

Subscribed and Sworn to before me on the 9th day of September, 2013 by the affiant who is personally known to me.

NOTARY PUBLIC

WENDY L. LEMARCH NOTARY PUBLIC UNION COUNTY, NC My Comm. Exp. 11/21/2015

Ruth Reynolds
Process Server

Reynolds Professional Services, Inc.
Po Box 18585
Charlotte, NC 28218-0585
(704) 338-1775

Our Job Serial Number: REY-2013001155
Ref: Waker vs Portrait Homes

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DWS

AFFIDAVIT OF SERVICE

State of South Carolina | County of Berkeley | Ninth Judicial Circuit Court

Case Number: 2012-CP-08-3066

FILED
13 SEP 18 PM 1:55
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

Plaintiff:
Cheryl L. Waker, et al

vs:

Defendant:
Portrait Homes-South Carolina, LLC, et al

For:
Segui Law Firm, LLC
864 Lowcountry Blvd.
Suite A
Mount Pleasant, SC 29464

Received by Reynolds Professional Services, Inc. on the 13th day of August, 2013 at 12:12 pm to be served on **Jose Castillo, 11227 Eastfield Road, Huntersville, NC 28078.**

I, Ruth Reynolds, being duly sworn, depose and say that on the **8th day of September, 2013** at **10:15 am, I:**

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the **Amended Summons, Class Action Amended Complaint; Cover letter dated August 13, 2013 from Segui Law Firm** , to: **Jose Castillo** at the address of: **11227 Eastfield Road, Huntersville, NC 28078,**

I certify that I am over the age of 21 and a resident of North Carolina and not a party to the action.

Subscribed and Sworn to before me on the 9th day of September, 2013 by the affiant who is personally known to me.

NOTARY PUBLIC

WENDY L. HENRICH
NOTARY PUBLIC
My Comm. Exp. 11/21/2016
UNION COUNTY, NC

Ruth Reynolds
Process Server

Reynolds Professional Services, Inc.
Po Box 18585
Charlotte, NC 28218-0585
(704) 338-1775

Our Job Serial Number: REY-2013001290
Ref: Waker vs Portrait Homes

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LISA W. CASSIDY SEGUI LAW FIRM
864 LOWCOUNTRY BLVD SUITE A
MOUNT PLEASANT SC 29464

FILED
13 SEP 24 AM 10:53
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

AFFIDAVIT OF PUBLICATION

The Post and Courier

State of South Carolina
County of Charleston

Personally appeared before me the undersigned advertising clerk of the above indicated newspaper published in the city of Charleston, county and state aforesaid, who, being duly sworn, says that the advertisement of

(copy attached)

appeared in the issues of said newspaper on the following day(s):

08/30/13	Fri	PC	09/13/13 Fri CNW
09/06/13	Fri	PC	
09/13/13	Fri	PC	
08/30/13	Fri	CNW	
09/06/13	Fri	CNW	

at a cost of	$686.10
Account#	133026
Order#	1028485
P.O. Number:	3066

Subscribed and sworn to before me this 16th day of Sept A.D. 2013

advertising clerk

NOTARY PUBLIC, SC
My commission expires

State Of South Carolina
County Of Berkeley
IN THE CIRCUIT COURT
FOR THE NINTH
JUDICIAL CIRCUIT
2012-CP-08-3066

CHERYL L. WAKER, on behalf of herself and others similarly situated, Plaintiffs,

vs.

PORTRAIT HOMES-SOUTH CAROLINA, LLC, PORTRAIT HOMES-PERSIMMON HILL, LLC, PASQUINELLI HOMEBUILDING, LLC, COLORWORKS CONSTRUCTORS, INC., JJA CONSTRUCTION, INC. D/B/A JJA FRAMING, JOSE CASTILLO D/B/A JJA FRAMING, JOSE GUTIERREZ, JAVIER MORENO, MECKLENBURG FRAMING, INC. D/B/A MECKLENBURG FRAMING, SAMUEL GLOVER D/B/A GLOVER'S BRICKWORK, GLOVER'S BRICKWORKS, INC., Z & Z, INCORPORATED, CHRISTOS PALLES & ASSOCIATES, LLC D/B/A CHRIS PALLES & ASSOCIATES, DPM CONSTRUCTION, INC. D/B/A DPM MASONRY, UNITED SIDING SPECIALISTS, INC., TOM'S VINYL SIDING, LLC, SUPERIOR SOLUTION, LLC, ALL AMERICAN ROOFING, INC., TONY FRONTIERO D/B/A TONY FRONTIERO PAINT CONTRACTOR, JUAN LUIS SANCHEZ, AND ALFONSO VILLAVICENIO D/B/A ALFONSO'S PAINTING, SCOTT HOLLAND D/B/A H & C CONSTRUCTION COMPANY, HERITAGE CONSTRUCTION CONSULTANTS, INC., AND ROBERT H. YARNALL D/B/A HERITAGE CONSTRUCTION CONSULTANTS, INC.,

Defendants.

AMENDED SUMMONS
(Jury Trial Demanded)

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, 864 Lowcountry Blvd., Suite A, Mount Pleasant, South Carolina 29464, 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 Plaintiffs in this action will apply to the Court for the relief demanded in the Complaint.

SEGUI LAW FIRM
By: John T. Baker, Esq. (Bar #69...)
P.O. Box 887
Charleston, SC 29402
(843) 855-5678
johnbakerlaw@...com
AND
THE GRAY LAW FIRM
By: Lisa W. Cassidy, Esq. (Bar #...)
Mount Pleasant, SC 29464
(843) ...
lisa@...
ATTORNEYS FOR PLAINTIFFS

THOMMOND, KIRCHNER, TIMMES & HELVERTON, P.A.
By: ...
...

Persimmon Hill HOA 0043



CAPSTONE ISG

Trae Allison, AIC
Branch Manager

March 13, 2014

Penn National Insurance
Attn: Gregg Gross

ggross@pnat.com

STATUS REPORT

Re:	Claim Number:	08861992
	Insured:	JJA Construction, Inc.
	Claimant:	Persimmon Hill Condos
	Date of Loss:	12/05/2003
	Loss Location:	Persimmon Hills Condos
	Our File Number:	8-7037

Dear Mr. Gross:

This will serve as our current status report following ours of 02/20/2014 regarding the above captioned claim.

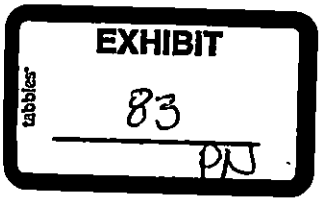
ASSIGNMENT:

As per your additional request of 03/13/2014, we were instructed to complete the following tasks:

1) Make a cold call to the insured to inquire about suit representation
2) Inquire if insured wishes that Penn National handle suit on their behalf
3) Obtain contact information on Jose Castillo.

INSURED:

As previously reported, the insured is identified as JJA Construction, Inc. The address provided by our office is 11227 Eastfield Road, Huntersville, NC 28078.



We will make a cold call to the insured and advise you immediately upon contact.

FUTURE ACTIVITY:

1) Make a cold call to the insured to inquire about suit representation
2) Inquire if insured wishes that Penn National handle suit on their behalf
3) Obtain contact information on Jose Castillo.

At this time, we are placing our file on a 30-day diary. Please feel free to contact the undersigned if there are any questions.

Very Truly Yours,
Capstone ISG

Gayle McLeod
Multi-Line Adjuster

P O Box 3308 Irmo, SC 29063 Tel (803) 233-4377, Fax (803) 233-1345
www.capstoneisg.com

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY Portrait Homes – SC, LLC, and Portrait Homes – Persimmon Hill, LLC, Plaintiffs, v. Pennsylvania National Mutual Casualty Insurance Company, and The Persimmon Hill Homeowners Association, Inc., Defendants. The Persimmon Hill Homeowners Association, Inc., Third-Party Plaintiff, v. Jose Castillo d/b/a JJA Framing and JJA Construction, Inc. d/b/a JJA Framing, Third-Party Defendants.	IN THE COURT OF COMMON PLEAS FOR THE NINTH CIRCUIT Civil Action No.: 2014-CP-08-2757 **ORDER AS TO PERSIMMON HILL HOMEOWNERS ASSOCIATION, INC.'S CLAIMS OF BAD FAITH, BREACH OF CONTRACT AND DECLARATORY JUDGMENT AGAINST PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY**

This case began as a declaratory judgment action filed by Portrait Homes – SC, LLC, and Portrait Homes – Persimmon Hill, LLC (hereinafter collectively referred to as "Portrait") against Pennsylvania National Casualty Insurance Company (hereinafter "Penn National") for Portrait's claim that it was an additional insured under various insurance policies issued to Jose Castillo d/b/a JJA Framing and JJA Construction, Inc. d/b/a JJA Framing (hereinafter "JJA"), the primary framer, window, and window flashing installer in the construction of the project known as Persimmon Hill in Goose Creek, South Carolina. The Persimmon Hill Homeowners Association, Inc. (hereinafter "HOA") was named a party in this declaratory judgment action and asserted

crossclaims against Penn National seeking a declaratory judgment as to whether Penn National's policies provided insurance coverage to its insureds, JJA. Subsequent to the filing of the HOA's crossclaims against Penn National for a declaration of coverage, JJA assigned all of its rights as an insured under Penn National's policies, including bad faith, to the HOA following the HOA obtaining judgment against JJA. The trial of this case was to determine if Portrait was an additional insured under Penn National's insurance policies issued to JJA, whether the judgment obtained by the HOA against JJA was covered in whole or in part under Penn National's policies and whether Penn National committed bad faith along with the determination of damages, if any. The issues were tried non-jury. The trial began in February. Following four days of testimony, the trial recessed. The trial resumed in May and lasted another three days. The issues are now ripe for adjudication.

This Order only addresses the determination of whether the judgment the HOA obtained against JJA is covered in whole or in part under Penn National's policies and whether Penn National acted in bad faith along with the damages, if any, for these claims. The determination of whether Portrait is an additional insured under Penn National's policies is addressed in a separate order.

Based upon careful consideration of the evidence over the seven (7) days of trial, weighing the credibility and testimony of the witnesses, and giving the proper weight to the evidence in this case, I make the following findings of fact and conclusions of law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

This case involves a coverage dispute and claims of bad faith over eight (8) years of Commercial General Liability ("CGL") policies that Penn National sold to Jose Castillo d/b/a JJA Framing Company, JJA Framing Company, and JJA Construction Inc.

Portrait was the developer and general contractor of the townhomes known as Persimmon Hill (hereinafter "Persimmon Hill" or "the Project"). (Pl. Exs. 1, 2, 3, and 4). It was determined during the underlying case that JJA was the subcontractor of Portrait who framed, and installed the windows, window flashings, and weather barrier in approximately 85% of the units at Permission Hill. Trial Tr. vol. 1, 97. Portrait believed that the majority of the water intrusion damages were a result of JJA's defective work. Trial Tr. vol. 1, 116-120. Persimmon Hill consists of 388 townhome units in 74 buildings located in Goose Creek, South Carolina. The Persimmon Hill community is governed by covenants and restrictions that are recorded in Berkeley County and impose rights and obligations for the Association to perform in the governance, operation, and maintenance of the community including the right and obligation to bring the construction defect lawsuit (hereinafter referred to as "the underlying lawsuit").

Penn National first became aware of the Persimmon Hill construction defect action by letter from Portrait's counsel dated June 5, 2013. This letter transmitted the amended complaint in the underlying lawsuit, the HOA's forensic engineering report, and also put Penn National on notice of the HOA's claims against its insured JJA and Portrait's demand for additional insured status under the JJA insurance policies. (Pl. Ex. 6). The claim was assigned to Penn National's adjuster Greg Gross who was an experienced claims handler in adjusting commercial general liability claims. At the outset of the claim, Mr. Gross and Penn National knew after receiving the June 5, 2013, correspondence containing the engineering report that JJA's liability exposure in the underlying lawsuit was likely in the millions of dollars. Trial Tr. vol. 1, 335-336; 436. Penn further knew that the HOA's pleadings triggered coverage for JJA under the Penn policies. Trial Tr. vol. 1, 335. The HOA's Complaint alleged, among other things, water intrusion caused damage and deterioration to the townhomes at Persimmon Hill as a result of improper construction to include

the flashing and window installation performed by JJA. (Pl. Exs. 1, 2, 3, 4, and 6). The Complaint asserted claims of negligence, gross negligence, breach of warranties, and unfair trade practices against Portrait, JJA and other defendants. *Id.*

Fifteen (15) days after opening this claim, Greg Gross met with his superiors including his regional claim's office team leader, Gary Gibson, and Penn National's home office in-house legal counsel, Adam Parsons, to discuss the handling of this claim. (Pl. Ex. 58, 2). It was determined that Penn National would not retain counsel on JJA's behalf until JJA specifically requested a defense. *Id.* The Penn National unilaterally imposed requirement of an insured having to specifically request a defense prior to Penn National hiring defense counsel is separate and distinct from the notice and cooperation conditions found in the insuring agreement under the Duties in the Event of Occurrence, Claim or Suit Section. Mr. Gross testified that "when a lawsuit is filed against a Penn National insured, they've got to do two things: Number one is the pleadings have to trigger coverage . . . . Then there is a second hurdle they've got to jump through which is, they got to request a defense from Penn National . . . [.]" Trial Tr. vol. 1, 331. Mr. Gross testified that this second hurdle was not a term or condition contained in any of the insuring agreements that he had ever seen at Penn National, and that he told management he didn't believe imposing this requirement of specifically having to request a defense was proper. Trial Tr. vol. 1, 332. Adjuster Greg Gross further testified that it was not a requirement of any of the four (4) other insurance companies he had previously been employed at adjusting claims. *Id.* at 333.

Penn National's adjusting of the HOA's claims against JJA included attempting to send correspondence to JJA on three (3) separate occasions and hiring an independent claims adjuster to cold call JJA to inquire whether JJA wanted Penn National to provide a defense. Penn National's first effort to contact JJA was after its adjuster could not locate JJA's contact information in an

internet search. E-mail and phone contact information for JJA were available in the Penn National system, but there was no meaningful effort made to locate this information. Penn National's first correspondence was the first of three Reservation of Rights ("ROR") letters to JJA dated September 21, 2013, sent by certified mail to 9496 Highway 78, Lot 2, Ladson, South Carolina 29458. (HOA Ex. 14). Also, on September 21, 2013, Penn National's adjuster made a claim's log entry: "Effective 07/29/2009 the insured address is changed to 11227 Eastfield Rd., Huntersville, NC 28078." (Pl. Ex. 58, 7). The first sentence of the ROR states, "Penn National Insurance acknowledges receipt of the above referenced claim." (HOA Ex. 14). The ROR further maintained that "construction defects appear to be resultant in water intrusion and deterioration as a result" and "[i]t appears from the contracts/purchase orders in the file that construction commenced in 2002." (HOA Ex. 14). Penn National noted the date of loss as December 5, 2003. *Id.* The ROR was "cut and paste" correspondence that also misapplied policy language for the Duty in the Event of an Occurrence Section that had been amended by an Extended Coverage Endorsement. The ROR went on to state it was "not a denial of coverage, but rather to inform JJA of potential coverage issues. Any actions taken by Penn National in the investigation of this matter, or in negotiating for a compromise settlement, or in making any settlement, or in defending this claim, or in any way acting or failing to act, shall not constitute an admission of liability or an admission of coverage." *Id.* On the same day, the following plan was noted in Penn National's claims log:

> PLAN: ROR has been sent to the insured today via certified mail. If the insured receives and requests a defense on these complaints, there is a probable defense obligation due to the negligence count in the complaint and the trigger of coverage in South Carolina. Diaried two weeks for acceptance of ROR. If letter comes back unclaimed will issue CQR[1] to HOC[2] for review of coverage (i.e., insured has not demanded a defense to date).

[1] CQR refers to Coverage Question Report. Trial Tr. vol. 1, 340-341.
[2] HOC refers to Home Office Counsel, Adam Parsons. Trial Tr. vol. 1, 339.

(Pl. Ex. 58, 8).[3] This correspondence was never received by JJA because Penn National sent it to a four (4) year old former address. Penn National did not have a certified mail green card receipt signed by JJA for this ROR in its file.

Mr. Gross also was directed to hire an independent adjuster to go to the Berkeley County Courthouse to review the Clerk of Court's file for an affidavit of service to see if and when JJA was served. (Pl. Ex. 58, 2; HOA Ex. 16; and Penn Ex. 22). The independent adjuster, Gayle McLeod, of Capstone ISG made two (2) trips to the Berkeley County courthouse to see if the Clerk's file contained an affidavit of service on JJA in the underlying case. (Pl. Ex. 58; Penn Ex. 82). As of the time of the independent adjuster's first trip to the courthouse, JJA had not been served. (Pl. Ex. 58, 3). During the second visit to the courthouse, the independent adjuster noted there was an affidavit of service on JJA in the Clerk of Court's file wherein JJA had been served on September 8, 2013. (Pl. Ex. 58, 9). The independent adjuster then advised Penn National that JJA had been served. (Pl. Ex. 58, 9; Penn Ex. 82). Penn National did not attempt to contact JJA to inquire about service utilizing the phone and e-mail contact information for JJA that were contained in its file, however, Penn National did utilize this contact information to reach JJA to perform year end premium audits to determine how much, if any, additional insurance premiums JJA owed. Trial Tr. vol. 1, 270-274; Trial Tr. vol. 2, 366.

From June 5, 2013, when Penn National was first put on notice of this claim by Portrait's counsel's correspondence and the time the independent adjuster advised Penn National that JJA had been served, there were already five (5) different entries in Penn National's claims log noting that JJA was required to request a defense before Penn National's duty to defend was triggered. (Pl. Ex. 58, at 2, 3, 8, and 9). Moreover, just one week prior to the independent adjuster informing

[3] In South Carolina, all contracts of insurance on property, lives, or interests are considered to be made in this State and are subject to South Carolina laws. S.C. Code Ann. § 38-61-10.

Penn National that JJA had been served, Penn National's adjuster had planned to deny coverage. This entry in the claim log states: "I emailed IA[4] today to check again to see if service has been perfected against the insured. If not, will send CQR to GG[5] for review to send to HOC to recommend that no coverage be afforded any entity as the insured has not come forward requesting a defense *and/or in violation of the conditions portion of the policy*." (Pl. Ex. 58, 9) (emphasis added).

After the independent adjuster informed Penn National that JJA had been served, Penn National's adjuster noted the following plan in the claim log on March 13, 2014:

> PLAN:
> I am going to have IA go to the home of the above and determine from the registered agent what their intentions are with this lawsuit. Are they requesting a defense? If no answer at that point, we have done everything we can do to discuss the case with the insured and will then issue a CQR requesting denial of coverage for defense of the lawsuit and the tender from the GC.

(Pl. Ex. 58, 9). Capstone ISG, the same company hired to go to the courthouse to determine if an affidavit of service as to JJA had been filed, was hired to complete this additional, but limited, task. The instructions given by Penn National to Gayle McLeod at Capstone ISG for her additional task were:

1) Make a cold call to the insured to inquire about suit representation,
2) Inquire if insured wishes that Penn National handle suit on their behalf.
3) Obtain contact information on Jose Castillo.

(HOA Ex. 7).

During this time while Penn National had hired an independent adjuster to make a cold call on JJA to ask if JJA wanted the policy benefits to which it was already entitled, counsel for the HOA submitted notice of the claim to Penn National by letter dated April 24, 2014. This

[4] IA refers to Independent Adjuster. Trial Tr. vol. 1, 342.
[5] GG refers to Gary Gibson. Trial Tr. vol. 1, 341.

correspondence stated that no one had filed an Answer on behalf of their insured and that if no answer were filed within fifteen (15) days an Order of Default and Judgment would be sought. (HOA Ex. 8). This notice came nearly eleven (11) months after Portrait's counsel had initially notified Penn National of the Persimmon Hill litigation. Penn National acknowledged receipt of the correspondence from the HOA's counsel on May 8, 2014, e-mailing the HOA's counsel requesting a 30-day extension of time therein to respond to the complaint to which the HOA counsel agreed to the extension. (HOA Ex. 9). No Answer was ever filed. Trial Tr. vol. 1, 364-365. An Order of Default was entered on December 22, 2014, more than seven (7) months after Penn National requested an extension. (HOA Ex. 12). At no point in time during the pendency of the underlying case did Penn National consider filing a declaratory judgement action or having separate adjusters for the liability and coverage aspects of the claim.

On the Saturday morning of May 10, 2014, Gayle McLeod made a cold call on JJA by showing up unannounced and walking into the open garage of Mr. Castillo's home in Huntersville, North Carolina, and knocking on his backdoor. (HOA Ex. 24; Trial Tr. vol. 2, 91). According to Ms. McLeod, she spoke with Mr. Castillo (JJA) in his garage for ten (10) minutes. Trial Tr. vol. 2, 96-97. Mr. Castillo had not physically mailed the Complaint to Penn National although Penn National knew the details of the claim. Ms. McLeod asked if JJA wanted Penn National to defend JJA in the underlying case but did not disclose any other relevant information regarding the claim that had been known to Penn National since receiving Portrait's counsel's correspondence on June 5, 2013. Penn National could have had Ms. McLeod inform JJA of the details of the HOA's forensic engineer report it reviewed and also could have disclosed that the liability exposure to JJA, including Mr. Castillo personally, was multi-millions of dollars; facts known to Penn National for over eleven (11) months prior to Ms. McLeod's cold call. Penn National also could have had

Ms. McLeod inform Mr. Castillo that the defense she was inquiring as to whether or not JJA wanted was a policy benefit that already existed as part of JJA paying insurance premiums to Penn National for eight (8) years. JJA would be waiving a policy benefit to which it was entitled at no cost if JJA declined a defense. Ms. McLeod did not provide this information to Mr. Castillo during the cold call because she was not asked to do so by Penn National. Mr. Castillo (JJA) responded that he did not want a defense. Trial Tr. vol. 2, 96-97. Without providing JJA the requisite information that Penn National had in its possession, Penn National misled JJA with respect to the claim, coverage and policy benefits to which it was entitled. Penn National's own claims adjuster testified that there would be no reason or benefit to an insured to decline a defense. Trial Tr. vol. 1, 365-366. Mr. Castillo is sixty-one (61) years old and has a 6th-grade education. He is able to only speak conversational English. Trial Tr. vol. 2, 361. Mr. Castillo, who traveled from Huntersville, North Carolina and testified voluntarily at trial without being under subpoena, testified that had Ms. McLeod asked him "would you like Penn National to hire a lawyer" for which he had already paid for, he would have told her yes to Penn National hiring counsel to defend JJA in the underlying case. *Id.* at 397. During this cold call, Ms. McLeod did not obtain a signed or recorded statement from Mr. Castillo because Penn National did not ask her to do so in violation of its own claims handling manual which requires a recorded statement be taken from the named insured. Trial Tr. vol. 2, 120; HOA Ex. 21.

Penn National acknowledges that as of the time of Ms. McLeod's discussion with Mr. Castillo in his garage, JJA had met the Duties in the Event of an Occurrence, Claim or Suit section of the policy, albeit Penn National was not applying the correct Duties provision. Penn National further acknowledged at this point when Mr. Castillo and Ms. McLeod had the discussion in his

garage, there was not anything JJA had refused to do that Penn National had asked him to do. Trial Tr. vol. 1, 367.

Penn National could have asked Ms. McLeod to investigate the claim while performing the in-person cold call on JJA, but she did not because she was not asked to do so. Ms. McLeod testified regarding her speaking with Mr. Castillo:

> Q: Did you ask him about the Persimmon Hill project?
> A: No.
> Q: Did you ask him what his scope of work was?
> A: No.
> Q: Did you ask him where he kept his file materials for the project?
> A: No.
> Q: Did you tell him it was important that you get a copy of those or, at least, be allowed to look at them?
> A: No.
> Q: Did you even ask him if he had worked on the Persimmon Hill project or not?
> A: No.
> Q: Did you ask him to do anything whatsoever that could have helped with the investigation of this claim or his defense?
> A: No.

Trial Tr. vol. 2, 121. Had Ms. McLeod asked Mr. Castillo for the Persimmon Hill project file, pay records, or anything else to help Penn National investigate the claim, Mr. Castillo would have cooperated and attempted to provide the requested information. *Id.* at 370-371. Moreover, had Penn wanted to inquire as to the details of JJA's business operations, Mr. Castillo would have told them that JJA Framing was his sole proprietorship and operated as one in the same business as JJA Construction, Inc. with both having the same location, same employees, same trucks, same telephone number and same federal ID number. Trial Tr. vol. 2, 357-358.[6] An insurance company performing an adequate investigation of a claim is not limited to obtaining information solely from its insured and should seek relevant claims information from other sources that may have such

[6] There was a policy name change form submitted March 2, 2005. Pl. Ex. 18.

information as required in the Penn National claims adjusting practices manual. (HOA Ex. 21). Penn National had the opportunity to investigate the claim by obtaining information from JJA, Portrait, other Penn National insureds with small liability exposure that were also Defendants in the underlying case or their counsel, the HOA's counsel, or from other sources including former employees of the named insured. Greg Gross testified that the opportunity to investigate the claim existed but Penn National made the decision not to perform an investigation because the insured did not request a defense. Trial Tr. vol. 1, 370.

On August 11, 2014, Penn National sent additional ROR correspondence by certified mail to JJA again to the four-years-stale prior old former Ladson, South Carolina address rather than the correct Huntersville, North Carolina address. Similar to the prior correspondence, this too was "cut and paste" correspondence that misapplied policy language for the Duty in the Event of an Occurrence Section that had been amended by an Extended Coverage Endorsement. The correspondence stated that if Penn National didn't hear from JJA by August 31, 2014, "Penn National will be faced with no alternative to deny coverage based upon a breach of the above noted conditions of the policy as, to date, we have had no cooperation from anyone from the above noted insured." (HOA Ex. 15). This correspondence was never received by JJA. Penn National also did not have a certified mail green card receipt signed by JJA for this ROR in its file.

Penn National sent the third and final ROR correspondence to JJA on October 2, 2014. (Pl. Exs. 35 and 36). This correspondence was sent by certified mail to both the four-years-stale prior Ladson, South Carolina, address and the correct Huntersville, North Carolina address. (Pl. Exs. 35 and 36). Just as with the prior two ROR letters, this was also "cut and paste" correspondence that misapplied policy language for the Duty in the Event of an Occurrence Section that had been amended by an Extended Coverage Endorsement. The certified letter mailed to the Huntersville,

North Carolina, address was returned to sender as unclaimed. (Pl. Ex. 58, 16). Mr. Castillo testified that he leaves his house at sunup to go to work and returns home at sundown and isn't at home during daytime hours when mail delivery occurs. His working hours were 7:00 am to 7:00 or 8:00 pm at this time. Trial Tr. vol. 2, 367. This correspondence also could have been sent with a carbon copy regular first-class mail which would have been delivered to his residence with regular postal delivery which does not require a signature, but it was not. The ROR provided the following reasoning for declining coverage:

> Our office sent a representative of Capstone ISG to the residence of Jose Castillo located at 11227 Eastfield Road in Huntersville, North Carolina. Mr. Castillo explained to the representative of Capstone, ISG that he did not want Penn National to defend him or JJA for the aforementioned lawsuits. Therefore, Penn National Insurance will not provide a defense and/or indemnity for these lawsuits at this time.

(Pl. Exs. 35 and 36). The Penn National adjuster acknowledged that JJA never received this correspondence either. Trial Tr. vol. 1, 376. JJA was never informed by Penn National that it was denying coverage. Trial Tr. vol. 2, 372.

On December 16, 2014, Penn National's adjuster entered the following two (2) entries: 1) Coverage disclaimers in place. No further pushback. File closed to archives; 2) Coverage disclaimer; close if no push. (Pl. Ex. 58, 17). Thereafter on January 15, 2015, the adjuster's supervisor, Gary Gibson, entered the following entry:

> Reviewed on TL diary. I note the activity since my last review. Coverage was previously declined. The NI[7] has not pursued further. The file has been closed w/o payment.
> I will not continue to follow this file. GHG[8] should advise me of any adverse developments.

Id.

[7] NI refers to Named Insured.
[8] GHG refers to Greg H. Gross.

Penn National had the opportunity to investigate the claim and provide a defense to JJA but chose not to. As a result of Penn National's failure to provide JJA a defense, an Order of Default was entered against JJA on December 22, 2014, nearly nineteen (19) months after being on notice of the lawsuit. (HOA Ex. 12). Penn National was also put on notice of the entry of default by correspondence dated July 1, 2015, from HOA's Counsel, but did nothing. (Pl. Ex. 58, 17; HOA Ex. 12). On July 13, 2015, their claims file noted: "Our office has received a court order of default. Copy in file. Coverage disclaimer in place due to no cooperation from the insured. Our file remains closed." (Pl. Ex. 58, 17). Over a year later, on July 13, 2016, a Default Judgment was entered against JJA in the amount of $4,156,976.89 by the Honorable Dale Van Slambrook. (HOA Ex. 13). Post judgment interest has been accruing at the statutory rate. After the entry of the Judgment, JJA assigned all of its rights under the Penn National policies to the HOA by written assignment dated December 13, 2006. (HOA Ex. 20). The assignment provides that the HOA will try to collect the judgment amount from Penn National through this case prior to seeking to levy JJA's assets. I find this assignment to be a valid assignment of JJA's policy rights and claims to the HOA for all of the rights and claims of Jose Castillo d/b/a JJA Framing and JJA Construction, Inc. d/b/a JJA Framing as testified to by Mr. Castillo at the trial.

LAW

"A suit for a declaratory judgment is neither legal nor equitable, but is determined by the nature of the underlying issue." *City of Hartsville v. S.C. Mun. Ins. & Risk Fin. Fund,* 382 S.C. 535, 543, 677 S.E.2d 574, 578 (2009) (quoting *Felts v. Richland County*, 303 S.C. 354, 356, 400 S.E.2d 781, 782 (1991)). "A suit to determine coverage under an insurance policy is an action at law." *Id.* (citing *State Farm Mut. Auto. Ins. Co. v. James*, 337 S.C. 86, 93, 522 S.E.2d 345, 348-49 (Ct. App. 1999)). A breach of contract claim is an action at law. Bad faith is a tort action that

is an action at law. *Nichols v. State Farm Mut. Auto. Ins. Co.*, 279 S.C. 336, 306 S.E.2d 616 (1983).

It is well settled law in South Carolina that "[i]nsurance policies are subject to the general rules of contract construction." *B.L.G. Enterprises v. First Fin. Ins. Co.*, 334 S.C. 529, 535, 514 S.E.2d 327, 330 (1999) (citing *Diamond State Ins. Co. v. Homestead Industries, Inc.*, 318 S.C. 231, 236, 456 S.E.2d 912, 915 (2005); *Sloan Constr. Co. v. Central Nat'l Ins. Co. of Omaha*, 269 S.C. 183, 185, 236 S.E.2d 818, 819 (1977)). "Courts must enforce, not write, contracts of insurance, and their language must be given its plain, ordinary and popular meaning." *Sloan Constr. Co.*, 269 S.C. at 185, 236 S.E.2d at 820 (citing *First National Bank of S.C. v. U.S.F. and G. Co.,* 373 F. Supp. 235, 239 (D.C. 1974); *Blanton v. Nationwide Mutual Ins. Co.*, 247 S.C. 148, 146 S.E.2d 156 (1966); 5 Corbin on Contracts, § 1037).

"An insurance policy is to be liberally construed in favor of the insured and strictly construed against the insurer." *Am. Credit of Sumter, Inc. v. Nationwide Mut. Ins. Co.*, 378 S.C. 623, 628–29, 663 S.E.2d 492, 495 (2008) (citing *Kraft v. Hartford Ins. Companies*, 279 S.C. 257, 305 S.E.2d 243 (1983)). "[E]xclusions in an insurance policy are always construed most strongly against the insurer." *Id.* at 629, 663 S.E.2d at 495 (citing *Century Indem. Co. v. Golden Hills Builders, Inc.*, 348 S.C. 559, 561 S.E.2d 355 (2002)). "Any ambiguity in the policy must be construed most favorably to the insured." *State Auto Property & Casualty Co. v. Brannon*, 310 S.C. 388, 391, 426 S.E.2d 810, 811 (Ct. App. 1992) (citing *Turkett v. Gulf Life Insurance Co.*, 279 S.C. 309, 306 S.E.2d 602 (1983)). "[I]nsurers have the right to limit their liability and to impose conditions on their obligations provided they are not in contravention of public policy or a statutory prohibition." *S.C. Farm Bureau Mut. Ins. Co. v. Dawsey*, 371 S.C. 353, 356, 638 S.E.2d 103, 104

(Ct. App. 2006) (citing *B.L.G. Enters. v. First Fin. Ins. Co.*, 334 S.C. 529, 535–36, 514 S.E.2d 327, 330 (1999)).

"The court should not torture the meaning of policy language in order to extend or *defeat coverage* that was never intended by the parties." *State Auto Prop. & Cas. Co. v. Brannon*, 310 S.C. 388, 391, 426 S.E.2d 810, 811 (Ct. App. 1992) (emphasis added) (citation omitted). "Ambiguous or conflicting terms in an insurance contract should be construed liberally in favor of the insured and strictly construed against the insurer." *Spinx Oil Co. v. Federated Mut. Ins. Co.*, 310 S.C. 477, 481, 427 S.E.2d 649, 651 (1993) (citation omitted). Additionally, "[f]orfeitures of insurance contracts are not favored in South Carolina." *Puckett v. State Farm Gen. Ins. Co.*, 314 S.C. 371, 374, 444 S.E.2d 523, 524 (1994) (citing *Johnson v. South State Ins. Co.*, 288 S.C. 239, 341 S.E.2d 793 (1986)).

"If the underlying complaint creates a possibility of coverage under an insurance policy, the insurer is obligated to defend." *City of Hartsville v. S.C. Mun. Ins. & Risk Fin. Fund,* 382 S.C. 535, 543, 677 S.E.2d 574, 578 (2009) (citing *Gordon-Gallup Realtors, Inc. v. Cincinnati Ins. Co.*, 274 S.C. 468, 265 S.E.2d 38 (1980)). "The defense of such suits by the insurer is a valuable right of the insured for which he pays and to which he is entitled by the very words of the policy." *Nationwide Mut. Ins. Co. v. Simmonds*, 315 S.C. 404, 407, 434 S.E.2d 277, 278 (1993) (quoting *American Casualty Company v. Howard*, 187 F.2d 322, 327 (4th Cir. 1951)). "An insurance company fails to defend at its own peril. . . ." *Stroup Sheet Metal Works, Inc. v. Aetna Cas. & Sur. Co.*, 268 S.C. 203, 212-13, 232 S.E.2d 885, 888 (1977). "Where an insurer refuses to undertake the defense of an action against the insured based upon a claim within the coverage of the insurance policy, it thereby breaches the contract of insurance and is liable to the insured for all damages resulting to such insured as a direct result of such refusal and breach." *Fuller v. Eastern Fire &*

Casualty Ins. Co., 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962) (citing *Liberty Mutual Ins. Co. v. Atlantic Coast Line Ry. Co.*, 66 Ga. App. 826, 19 S.E.2d 377 (1942); *Butler Bros. v. American Fidelity Co.*, 120 Minn. 157, 139 N.W. 355 (1913)). Further, "[a]n insurer who unreasonably refuses or fails to settle a covered claim within the policy limits is liable to the insured for the entire amount of the judgment obtained against the insured regardless of the limits contained in the policy." *Doe v. S.C. Med. Malpractice Liab. Joint Underwriting Ass'n*, 347 S.C. 642, 649, 557 S.E.2d 670, 674 (2001) (citing *Trotter v. State Farm Mut. Auto Ins. Co.*, 297 S.C. 465, 475, 377 S.E.2d 343, 349 (Ct. App. 1988)). "An insurer's duty to defend is separate and distinct from its obligation to pay a judgment rendered against an insured." *City of Hartsville v. S.C. Mut. Ins. Co.*, 382 S.C. 535, 544, 677 S.E.2d 574, 578 (2009) (citing *Sloan Constr. Co. v. Cent. Nat'l Ins. Co. of Omaha*, 269 S.C. 183, 236 S.E.2d 818 (1977)). "However, these duties are interrelated." *Id.* The obligation to pay "those sums the insured becomes legally obligated to pay as damages because of 'bodily injury' or 'property damage' to which this insurance applies" arises out of the insuring agreement. (Pl. Exs. 13A, at 25; 14, at 39; 17, at 21; 21, at 40; 27, at 31; 29, at 33; 33, at 33; and 34, at 26).

"As a general rule, insurers have the right to limit their liability and to impose conditions on their obligations provided they are not in contravention of public policy or some statutory inhibition." *Williams v. Gov't Emples, Ins. Co.*, 409 S.C. 586, 598, 762 S.E.2d 705, 712 (2014) (citations omitted). The notice and cooperation conditions section of nearly every insurance policy (Duties in The Event of Occurrence, Claim or Suit) requires the insured to timely notify its insurer when a lawsuit is filed against the insured as explained by the South Carolina Supreme Court:

> Nearly every insurance policy contains a provision requiring the insured to timely notify its insurer when a lawsuit is filed against the insured. Common sense dictates that the insurer must have notice of a claim or lawsuit in order to properly investigate and defend against it, and these

clauses ensure that the insurer receives notice by imposing this obligation on the insured. *Factory Mut. Liab. Ins. Co. of Am. v. Kennedy*, 256 S.C. 376, 381, 182 S.E.2d 727, 729 (1971). . . . Courts eventually recognized the potential inequities in permitting an insurer to avoid coverage to an innocent third party merely because the at-fault party–the insured–did not inform its insurer of a lawsuit. Accordingly, many jurisdictions, including South Carolina, judicially adopted a notice-prejudice rule, whereby the insurer had the burden to show that it was substantially prejudiced by the failure of its insured to comply with the notice and cooperation provisions. *Vermont Mut. Ins. Co. v. Singleton By & Through Singleton*, 316 S.C. 5, 12, 446 S.E.2d 417, 421 (1994) ("Where the rights of innocent third parties are jeopardized by a failure of the insured to comply with the notice requirements of an insurance policy, the insurer must show substantial prejudice to the insurer's rights."); *Factory Mutual*, 256 S.C. at 381, 182 S.E.2d at 729-30 ("[W]e think the sound rule to be that, in an action affecting the rights of innocent third parties under an automobile liability insurance policy, the noncompliance by the insured with policy provisions as to notice and forwarding suit papers will not bar recovery, unless the insurer shows that the failure to give such notice has resulted in substantial prejudice to its rights."); *Squires v. Nat'l Grange Mut. Ins. Co.*, 247 S.C. 58, 67, 145 S.E.2d 673, 677 (1965) (placing the burden of proof on the insurer to demonstrate substantial prejudice). This rule prevented an insurer from relying on an immaterial breach by its own insured as a defense to paying an injured third party. Throughout the latter part of the twentieth century, the notice-prejudice rule continued to gain support, and it is now clearly the majority rule. *Century Sur. Co. v. Hipner, LLC*, 2016 WY 81, 377 P.3d 784, 788 (Wyo. 2016) ("A vast majority of jurisdictions now following the modern trend and have adopted the notice-prejudice rule."). . . . The driving force behind the notice-prejudice rule is that there is "no sound reason . . . to permit a mere technical noncompliance to deprive an innocent third party of benefits to which he would otherwise be entitled." *Factory Mut. Liab. Ins. Co. of Am. v. Kennedy*, 256 S.C. 376, 381, 182 S.E.2d b727, 729 (1971). Rather than provide a "technical escape-hatch" for the insurer to deny coverage, the notice-prejudice rule balances both interests without a wholesale prohibition of these clauses. *See State ex rel. Div. of Admin., Office of Risk Mgmt. v. Nat'l Union Fire Ins. Co. of Louisiana*, 56 So. 3d 1236, 1246 (La. Ct. App. 2011) ("The function of the notice requirements is simply to prevent the insurer from being prejudiced, not to provide a technical escape-hatch by which to deny coverage in the absence of prejudice nor to evade the fundamental protective purpose of the insurance contract . . . ."); *B.L.G. Enterprises, Inc. v. First Fin. Ins. Co.*, 334 S.C. 529, 535-36, 514 S.E.2d 327, 330 (1999) ("[I]nsurers have the right to limit their liability to impose conditions on their obligations provided they are not in contravention of public policy or a statutory prohibition.").

Neumayer v. Phila. Indem. Ins. Co., No. 2016-001710, 2019 S.C. LEXIS 67, at *5-7, *15-16 (July 24, 2019). "[A]n insurer, seeking to relieve itself of liability because of the violation by the insured of a cooperation clause in the policy, has the burden of showing not only that the insured failed to cooperate within the meaning of the policy provision but that it was substantially prejudiced thereby." *Vaught v. Nationwide Mut. Ins. Co.*, 250 S.C. 65, 71, 56 S.E.2d 627, 630 (1967).

> A 'unilateral reservation of rights' is a notice given by the insurer that it will defend [the insured in the lawsuit] but reserves all rights it has based on noncoverage under the policy . . . ." 14 Couch on Ins. § 202:38. A reservation of rights is a way for an insurer to avoid breaching its duty to defend and seek to suspend operation of the doctrines of waiver and estoppel prior to a determination of the insured's liability. *Id.* Although a reservation of rights may protect an insurer's interests, it also is intended to benefit the policyholder by right to contest coverage, . . .
>
> 'A reservation of rights letter must give fair notice to the insured that the insurer intends to assert defenses to coverage or to pursue a declaratory relief action at a later date.' *United Nat'l Ins. Co. v. Waterfront N.Y. Realty Corp.*, 948 F. Supp. 263, 268 (S.D.N.Y. 1996). Moreover, because an insurer typically has the right to control the litigation and is in the best position to see to it that the damages are allocated, courts have found that where an insurer defends under a reservation of rights, an insurer has a duty to inform the insured of the need for an allocated verdict as to covered versus noncovered damages. *See Tyger River Pine Co. v. Maryland Cas. Co.*, 170 S.C. 286, 170 S.E. 346, 348 (1933) (observing that where an insurer reserves the right to control the defense, the insured is "directly deprived of a voice or part in such negotiations and defense" and noting that if an insurer's interests conflict with those of its insured, the insurer is "bound under its contract of indemnity, and in good faith, *to sacrifice its interests in favor of those of the [insured]"*); *see also Remodeling Dimensions, Inc. v. Integrity Mut. Ins. Co.*, 819 N.W.2d 602, 618 (Minn. 2012) (holding that "when an insurer notifies its insured that it accepts the defense of a [] [] claim under a reservation of rights that included covered and noncovered claims, the insurer not only has a duty to defend the claim, but also to disclose to its insured the insured's interest in obtaining a written explanation of the award that identifies the claims or theories of recovery actually proved and the portions of the award attributable to each"); *Id.* (reasoning that the "insurer is in a unique position to know the scope of coverage and exclusions in its policies" and "the duty to notify [the insured] is not onerous").
>
> 'If the insured does not know the grounds on which the insurer may contest coverage, the insured is placed at a disadvantage because it loses the opportunity to investigate and prepare a defense on its own.' *Desert Ridge*

> *Resort LLC v. Occidental Fire & Cas. Co. of N.C.*, 141 F. Supp. 3d 962, 967 (D. Ariz. 2015). Indeed without knowledge of the bases upon which the insurer might dispute coverage, 'the insured has no reason to act to protect its rights because it is unaware that a conflict of interest exists between the itself and the insurer.' *Magnum Foods, Inc. v. Cont'l Cas. Co.*, 36 F.3d 1491, 1498 (10th Cir. 1994) (internal quotation marks and citations omitted). Thus, '[t]he general rule precluding an insurer from raising new grounds contesting coverage in a subsequent action is justified in th[is] []context.' *Id.*

Harleysville Group Ins. v. Heritage Cmtys., Inc., 420 S.C. 321, 338-339, 803 S.E.2d 288, 297-298 (2017)

"[T]here is an implied covenant of good faith and fair dealing in every insurance contract 'that neither party will do anything to impair the other's rights to receive benefits under the contract.'" *Tadlock Painting Co. v. Maryland Cas. Co.*, 322 S.C. 498, 500, 473 S.E.2d 52, 53 (1996) (quoting *Nichols v. State Farm Mut. Auto. Ins. Co.*, 279 S.C. 336, 339, 306 S.E.2d 616, 618 (1983)). "The elements of a cause of action for bad faith refusal to pay . . . benefits under a contract of insurance are: (1) the existence of a mutually binding contract of insurance between the plaintiff and the defendant; (2) refusal by the insurer to pay benefits due under the contract; (3) resulting from the insurer's bad faith or unreasonable action in breach of an implied covenant of good faith and fair dealing arising on the contract; (4) causing damage to the insured." *Crossley v. State Farm Mut. Auto. Ins. Co.*, 307 S.C. 354, 359, 415 S.E.2d 393, 396–97 (1992) (citations omitted). "An insured need not prove a breach of an express contractual provision as a prerequisite to bringing a bad faith cause of action." *BMW of N. Am., LLC v. Complete Auto Recon. Servs.*, 399 S.C. 444, 453, 731 S.E.2d 902, 907 (Ct. App. 2012) (citing *Tadlock Painting Co. v. Maryland Cas. Co.*, 322 S.C. 498, 504, 473 S.E.2d 52, 55 (1996)). "An insurer is not insulated from liability for bad faith merely because there is no clear precedent resolving a coverage issue raised under the particular facts of the case." *Mixson, Inc. v. Am. Loyalty Ins. Co.*, 349 S.C. 394, 400, 562 S.E.2d 659, 662

(Ct. App. 2002). "Whether an insurance company is liable for bad faith must be judged by the evidence before it at the time it denied the claim or if the insurance company did not specifically deny the claim by the evidence it had before it at the time the suit was filed." *Howard v. State Farm Mut. Auto. Ins. Co.*, 316 S.C. 445, 448, 450 S.E.2d 582, 584 (1994). The South Carolina Supreme Court has held "that if an insured can demonstrate bad faith or unreasonable action by the insurer in processing a claim under their mutually binding insurance contract, he can recover consequential damages in a tort action. Actual damages are not limited by the contract. Further if he can demonstrate the insurer's actions were willful or in reckless disregard of the insured's rights, he can recover punitive damages." *Nichols v. State Farm Mut. Auto Ins. Co.*, 279 S.C. 336, 340, 306 S.E.2d 616, 619 (1983). "Absent the threat of a tort action, the insurance company can, with complete impunity, deny any claim they wish, whether valid or not." *Id.* "It is well settled in South Carolina that when a defendant insured prevails in a declaratory judgment action, the insured is entitled to recover attorney's fees." *State Auto Prop. & Cas. Ins. Co. v. Raynolds*, 357 S.C. 219, 226, 592 S.E.2d 633, 637 (2004) (citing *Hegler v. Gulf Ins. Co.*, 270 S.C. 548, 243 S.E.2d 443 (1978)).

Penn National's Policies

Penn National issued a total of eight (8) commercial general liability insurance policies at issue in this case; six to Jose Castillo d/b/a JJA Framing Company, JJA Construction, Inc., and JJA Framing Company[9] bearing number GL9 060617 from December 5, 2002, to January 31, 2008. (Pl. Exs. 13A, 14, 17, 21, 27, 29, and 31) and two to JJA Framing Company and JJA Construction, Inc.[10] bearing number GL9 0649575 from July 9, 2008 to July 9, 2010. (Pl. Exs. 33

[9] From December 5, 2002, to March 2, 2005, the named insured was Jose Castillo d/b/a JJA Framing Company; from March 2, 2005, to January 31, 2008, the named insured was JJA Construction, Inc.

[10] From January 9, 2008, to August 15, 2008, the named insured was JJA Framing Company; from August 15, 2008, to July 9, 2010, the named insured was JJA Construction, Inc.

and 34). The policies at issue are "occurrence-based" policies. (Pl. Exs. 13A, 14, 17, 21, 27, 29, 33, and 34). The Limits of Insurance stated on the declarations page for each of the eight policies were as follows:

- General Aggregate Limit (Other than Products-Completed Operations): $1,000,000.00;
- Products-Completed Operations Aggregate Limit: $1,000,000.00;
- Personal and Advertising Injury Limit: $500,000.00;
- Each Occurrence Limit: $500,000.00;
- Damage to Premises Rented to you Limit: $100,000.00; and
- Medical Expense Limit: $5,000.00

Id. The HOA and Penn National agree that the policy language applicable to the HOA's claims against JJA is substantially similar in all eight of the Penn National policies.

The insuring agreement for each policy is contained within the CG 00 01 1001 and provides:

> **SECTION I – COVERAGES**
> **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**
> **1. Insuring Agreement**
> a. We will pay those sums that the insured becomes legally obligated to pay as damages because of . . . "property damage" to which this insurance provides. We will have the right and duty to defend the insured against any "suit" seeking those damages. . . .
>
> b. This insurance applies to . . . "property damage" only if:
> 1) The . . . "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
> 2) The . . . "property damage" occurs during the policy period; and
> 3) Prior to the policy period no insured . . . knew that the . . . "property damage" had occurred . . . .
>
> c. . . . "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured . . . includes any continuation, change or resumption of that . . . "property damage" after the end of the policy period.

(Pl. Exs. 13A, at 25; 14, at 39; 17, at 21; 21, at 40; 27, at 31; 29, at 33; 33, at 33; and 34, at 26).

The policies define property damage as:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

(Pl. Exs. 13A, at 39; 14, at 52; 17, at 35; 21, at 54; 27, at 45; 29, at 47; 33, at 47; and 34, at 40). Occurrence is defined as "an accident, including continuous or repeated exposure to substantially the same general harmful conditions." (Pl. Exs. 13A, at 38; 14, at 53; 17, at 34; 21, at 53; 27, at 44; 29, at 46; 33, at 46; and 34, at 39). The insuring agreements also provide completed operations coverage. Completed operations is defined as:

a. Includes all . . . "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
   1) Products that are still in your physical possession; or
   2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
      a) When all of the work called for in your contract has been completed.
      b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
      c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project. . . .
b. Does not include . . . "property damage" arising out of:
   1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
   2) The existence of tolls, uninstalled equipment or abandoned or unused materials; or
   3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

(Pl. Exs. 13A, at 38-39; 14, at 53; 17, at 34-35; 21, at 54; 27, at 45; 29, at 46-47; 33, at 46-47; and 34, at 39-40).

In the Supplementary Payment section, the agreement contained within the policies provides:

> **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**
> 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
>
> . . .
>
> g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
>
> These payments will not reduce the limits of insurance.

(Pl. Exs. 13A, at 32-33; 14, at 45-46; 17, at 27-28; 21, at 46-47; 27, at 37-38; 29, at 39-40; 33, at 39-40; and 34, at 32-33).

The insuring agreement also provides the following duties in the event of occurrence, offense, claim or suit:

> **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**
>
> . . .
>
> **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**
>
> a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
>
> 1) How, when and where the "occurrence" or offense took place;
> 2) The names and addresses of any injured persons and witnesses; and
> 3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
>
> b. If a claim is made or "suit" is brought against any insured, you must:
>
> 1) Immediately record the specifics of the claim or "suit" and the date received; and
> 2) Notify us as soon as practicable.
>
> You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
>
> c. You and any other involved insured must:
>
> 1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
> 2) Authorize us to obtain records and other information;

3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which the insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

(Pl. Exs. 13A, at 34-35; 14, at 48-49; 17, at 30-31; 21, at 49-50; 27, at 40-41; 29, at 42-43; 33, at 42-43; and 34, at 35-36). An Extended Coverage Endorsement was attached to each policy redefining the above duties:

VII. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT REDEFINED

a. The requirement in Condition 2.a of CONDITIONS (Section IV) that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:
1) You, if you are an individual;
2) A partner, if you are a partnership; or
3) An officer of the corporation or insurance manager, if you are a corporation.

b. The requirement in Condition 2.b. of CONDITIONS (Section IV) that you must see to it that we received notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is know (sic) to:
1) You, if you are an individual;
2) A partner, if you are a partnership; or
3) An officer of the corporation or insurance manager, if you are a corporation.

(Pl. Exs. 13A, at 44; 14, at 60; 17, at 40; 21, at 23; 27, at 16; 29, at 19; 33, at 19; and 34, at 14). Each policy also contains a Common Policy Conditions form which contains Penn National's policy regarding any changes being made to their policies:

B. Changes
This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent.

> This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

(Pl. Exs. 13A, at 16; 14, at 27; 17, at 11; 21, at 15; 27, at 8; 29, at 10; 33, at 12; and 34, at 7).

Duty to Defend and Duty to Indemnify

In South Carolina, "[i]t is well settled that an insurer's duty to defend is based on the allegations of the underlying complaint." *B.L.G. Enterprises v. First Fin. Ins. Co.*, 334 S.C. 529, 535, 514 S.E.2d 327, 330 (1999) (citing *Federated Mut. Ins. Co. v. Piedmont Petroleum Corp.*, 314 S.C. 393, 444 S.E.2d 532 (Ct. App. 1994)). Therefore, "[a] liability insurer *must* defend any suit alleging bodily injury or property damage seeking damages payable under the terms of the policy." *Id.* (emphasis added) (citing *Sloan Constr. Co. v. Central Nat'l Ins. Co. of Omaha*, 269 S.C. 183, 236 S.E.2d 818 (1977); *Nationwide Mut. Ins. Co. v. Tate*, 313 S.C. 444, 438 S.E.2d 266 (Ct. App. 1993)). The HOA's negligence cause of action in the amended complaint alleged that JJA's negligence caused damage to Plaintiff by the continuous exposure to moisture and water intrusion "resulting in damage to walls, deterioration and damages to the finishes and structural elements of the townhomes . . . ." (Pls. Ex. 3, 36-37; 4, 41). Penn National applied South Carolina law in adjusting the claim. Trial Tr. vol. 1, 371. Both Greg Gross and Adam Parsons conceded at trial that the allegations in the underlying complaint were the classic formulation triggering coverage under a commercial general liability policy. Trial Tr. vol. 1, 295-96; Trial Tr. vol. 2, 169-70.

It is not disputed that coverage under the JJA policies was triggered by the HOA's complaint, however, the reasons initially no coverage, including a defense, was afforded to JJA were twofold: 1) JJA did not specifically ask Penn National to defend JJA in the litigation and 2) Penn National claimed JJA didn't comply with the Duties in the Event of Occurrence, Claim or Suit section of the policy. Penn National and JJA had existing contracts through the insuring

agreements whereby Penn National "will have the right and duty to defend the insured against suit . . . ." (Pl. Exs. 13A, at 25; 14, at 39; 17, at 21; 21, at 40; 27, at 31; 29, at 33; 33, at 33; and 34, at 26). I find imposing this additional "hurdle" to coverage as testified to by adjuster Greg Gross is improper and not required to trigger a duty to defend under the JJA policies under South Carolina law that is applicable to this case. I find that there is no policy provision in the insuring agreement that imposes this additional obligation on JJA to specifically ask Penn National to defend JJA in any lawsuit for which it is a defendant. A closer examination of the Duties in the Event of Occurrence, Claim or Suit provision should be undertaken since it is actually a part of the policy.

JJA itself did not provide notice of the Complaint to Penn National when served, and it was not until JJA discussed it with the independent adjuster at the time of the cold call on May 10, 2014, that such "notice" of the claim came directly from JJA. Penn National concedes that the notice provision was complied with at this time. Trial Tr. vol. 2, 319-320. As to the issue of notice from JJA, Penn National applied the wrong policy provision for the Duties in the Event of Occurrence, Claim or Suit section of the policy in denying JJA a defense and indemnity. This section of the policy was redefined by an Extended Coverage Endorsement – Duties in The Event of Occurrence, Claim or Suit Redefined. The first two Reservation of Rights letters that were sent by certified mail to a four-years-stale prior address in Ladson, South Carolina, and the third Reservation of Rights Letter that was sent certified mail to Huntersville, North Carolina, none of which were received by JJA, did not contain the correct provision as redefined by the Extended Coverage Endorsement. The first time anyone from Penn National became aware of this error was at the trial of this case. Greg Gross testified:

> Q: So this first page of the exhibit, page 10 of 15 in the insuring agreement, these are the duties in the event of occurrence that were applied for the entirety of the JJA-Portrait claims that you adjusted, correct?
> A: Yes, sir.

> Q: And these are not the duties in the event of an occurrence that are applicable to the claim. Do you agree with that? Because the ones that are applicable are in this endorsement, the extended coverage endorsement general liability?
> A: Correct.
> Q: And the first time that you have seen these or that Penn has considered that perhaps they have been applying the wrong duties is today? Do you agree with that?
> A: For me, yes. I don't know about Penn National; I can't speak for it as a company.
> Q: Okay. You haven't seen anything in the claims file that are different though, that we've gone through?
> A: Correct.

Trial Tr. vol. 1, 436-437.

The applicable Duties in the Event of Occurrence, Claim or Suit Redefined as in the Extended Coverage Endorsement contains the following:

> **VII. DUTIES IN THE EVENT OF OCCURRENCE, CLAIM OR SUIT REDEFINED**
>
> c. The requirement in Condition 2.a of CONDITIONS (Section IV) that you must see to it that we are notified of an "occurrence" only applies when the "occurrence" or offense is known to:
>
> 1) You, if you are an individual;
> 2) A partner, if you are a partnership; or
> 3) An officer of the corporation or insurance manager, if you are a corporation.
>
> d. The requirement in Condition 2.b. of CONDITIONS (Section IV) that you must see to it that we received notice of a claim or "suit" will not be considered breached unless the breach occurs after such claim or "suit" is know (sic) to:
>
> 1) You, if you are an individual;
> 2) A partner, if you are a partnership; or
> 3) An officer of the corporation or insurance manager, if you are a corporation.

(Pl. Exs. 13A, at 44; 14, at 60; 17, at 40; 21, at 23; 27, at 16; 29, at 19; 33, at 19; and 34, at 14). In Section 2(a), the requirement for Penn National to be notified of an "occurrence" doesn't trigger until the occurrence is known to the insured, partner if a partnership or officer if a corporation. Penn National was aware of the occurrence before JJA was because of the notice correspondence

from Portrait's counsel in June of 2013. The same logic applies to Section 2(b) in that Penn National is on notice of the claim or suit before JJA, and therefore JJA wasn't in breach of this provision. Penn National adjuster Greg Gross testified:

> Q: And so B [referring to 2B in the redefined duties] which talks about the notice requirements for a lawsuit specifically says, you must see to it that we receive notice of a claim or suit. One might be a breach unless the breach occurs after such claim is known to you. So the fact that Penn knew about this before Jose Castillo, it would be impossible for him to be in breach. Would you agree with that?
> A: As you say.

Trial Tr. vol. 1, 438.

Penn National seeks to assert that some of the provisions in the original Duties section not contained within the redefined Duties section are yet still applicable. While the redefined section does not state this, to the extent that there are ambiguities in the policy, South Carolina law holds that ambiguities are to be construed in favor of the insured. *See Spinx Oil Co. v. Federated Mut. Ins. Co.*, 310 S.C. 477, 481, 427 S.E.2d 649, 651 (1993) ("Ambiguous or conflicting terms in an insurance contract should be construed liberally in favor of the insured and strictly construed against the insurer.").

The purpose of the Duties in the Event of Occurrence, Claim or Suit, including the duties redefined by the Extended Coverage Endorsement, is to ensure that an insurance carrier can have notice of the claim so that it can properly perform an investigation and defend the lawsuit. It would be inequitable to permit an insurer to avoid coverage for an innocent third party just because the insured didn't notify the insurer of the lawsuit. The Supreme Court of South Carolina has adopted a notice-prejudice rule "whereby the insurer had the burden to show it was substantially prejudiced by the failure of its insured to comply with the notice and cooperation provisions." *Neumayer v. Phila. Indem. Ins. Co.*, No. 2016-001710, 2019 S.C. LEXIS 67, at *6 (July 24, 2019). "The purpose

of a notification requirement is to allow for investigation of the facts and to assist the insurer in preparing a defense." *Vt. Mut. Ins. Co. v. Singleton by & ex rel. Singleton,* 316 S.C. 5, 11, 446 S.E.2d 417, 421 (1994) (citing *Washington v. National Service Fire Ins. Co.*, 252 S.C. 635, 168 S.E.2d 90 (1969)). "[T]here is 'no sound reason . . . to permit a mere technical noncompliance to deprive an innocent third party of benefits to which he would otherwise be entitled.'" *Neumayer v. Phila. Indem. Ins. Co.*, No. 2016-001710, 2019 S.C. LEXIS 67, at *15-16 (July 24, 2019) (quoting *Factory Mut. Liab. Ins. Co. of Am. v. Kennedy*, 256 S.C. 376, 381, 182 S.E.2d 727, 729 (1971)).

Penn National had notice of the claim against JJA even before JJA was served with the complaint. In answering the question as to whether Penn National was substantially prejudiced, one must look to see what Penn National sought to do regarding this claim but was prevented from doing so because of the alleged prejudice. Penn National was not prevented from investigating this claim. According to the testimony of Greg Gross, Penn National never attempted to investigate the HOA's claim against JJA although opportunity to do so existed. The independent adjuster was face-to-face with Mr. Castillo (JJA) during her cold call and could have asked about facts and information that may have been helpful in investigating, evaluating and providing a defense but did not because she was not asked to. Mr. Castillo testified that had this been done, he would have sought to provide any information requested. Penn National also argues it was substantially prejudiced because JJA never responded to the three (3) Reservation of Rights letters that it sent as if somehow JJA should have responded to letters that were never received. Any information that Penn National could have wanted from JJA they had the opportunity to ask for directly when the independent adjuster met with JJA.

Lammey, et al. v. JJA Construction, Inc. et al., 2010-CP-10-607, was a lawsuit involving construction defects with a single-family home wherein Penn National provided JJA a defense. Penn National was put on notice by the Plaintiff's counsel that JJA had been sued and served via publication, and Penn National hired counsel to defend JJA unlike in this case. There was no evidence at trial that JJA specifically contacted Penn National to request a defense or contacted Penn National otherwise. Yet, Penn National hired JJA a lawyer to provide JJA a defense. An Answer was filed on JJA's behalf on February 18, 2011, being around two (2) years prior to Penn National being put on notice of the Persimmon Hill claim by Portrait. The allegations against JJA in *Lammey* were similar to that in this case, however, *Lammey* involved construction defect claims in a single-family residence whereas this claim involved 388 townhomes.

I find that Penn National did have the opportunity to ask JJA for any information it felt it needed in the investigation and evaluation of this claim. I further find this contention that Penn National could not provide a defense without the insured specifically requesting one to be without merit and contrary to Penn National's prior actions including specifically with regard to JJA.

Penn National also contends that it was per se substantially prejudiced when an Order of Default was entered against JJA and also when the Default Judgment was entered. Substantial prejudice can occur when an Order of Default or Default Judgement is entered against the insured and the insurer has no notice of the lawsuit. Such is not the case here – Penn National had notice of this lawsuit and knew of it before JJA knew about it and knowingly chose its course. I find that Penn National was not prejudiced by the actions or inactions of JJA, and Penn National knowingly made the choice to not perform any type of investigation into this claim even though it had the opportunity.

Penn National also contends that it was not required to provide JJA with a defense or indemnity because it was honoring JJA's wishes of not wanting a defense. I find this argument unpersuasive. After Penn National knew that JJA had been served, Penn National hired an independent adjuster to cold-call JJA to see if JJA wanted Penn National to provide a defense in the litigation. The independent adjuster arrived at Mr. Castillo's (JJA) home unannounced on a Saturday morning cold call. Penn National directed the independent adjuster to ask Mr. Castillo an extremely important question for which his answer, unknowingly to him at the time, would result in a judgment of $4,156,976.89 against JJA. When asked if JJA wanted a defense in the pending Persimmon Hill litigation, the trial testimony was that Castillo responded that he did not. Important information known only to Penn National and not JJA was not disclosed to Mr. Castillo when asking him to surrender an important and valuable policy benefit that had already been paid for with each of the eight (8) years of policies. The important information that was not disclosed to Mr. Castillo (JJA) included that Penn National knew that the liability exposure to JJA was in the multi-millions of dollars, the severity of the defects and damages identified in the engineer's report and that the lawyer that would be providing the JJA defense was already a paid for policy benefit.

Mr. Castillo testified had he been told a lawyer would have been provided to JJA at no cost that he would have told the independent adjuster that JJA wanted a lawyer. Penn National's disclosure of only a small portion of information such as this would have changed Mr. Castillo's answer to JJA wanting a defense as he had testified to. It's almost unfathomable that had Mr. Castillo (JJA) been told that a multi-million-dollar judgment would have been entered against JJA, including him personally, that he would have still told the independent adjuster that JJA didn't want a defense. South Carolina law is clear that being provided a defense is a valuable legal right

of an insured. "The defense of such suits by the insurer is a valuable right of the insured for which he pays and to which he is entitled by the very words of the policy." *Nationwide Mut. Ins. Co. v. Simmonds*, 315 S.C. 404, 407, 434 S.E.2d 277, 278 (1993) (quoting *American Casualty Company v. Howard*, 187 F.2d 322, 327 (4th Cir. 1951)).

There is no evidence in the record that Penn National provided any consideration to JJA in exchange for JJA allegedly agreeing to waive the valuable legal right of a defense which JJA had already paid and for which Penn National was obligated to undertake. Further the insuring agreement specifically provides that policy's terms which include Penn National having "the right and duty to defend the insured against suit . . ." can be amended or waived only by endorsement issued by Penn National and made a part of this policy. Therefore, the duties and obligations of the parties to the insuring agreement can't be altered orally. Additionally, Penn National by asking JJA to surrender the right to a defense while failing to disclose important and relevant information about the claim to its insured, breached the insuring agreement and the implied covenant of good faith and fair dealing that exists as a matter of South Carolina law in the insurance contract. I find for the foregoing reasons that Penn National had a duty to defend JJA under each of the eight (8) policies of insurance and that Penn National breached its duty to provide a defense.

Additionally, Penn National contends that it could not hire counsel for JJA without a specific request from JJA for a defense in part because a lawyer is ethically prohibited from filing an Answer and defending an insured without speaking with the insured and obtaining authorization to do so. Though this argument doesn't take into account that JJA and Penn National have already agreed that Penn National has the right and obligation to defend JJA pursuant to the terms of the insuring agreement, this defense is not contained anywhere within the ROR letters, Claims Log Entries, or ever been communicated to JJA prior to the judgment being obtained. I find that this

new argument was not part of any consideration for Penn National in not providing JJA defense and indemnity in the underlying case, and therefore, need not be considered.

The insuring agreement in each of the policies further required Penn National to pay those sums that the insured became legally obligated to pay as damages because of "property damage" caused by an "occurrence." Robert Sisnroy is a licensed professional engineer that investigated the construction at the Persimmon Hill project on behalf of the HOA. The construction of the Persimmon Hill project began in 2002 with the first certificate of occupancy issued in 2003. The last certificate of occupancy was issued in 2006. (Penn Ex. 16). His inspection of the exterior building envelope of the townhome buildings was extensive. He testified at trial that during his investigation that the wood framing itself of the walls to have been of good quality. Trial Tr. vol. 1, 519. Mr. Sisnroy also testified that he found the improper installation of the window flashings and weather barrier caused damage to the wall sheathing as well as the structural framing with this damage being a pervasive condition. Trial Tr. vol. 1, 524-527. Water intrusion also caused damage to the interior drywall, trim and even curtains and plantation blinds. Trial Tr. vol. 1, 521-522. JJA was the framer which involved the installation of the windows, window flashings and weather barrier on approximately 85% of the units. Trial Tr. 97-98. Mr. Sisnroy estimated the damage to the buildings would have started two months after the certificate of occupancy (Trial Tr. vol. 1, 527). Mr. Sisnroy testified that although the damage would progressively have gotten worse over time until repairs were made (Trial Tr. vol. 1, 562-564), the scope of repairs included in his report was based on conditions in 2012 and would not have changed even as the damage progressed (Trial Tr. vol. 1, 541-543). I find that JJA's faulty work in installing windows, window flashing, and weather barrier caused water intrusion and resulted in damage to non-defective wood walls, structural members, drywall, trim, curtains and plantation blinds. I find that the damage to non-

defective work constituted physical injury to tangible property satisfying the definition of "property damage" in the Penn National policies.

"A liability policy contains two insuring provisions of major significance: one, providing for the payment by the insurer of sums the insured shall become obligated to pay, the other providing, in substance, for the defense of any suit alleging bodily injury or property damage and seeking damages payable under the terms of the policy." *Sloan Constr. Co. v. Central Nat'l Ins. Co.*, 269 S.C. 183, 186, 236 S.E.2d 818, 820 (1977). "An insurance company fails to defend at its own peril . . . ." *Stroup Sheet Metal Works, Inc. v. Aetna Cas. & Sur. Co.*, 268 S.C. 203, 212-13, 232 S.E.2d 885, 888 (1977). The Supreme Court of South Carolina has held that "[w]here an insurer refuses to undertake the defense of an action against the insured based upon a claim within the coverage of the insurance policy, it thereby breaches the contract of insurance and is liable to the insured for all damages resulting to such insured as a direct result of such refusal and breach." *Fuller v. Eastern Fire & Casualty Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962) (citing *Liberty Mutual Ins. Co. v. Atlantic Coast Line Ry. Co.*, 66 Ga. App. 826, 19 S.E.2d 377 (1942); *Butler Bros. v. American Fidelity Co.*, 120 Minn. 157, 139 N.W. 355 (1913)). I find that Penn National not only had a duty to defend but also had a duty to indemnify JJA. The JJA policies had coverage limits in the amount of $500,000.00 for each of the eight (8) years, but the HOA's claims and damages are not limited to the policy limits because of Penn National's breach of the duty to defend and duty to indemnify. (Pl. Exs. 13A, 14, 17, 21, 27, 29, 33, and 34). As a proximate cause of Penn National's breaching all of the insurance agreements, an Order of Default was entered against JJA and a Damages Award ultimately entered. I find that Penn National owes indemnity for the Judgement entered by the Honorable Dale Van Slambrook in the amount of $4,156,976.89 entered on July 13, 2016. (HOA Ex. 13). I further find that Penn National is responsible for the

full amount of the interest that accrued after the entry of the judgment. The payment of the accrued interest on the judgment will not reduce the policy limits:

> **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**
> 3. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
> . . .
> g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
> *These payments will not reduce the limits of insurance.*

(Pl. Exs. 13A, at 32-33; 14, at 45-46; 17, at 27-28; 21, at 46-47; 27, at 37-38; 29, at 39-40; 33, at 39-40; and 34, at 32-33) (emphasis added). Therefore, the damages for the breach of the duty to defend/indemnify are $4,156,976.89 plus post judgment interest.

Bad Faith

Having found that Penn National breached its duty to defend and indemnify JJA, the Court now turns to whether or not the conduct of Penn National amounted to bad faith. Bad Faith refusal to pay first party benefits under a contract of insurance includes: (1) the existence of a mutually binding contract of insurance between the plaintiff and the defendant; (2) refusal by the insurer to pay benefits due under the contract; (3) resulting from the insurer's bad faith or unreasonable action in breach of the implied covenant of good faith and fair dealing on the contract; and (4) causing damage to the insured. *Howard v. State Farm Mut. Auto Ins. Co.*, 316 S.C. 445, 450 S.E.2d. 582 (1994). Whether an insurance company is liable for bad faith must be judged by the evidence before it at the time it denied the claim. *Id.* In South Carolina, "there is an implied covenant of good faith and fair dealing in every insurance contract 'that neither party will do anything to impair the other's rights to receive benefits under the contract.'" *Tadlock Painting Co. v. Maryland Cas. Co.*, 322 S.C. 498, 500, 473 S.E.2d 52, 53 (1996) (quoting *Nichols v. State Farm*

Mut. Auto. Ins. Co., 279 S.C. 336, 339, 306 S.E.2d 616, 618 (1983)). "[I]f an insured can demonstrate bad faith or unreasonable action by the insurer in processing a claim under their mutually binding insurance contract, he can recover consequential damages in a tort action." *Nichols v. State Farm Mut. Auto. Ins. Co.*, 279 S.C. 336, 340, 306 S.E.2d 616, 619 (1983). "Further, if [the insured] can demonstrate the insurer's actions were willful or in reckless disregard of the insured's rights, he can recover punitive damages." *Id.*

Penn National's adjuster, Greg Gross, testified as to the manner in which a claim should be adjusted:

> Q: When an adjustor for Penn National is investigating and deciding a claim, they've got to do it in a timely manner, correct?
> A: Yes.
> Q: They have to be thorough in their investigation and in their decision, correct?
> A: Yes.
> Q: And fairness requires them to be looking for coverage, not looking for a way to deny coverage, correct?
> A: Under normal circumstances, yes.
> Q: And resolving any doubts in favor of coverage and in favor of the insured, correct?
> A: Under normal circumstances, yes.
> . . .
> Q: Help the insured get the maximum benefits to which they're entitled to under their contract of insurance?
> A: Yes.
> Q: Treat the insured how you would want to be treated?
> A: Correct.
> Q: Resolve ambiguities in favor of your insured?
> A: Correct.
> Q: And apply the terms and conditions of the policy fairly?
> A: Correct.

Trial Tr. vol. 1, 293-294, 330. None of the above were done in handling JJA's claim.

As to the investigation in the underlying case, Penn National had a good faith duty to perform a reasonable investigation into the HOA's claims against JJA. *Flynn v. Nationwide Mut. Ins. Co.*, 281 S.C. 391, 395-396, 315 S.E.2d. 817, 820 (Ct. App. 1984) ("An insurer has a good

faith duty to investigate a claim."). This good faith duty to perform a reasonable investigation exists regardless of Penn National's contention that JJA did not comply with the Duties in the Event of an Occurrence, Claim or Suit provision. If an insurance carrier believes the insured has complied with the Duties, undoubtedly an investigation of the claim must be performed in providing a defense. If the insurer believes that the Duties have not been complied with, the insurer must still perform an investigation and show it was substantially prejudiced by the breach of the Duties in order for the denial of the claim to be proper under South Carolina law. *See Neumayer v. Phila. Indem. Ins. Co.*, No. 2016-001710, 2019 S.C. LEXIS 67, at *6 (July 24, 2019). The performance of a good faith investigation includes, in addition to contacting the insured, contacting witnesses and others that may have relevant information to assist the adjuster in the investigation, evaluation and defense of the claim. Penn National failed to contact any witnesses, hire any experts and failed to gather any material information through its own efforts to investigate this claim which it knew was a multi-million-dollar claim from the time the claims file was opened. Even when Penn National had someone face-to-face with JJA no investigation effort was made. The Penn National claims handling manual requires such investigation and also requires the taking of recorded statements. (HOA Ex. 21). Penn National's lack of investigation violates its own claims handling policies and procedures. I find that Penn National's failing to contact witnesses, failing to ask the insured for information helpful to investigate the claim when the independent adjuster was at his home and failing to interview others to obtain relevant information that may assist in the investigation, evaluation and defense of this claim is unreasonable and a breach of the good faith duty to investigate a claim.

When attempting to contact the insured, it is reasonable and logical for the adjuster to look at the existing company file for the insured's telephone number(s), email address(es) and mailing

address(es). While the adjuster looked at the Penn National file, including the underwriting file, the adjuster did not use the contact information contained within the underwriting file to contact JJA about this claim. Contrarily, Penn National used this contact information when it was benefitting itself by conducting year-end premium audits of JJA whereby it was seeking to determine if JJA owed additional premiums. Instead, an unsuccessful internet search was performed to locate contact information. Following the failed internet search, the adjuster sent JJA two (2) reservation of rights letters to an address that had been stale for four (4) years. The date of the first letter was also the same date of an entry in the claims log where the adjuster noted the insured's correct mailing address and the second ROR letter came after Penn National had sent Ms. McLeod to speak with Mr. Castillo at his correct mailing address. The third reservation of rights letter, which was the only letter sent to the correct address, was returned. Penn National knew or reasonably should have known that none of the ROR letters were received by JJA. The adjuster on the claim further testified that he was not aware of any communication that JJA had received from Penn National notifying JJA that the claim was denied. Trial Tr. vol. 1, 377. Penn National did not make any effort to determine why the insured wasn't receiving this correspondence or to communicate the contents to the insured at a different address or to the insured in a different manner such as the e-mail address it had on file. Penn National uses its attempts to send these three ROR letters (despite Penn National sending two of them to the wrong address and none being received by JJA) as an attempted demonstration of reasonable efforts to contact JJA. Penn National views its error in mailing the letters to the wrong address or JJA not receiving them as being unimportant in analyzing JJA's actions and more importantly inactions. Penn National then uses the lack of response by JJA to these letters sent to the wrong address to

support its contention that JJA was non-cooperative. I find the foregoing unreasonable and in breach of the good faith duty to investigate a claim and in bad faith.

Penn National further sought to apply terms of the policy that were more favorable to the insurer than those that had been amended by an extended coverage endorsement in the Duties in the Event of Occurrence Claim or Suit. Penn National also applied its own rules for conducting claim investigations which required an insured to specifically request a defense prior to an investigation being conducted or counsel being hired. Penn National acknowledges that this requirement is not contained anywhere in the insuring agreement. As such no investigation of this claim was performed by Penn National by its own admission. I find the foregoing unreasonable and in breach of the good faith duty to investigate a claim and in bad faith.

South Carolina Code Ann. § 38-59-20 does not provide a private cause of action for a plaintiff in the context of bad faith. It is, however, instructive when evaluating the conduct of Penn National. Knowingly misrepresenting to insureds pertinent facts or policy provisions relating to coverage at issue or providing deceptive or misleading information with respect to coverages is considered an unfair claims practice in South Carolina. S.C. Code Ann. § 38-59-20(2). When Mr. Castillo responded to Gayle McLeod's question as to whether JJA wanted Penn National to provide a defense in this litigation, Jose Castillo was unknowingly responding to an extremely important question for which the wrong answer would have a financially devastating impact. Penn National knew this because Penn National knew from the inception of this claim that it was a multi-million-dollar liability exposure for both JJA and for Penn National. Penn National misrepresented and misled JJA by failing to inform JJA of pertinent and important facts in responding to this all-important question and in misrepresenting through nondisclosure that a defense was a policy benefit for which JJA had paid and which was covered within the policy.

Misrepresentation of policy benefits and deceptive acts regarding coverage and benefits can occur by both providing misleading information and by failing to disclose relevant information. The testimony at trial from the adjuster was that there was no downside to an insured being defended, but rather, there was a lot of upside. Trial Tr. vol. 1, 365-366. Further Mr. Castillo testified that had he been told a lawyer would have been hired at no cost to him since this had been paid for in the premium payment that he would have responded to Ms. McLeod differently – and would have responded that JJA wanted a defense. I find that Penn National knowingly misrepresented to JJA the coverages and policy benefits for the policies at issue in this case by failing to disclose pertinent facts and information to JJA when asking whether JJA wanted a defense. I further find Penn National put its interests ahead of its insured by asking JJA whether it was requesting the valuable policy benefit of a defense to which it was already entitled. If the answer is yes then Penn National must do what it is already obligated to do, but if the answer is no then Penn National attempts to avoid potentially paying a claim of millions of dollars to an innocent third-party claimant. I further find the conduct of Penn National was unreasonable, in bad faith and in breach of the duty of good faith and fair dealing to its insured.

Throughout the pendency of this claim there were other instances of Penn National being unreasonable in the adjusting of this claim. As noted previously, the misapplication of policy language, sending RORs to a knowingly incorrect address and using the insured not responding to said letters as a basis to assert insured non-cooperation, noting in the claims log five (5) different times that JJA was required to request a defense before Penn National's duty to defend was triggered, noting in the claims log that the claim should be denied for non-cooperation just one week after Penn National knew the insured was served, violating its own claims manual policy and procedures, treating its insured differently in circumstances when the insured didn't request a

defense in the *Lammey* case wherein Penn National provided a defense in a small liability exposure case and in Persimmon Hill where it failed to provide a defense when the liability exposure was significant, and by requesting an extension to respond to the Complaint without any intention of doing so.

I find the aforementioned instances both individually and collectively of Penn National acting unreasonably are in bad faith and in breach of the duty of good faith and fair dealing to its insured. This Court finds that Penn National's conduct, in addition to being in conflict with the insuring agreements of the policies, is the exact type of conduct that South Carolina bad faith law seeks to deter.

Judgment Creditor

Penn National issued eight (8) commercial general liability policies of insurance to JJA bearing number GL9 060617 from December 5, 2002, to January 31, 2008, and bearing number GL9 0649575 from July 9, 2008 to July 9, 2010. These policies are valid and binding insuring agreements. The construction of the Persimmon Hill project began in 2002 with the first certificate of occupancy issued in 2003. The last certificate of occupancy was issued in 2006. (Penn. Ex. 16). Based on the testimony of Robert Sisnroy as to when damage began and the nature of the damage progression, I find that coverage is afforded in each of the eight (8) policies. Because of Penn National's refusal to provide a defense to JJA, a Damage Award was entered against Jose Castillo d/b/a JJA Framing and JJA Construction, Inc. d/b/a JJA Framing jointly and severally in the amount of $4,156,976.89. The damage award was entered on July 13, 2016 by the Honorable Dale Van Slambrook. "The law is well settled in this jurisdiction that an injured party who brings suit against a liability carrier in order to collect on a judgment previously acquired against an insured is possessed of all rights of the insured and subject to all defenses that exist as between the insured

and the insurance carrier." *Lee v. Gulf Ins. Co.*, 248 S.C. 296, 298, 149 S.E.2d 639, 640–41 (1966) (citing *Crook v. State Farm Mut. Auto. Ins. Co.*, 231 S.C. 257, 98 S.E.2d 427 (1957)).

Penn National contends though that there should be an allocation made of covered damages versus non-covered damages. The Damage Award against JJA entered by Judge Van Slambrook represents the difference between the estimated cost to repair the Persimmon Hill project less the amount of settlement collected from the settling parties. It is a general verdict award. While it would be extremely difficult, if not impossible, to speculate as to what portion of the prior settlements or damage award was for what portion of the cost to repair and whether such was a covered or uncovered damage, such an analysis is unnecessary. It is well settled law in South Carolina that a general verdict is not subject to being parsed out between covered versus non-covered damages. *See Harleysville Group Ins. v. Heritage Cmtys., Inc.*, 420 S.C. 321, 343 n.11 803 S.E.2d 288, 300 n.11 (2017); *Auto Owners Ins. Co. v. Newman*, 385 S.C.187, 684 S.E.2d 541 (2009).

Penn National also contends that the judgment should be subject to a time-on-risk analysis as set forth in *Crossman Communities of North Carolina, Inc. v. Harleysville Mutual Insurance Co.*, 395 S.C. 40, 717 S.E.2d 589 (2011) ("*Crossman II*") irrespective of Penn National refusing to defend and indemnify its insured. When the time-on-risk framework was developed in *Crossman II*, there was no need for the consideration of the insurer refusing to defend or indemnify because the carrier provided a defense – the question was one of the amount of the indemnity obligation.

Moreover, while the policies at issue were liability policies containing standard language in the insuring agreement, it is critical to note that the policies at issue in this case contain different

language than the policies analyzed in *Crossman II*. Notably, JJA's policies, contain the following addition:

> c. . . . "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. Of Section II – Who is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any *continuation, change or resumption of that* . . . "property damage" after the end of the policy period.

(Pl. Exs. 13A, at 25; 14, at 39; 17, at 21; 21, at 40; 27, at 31; 29, at 33; 33, at 33; and 34, at 26) (emphasis added). Therefore, should the time-on-risk analysis be applied, it must be altered so that it is true to the language used in the insurance contracts at issue in the present case: the progressive property damage caused by continuous or repeated exposure to water intrusion occurring *after* the end of a policy period is deemed to be included in what is covered by the policy.

Based on the foregoing, each of the eight (8) Penn National policies provided coverage in the amount of $500,000.00 per occurrence. Therefore, $4,000,000.00 of the HOA's judgment is covered under the Penn National policies. In addition, the supplementary payments section of the policies[11] provides for the payment of interest on the full amount of the judgment. The interest on the judgment is $1,213,170.40.[12]

Damages

For all of the foregoing reasons, I find that Penn National proximately caused the damages stated herein to JJA which have been assigned to the HOA. I also find that the HOA as a judgment creditor is entitled to recover damages under the Penn National policies. Having found that Penn National acted in bad faith, punitive damages may be recovered if it is proven that the insurer's conduct was in willful or reckless disregard to the insured's rights under the contract. *Nichols v.*

[11] *See* Pl. Exs. 13A, at 32-33; 14, at 45-46; 17, at 27-28; 21, at 46-47; 27, at 37-38; 29, at 39-40; 33, at 39-40; and 34, at 32-33.

[12] The interest calculation is through 9/18/19. The 2019 legal post judgment interest rate is 9.50.

State Farm Mut. Auto. Ins. Co., 279 S.C. 336, 340, 306 S.E.2d 616, 619 (1983). I find that the conduct of Penn National was in willful and reckless disregard of JJA's policy rights, and I find by clear and convincing evidence that punitive damages are appropriate in this case. For the foregoing reasons, I find that Penn National caused the following damages to JJA:

Breach of Duty to Defend and Duty to Indemnify	$5,370,147.29*[13]
Breach of Duty of Good Faith and Fair Dealing/Bad Faith	$5,370,147.29*

I further find that pursuant to S.C. Code Ann. Section 38-59-40 and *Hegler v. Gulf Insurance Company*, 270 S.C. 548, 550-551, 243 S.E.2d 443, 444 (1979), the HOA as assignee of JJA's claims are entitled to attorney's fees and costs in this action. The HOA's counsel shall submit sufficient documentation showing the amount of attorney's fees incurred to this Court within ten (10) days of the entry of this Order.

I find that the HOA as a judgment creditor is entitled to the following damages being covered under the Penn National policies:

Judgment Creditor Claim	$5,213,170.40*

The HOA must submit to this Court an election of remedies within ten (10) days of the entry of this Order. A hearing will be conducted at a later time to determine the amount of punitive damages. *See* S.C. Code Section § 15-32-520.

IT IS SO ORDERED!

_____
Honorable Roger M. Young, Sr.

_____, 2019

[13] * Includes post judgment interest of $1,213,170.40 as of September 18, 2019.

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY Portrait Homes - South Carolina, LLC and Portrait Homes - Persimmon Hill, LLC, Plaintiffs, v. Pennsylvania National Mutual Casualty Insurance Company and The Persimmon Hill Homeowners Association, Inc., Defendants, --- The Persimmon Hill Homeowners Association, Inc., Third-Party Plaintiff, v. Jose Castillo d/b/a JJA Framing and JJA Construction, Inc. d/b/a JJA Framing, Third-Party Defendants.	IN THE COURT OF COMMON PLEAS FOR THE NINTH JUDICIAL CIRCUIT CASE NO.: 2014-CP-08-2757 Order Regarding Additional Insured Coverage

This case has its roots in prior litigation involving a townhome development where significant construction defects and resulting damages were discovered years after work was completed. The Court is asked to decide who must shoulder the financial burden for the damages caused by the framer's shoddy work: the developer/general contractor who oversaw construction but performed no actual construction work, or the insurer for the framer—a subcontractor who played a starring role in contributing to many of the problems giving rise to the underlying construction defect litigation. For different reasons, the insurer for the framer

refused to defend either the framer or the developer/general contractor in the underlying lawsuits and paid no money on behalf of either to resolve the claims against them.

In this lawsuit, the developer/general contractor seeks to force the framer's insurer to reimburse the developer/general contractor for a portion of the defense costs and for the settlement paid on the developer/general contractor's behalf to buy peace. The outcome turns on the interconnecting relationships among the developer/general contractor, the framer, and the framer's insurer. The controlling documents governing those relationships are the contracts between the developer/general contractor and the framer, and the insurance policies issued by the framer's insurer under which the developer/general contractor claims coverage as an additional insured. But there are many other documents that one by one shape the outcome in this case and point the direction to where responsibility for the loss ultimately should fall. Common sense and good faith guide the analysis as the Court seeks to honor the intent of the parties to the contracts at issue and seeks to elevate substance over form.

I. Overview of the Parties and the Court's Decision

Portrait Homes - South Carolina, LLC and Portrait Homes - Persimmon Hill, LLC ("Portrait Homes") oversaw development and construction of a townhome community in Berkeley County known as Persimmon Hill. Portrait Homes brought this lawsuit against Pennsylvania National Mutual Casualty Insurance Company ("Penn National") seeking coverage as an additional insured under multiple commercial general liability policies issued by Penn National initially to Jose Castillo d/b/a JJA Framing Company and then to JJA Construction, Inc., who was also alleged to have been doing business as JJA Framing.

Portrait Homes had hired JJA Framing as a subcontractor to perform the majority of the framing work at the Persimmon Hill project. Years after the project was completed, the

Persimmon Hill Homeowners Association, Inc. and a class of unit owners sued Portrait Homes based in part on allegedly defective work performed by JJA Framing. Portrait Homes initially sought in this case to require Penn National to participate in Portrait Homes's defense in the underlying lawsuits. After the claims in the underlying lawsuits against Portrait Homes were settled, Portrait Homes amended its pleadings in this case to seek damages for breach of the duty to indemnify as well as for breach of the duty to defend.

The Court concludes Penn National breached its duty to defend, its duty to indemnify, and acted in bad faith by denying Portrait Homes's claim to be an additional insured under five of the Penn National policies. Portrait Homes is entitled to recover the attorney's fees and costs it spent in defending the underlying lawsuits and the amount paid to settle the claims (up to Penn National's policy limits). Portrait Homes is also entitled to prejudgment interest on both awards. Finally, Portrait Homes is entitled to recover its attorney's fees and costs incurred in successfully pursuing the coverage claim in this case and punitive damages.

II. Factual Background

A. JJA Framing

Jose Castillo owned and operated a framing business known as JJA Framing. In 2002, the business had a mailing address of 3000 Colvard Parkway, Charlotte, NC 28269. JJA Framing began working as a subcontractor for the Portrait Homes organization in North Carolina. After JJA Framing began working for Portrait Homes on multiple projects in the Charleston area, JJA Framing moved to this area.

One of the projects JJA Framing worked on as a subcontractor to Portrait Homes was the Persimmon Hill project in Berkeley County. The Persimmon Hill project was a large development, ultimately consisting of 388 townhome units in 74 buildings. JJA Framing was

responsible for installing the wooden framing members, the windows and doors, the flashing around the windows and doors, and the secondary weather barrier. JJA Framing was the primary framer and framed the vast majority of the units in the Persimmon Hill development (Trial Transcript, p. 458, lines 9-16: Shawn Belcher; Trial Transcript II, p. 358 lines 20-23: Jose Castillo).

In December 2004—while JJA Framing was working at the Persimmon Hill Project—articles of incorporation for JJA Construction Inc. were filed with the North Carolina Secretary of State's Office (Defendant's Exhibit 62). Castillo testified the sole proprietorship known as JJA Framing and the corporation JJA Construction Inc. were the same business and a singular entity. They "had the same location, same employees, same trucks, same telephone number and same federal ID number[.]" (Trial Transcript II, p. 357, line 5 - p. 358, line 11).

B. Portrait Homes's Risk Management Program

Shawn Belcher, the Purchasing and Estimating Manager for the Charleston Division of Portrait Homes from January 2004 through June 2009, testified Portrait Homes relied exclusively on subcontractors to construct the dwelling units; Portrait Homes performed none of that work using its employees (Trial Transcript, p. 451, lines 11-19). Portrait Homes's reliance on subcontractors to perform the actual construction for which it was ultimately responsible left Portrait Homes vulnerable to claims and lawsuits arising from a subcontractor's defective work.

Portrait Homes sought to reduce those risks in two ways: first, by requiring each subcontractor to defend and indemnify Portrait Homes for claims and lawsuits arising from the subcontractor's work; and second, by requiring each subcontractor to have Portrait Homes named as an additional insured on the subcontractor's liability insurance policies (Trial Transcript, p. 451, line 20 - p. 452, line 12). Portrait Homes's two-pronged, belt and suspenders

approach is common in the construction industry. *See generally* Donald S. Malicki and Jack P. Gibson, *The Additional Insured Handbook* 57-60 (7th ed. 2013).

Portrait Homes sought to accomplish both prongs through two types of contracts it entered with subcontractors. First, a contract called a Master Agreement, which was a gateway document that qualified a subcontractor to work for Portrait Homes on any project, was executed. Second, a contract called a Housing and Purchase Order Contract, which was specific to a particular project, was executed. Belcher testified both contracts had to be in place before a subcontractor could work on a project or get paid for any work on a particular project. Belcher testified the form of the contracts would be periodically updated, but the substance of the hold harmless and insurance requirements did not change. The Housing and Purchase Order Contract could also be updated during the course of a project if, among other reasons, the pricing for the work or the scope of the work changed. Belcher testified both contracts governed a subcontractor's work at a particular project (Trial Transcript, p. 449, line 1 - p. 451, line 3), and the hold harmless and insurance obligations in the Housing and Purchase Order Contract and in the Master Agreement were intended to be complementary (Trial Transcript, p. 436, lines 2-21).

Belcher identified a Master Agreement between Portrait Homes and Jose Castillo d/b/a JJA Framing dated October 25, 2002 (Plaintiff's Exhibit 37). Belcher verified the signature of the Portrait Homes representative as well as Castillo's signature (Trial Transcript, p. 461, line 18 - p. 462, line 1).[1] The hold harmless and insurance requirements were contained in Section 8 and provided in part:

[1] Belcher's job responsibilities included interfacing personally with the subcontractors, executing new contracts with subcontractors, and overseeing contracts with the subcontractors—like JJA Framing—who were already in place when he was hired (Trial Transcript, p. 446, line 5 - p. 447, line 3). Belcher testified he dealt personally with Jose Castillo (and his son) on behalf of JJA Framing (Trial Transcript, p. 457, line 10 - p. 459, line 8).

> 8.1. The Work performed, materials furnished or services provided under this Agreement by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, *Contractor shall indemnify, defend (at Contractor's sole expense) and hold harmless Portrait, affiliated companies of Portrait,* their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement or any purchase order contract, contract, or memorandum executed pursuant to this Agreement by Contractor or its agents.
>
> ...
>
> 8.3. Upon execution of this Agreement, and prior to Contractor's commencing (in the broadest possible sense of the word) any work or services or supplies, the *Contractor shall carry general liability insurance* and the Contractor shall provide Portrait with a Certificate of Insurance *naming Portrait as an additional insured* hereunder. The coverage available to Portrait as an additional insured, shall not be less than $1,000,000 combined single limit per occurrence and a $1,000,000 general aggregate *providing coverage for completed operations* ....
>
> ...
>
> 8.4. The *insurance coverage* required under paragraph 8.3 *shall be of sufficient* type, scope, and *duration to ensure coverage* of the Contractor and Portrait for liability related to any manifestation date within the applicable statutes of limitation and/or repose ....

(Plaintiff's Exhibit 37) (emphasis added).

Belcher also identified the Housing and Purchase Order Contract between Portrait Homes and JJA Framing applicable to the Persimmon Hill project (Plaintiff's Exhibit 38). The subcontractor is identified on the first page as "JJA Framing," and Jose A. Castillo's signature is written below the subcontractor's name ("JJA Framing") in the signature block. The contract is dated March 6, 2002.[2] Belcher verified the signature of the Portrait Homes representative as well as Castillo's signature. A scope of work for the framing (Plaintiff's Exhibit 39) and a

[2] The earliest certificate of occupancy for the units worked on by JJA Framing is December 18, 2003 (Defendant's Exhibit 41).

standard billing sheet (Plaintiff's Exhibit 40) were also signed by the parties and attached to the Housing and Purchase Order Contract.

The contract was amended in August 2003 when the scope of work (Plaintiff's Exhibit 41) and standard billing sheet (Plaintiff's Exhibit 42) were changed. Belcher verified the initials of the Portrait Homes representative as well as Castillo's initials next to the handwritten amendment. The contract was amended again in February 2004. Belcher verified his initials and Castillo's initials next to that amendment (Trial Transcript, p. 468, line 9 - p. 470, line 4).

The Housing and Purchase Order Contract contains sections addressing the hold harmless and insurance requirements. The minimum insurance limits are set out in the beginning of Paragraph 7A followed by:

> Together with such other insurance and coverages as Contractor by written notice prior to the commencement of the Work shall have directed the Subcontractor to carry and maintain.
>
> B. *Subcontractor shall not commence the Work unless and until it has obtained the above insurance and delivered to Contractor a certificate* or memorandum evidencing such coverage (including the name of the carrier, policy number, limits and expiration date) and evidencing payment thereof by Subcontractor, and *naming the Contractor, the owner of the project and any additional parties, as additional insured.*
>
> C. All insurance and coverages shall be in form and substance, and issued by credit rated companies, satisfactory to Contractor.

(Plaintiff's Exhibit 38) (emphasis added). The document provides that "the terms and provisions of this Contract shall inure to and be binding upon Subcontractor's heir, executors, legal representatives, successors and assigns." (Plaintiff's Exhibit 38, p. 5).

In 2005, Portrait Homes received a certificate of insurance prepared by the W. Lee Taylor Agency relating to the 2005-06 Penn National Policy. Below INSURED, the following is typed: JJA Construction, Inc.

Jose A Castillo

Near the bottom of the form, the following is typed:

1. Portrait Homes - South Carolina, LLC and all wholly owned subsidiaries and Pasquinelli Management, LLC are named as additional insureds.
2. Coverage includes contractual liability coverage.
3. Coverage shall be primary and non-contributory and includes a 71 1145 0105 and 71 0741 0105. (attached)

Endorsement 71 11 45 0105 is attached to the certificate of insurance (Plaintiff's Exhibit 5).

C. Penn National Policies

Penn National issued the following policies:

Policy Period	Named Insured	AI Endorsement	Notes
12/05/02-03	JJA FRAMING COMPANY CASTILLO JOSE D/B/A	CG 20 37	AI limited to Centex Homes
12/05/03-04	JJA FRAMING COMPANY CASTILLO JOSE D/B/A	CG 20 37	AI for Pasquinelli/Portrait added during policy term
12/05/04-05	JJA FRAMING COMPANY CASTILLO JOSE D/B/A	CG 20 37	Change in named insured effective 03/02/05 to JJA Construction Inc
12/05/05-06	JJA CONSTRUCTION INC	71 11 45	01/05 Version of 71 11 45
12/05/06-07	JJA CONSTRUCTION INC	71 11 45	01/05 Version of 71 11 45
12/05/07-08	JJA CONSTRUCTION INC	71 11 45	09/06 Version of 71 11 45; policy cancelled effective 01/31/08
07/08/08-09	JJA FRAMING COMPANY	N/A	Change in named insured to JJA Construction Inc. effective 08/05/08
07/09/09-10	JJA CONSTRUCTION INC	N/A	

All the policies were placed with Penn National through the W. Lee Taylor Agency located in Charleston.

D. The Underlying Lawsuits

In 2012, the Persimmon Hill HOA and a class of unit owners filed separate lawsuits

against Portrait Homes - South Carolina, LLC; Portrait Homes - Persimmon Hill, LLC; and Pasquinelli Homebuilding, LLC seeking to recover for construction defects at the Persimmon Hill project. In March 2013, amended pleadings were filed adding a large number of subcontractors who had worked on the project, including JJA Construction, Inc. d/b/a JJA Framing and Jose Castillo d/b/a JJA Framing. The amended pleadings alleged that JJA Construction, Inc. d/b/a JJA Framing and Jose Castillo d/b/a JJA Framing installed framing, windows and doors, secondary weather barrier, and window and door flashings at the townhomes located at the Persimmon Hill project. The amended pleadings alleged the negligence of the defendants—including JJA Construction, Inc. d/b/a JJA Framing and Jose Castillo d/b/a JJA Framing—had caused damages to the plaintiffs caused by continuous exposure to moisture and water intrusion "resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the townhomes" as well as "the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid." (Plaintiff's Exhibit 3, pp. 36-37; Plaintiff's Exhibit 4, p. 41).

Hood Law Firm was hired to defend Portrait Homes in the two cases. John Blanton O'Neal, IV, an attorney currently with nineteen years of experience practicing mainly in the fields of construction law and insurance coverage work, was the lead attorney responsible for the representation. C. Tyson Nettles was one of the attorneys with Hood Law Firm working under O'Neal.

E. Portrait Homes's Tender and Penn National's Response

In reviewing the documents relating to the Persimmon Hill project, the attorneys at the Hood Law Firm found the certificate of insurance referencing the 05-06 policy issued by Penn National. In June 2013, Nettles wrote Penn National and noted it was believed that JJA

Framing's work contributed to the damages alleged in the lawsuits and demanded a defense and indemnification as an additional insured under the Penn National policy on behalf of Portrait Homes (Plaintiff's Exhibit 6). The letter contained a CD with the amended pleadings in both cases and various other documents, including the plaintiffs' expert Robert Sisnroy's report.

The tender letter was received by Penn National and assigned to claims adjuster Greg Gross. Gross was responsible for both the additional insured claim by Portrait Homes and the direct claim by the named insured. Gross began monitoring the claims to determine whether the named insured had been served in the underlying lawsuits.

In the continuing review of the documents in Portrait Homes's files, the attorneys at Hood Law Firm discovered another certificate of insurance referencing a different Penn National policy issued to JJA Framing. The certificate of insurance referenced the 04-05 policy and also referenced additional insured coverage (Plaintiff's Exhibit 7). Based on this second certificate of insurance, Nettles sent another letter to Penn National in May 2014. The letter referenced the policy dates as shown on the certificate of insurance and included a sharefile link to an updated set of documents relating to the matter. Nettles repeated the demand contained in his first letter: "Portrait is entitled to a defense and to indemnification as an additional insured under the referenced policies for any and all sums that hereinafter are paid or expended by Portrait to defend against and to resolve these potential claims." (Plaintiff's Exhibit 8).

On September 30, 2014, Gross responded on behalf of Penn National to Portrait Homes's tender. Gross listed the two underlying lawsuits and stated Penn National's understanding of the facts: "Portrait Homes was the General Contractor of the site. JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing (hereinafter, 'JJA') installed framing; windows; doors; secondary weather barrier; and window and door flashings at the site." Gross noted the

complaints alleged "various construction defects and resultant loss of use. The construction defects appear to be resultant in water intrusion and deterioration as a result." Gross acknowledged that the underlying lawsuits had been tendered for defense and for indemnity. Gross then stated Penn National's coverage determination and the rationale for the decision:

> This is a completed operations type claim. As such, the sole avenue to additional insured status would be through an endorsement providing additional insured status for completed operations. *The above noted policies do not contain such an endorsement.* Accordingly, the tendering party, Portrait Homes-South Carolina, LLC do not qualify as an additional insured for this occurrence. Therefore, Penn National Insurance is rejecting the aforementioned tender for defense and/or indemnity from Portrait Homes-South Carolina, LLC at this time.

(Plaintiff's Exhibit 9) (emphasis added).

Gross's letter was the sole written communication ever sent by Penn National in response to Portrait Homes's tender, and the rationale provided in Gross's letter was the sole basis provided to Portrait Homes for the denial of the additional insured tender.

F. Present Case

In December 2014, Portrait Homes filed this coverage litigation against Penn National and other insurers for other subcontractors seeking a defense in the underlying cases. The claims against all of the other insurers were eventually resolved. After the claims against Portrait Homes in the underlying cases were settled in the spring of 2016, the pleadings in this case were amended to seek damages for breach of the duty to indemnify as well as damages for breach of the duty to defend.

The issues were tried non-jury. The trial began in February. Following four days of testimony, the trial was recessed. The trial resumed in May and lasted another three days. The issues are now ripe for adjudication.

III. Portrait Homes Qualifies as an Additional Insured

Portrait Homes seeks status as an additional insured under the Penn National policies based on two types of endorsements: 71 11 45 entitled Automatic Additional Insureds - Owners, Contractors and Subcontractors (Completed Operations); and CG 20 37 entitled Additional Insured - Owners, Lessees or Contractors - Completed Operations. Portrait Homes is entitled to additional insured coverage under both types of endorsements.

A. Endorsement 71 11 45

Endorsement 71 11 45[3] provides additional insured coverage in material part as follows:

> Any person(s) or organizations(s) (referred to below as additional insured) with whom you are required in a written contract or agreement to name as an additional insured for the "products-completed operations hazard", but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work", at the location or project designated and described in the contract or agreement, performed for that additional insured and included in the "products-completed operations hazard".
>
> A person's or organization's status as an additional insured under this endorsement ends when the obligation to provide additional insured status for the "products-completed operations hazard" in the written contract or agreement ends.

(Plaintiff's Exhibit 28: Endorsement 71 11 45 0105 and Plaintiff's Exhibit 30: Endorsement 71 11 45 0906). Based on the Master Agreement and on the Housing and Purchase Order Contract, Portrait Homes asserts it had sufficient written contracts to qualify as an additional insured under this endorsement.

[3] The endorsement is attached to the 2005/06, 2006/07, 2007/08 policies. The version on the last policy changes from the edition promulgated in January 2005 (0105) to September 2006 (0906). For present purposes, there are no material differences between the two versions of the endorsement.

Adam Parsons, Penn National's home office counsel, disagreed. In an email to Greg Gross dated September 11, 2014—a few weeks prior to Gross sending the denial letter on behalf of Penn National to Portrait Homes—Parsons set out his position for why Portrait Homes did not qualify under Endorsement 71 11 45:

> The first thing to notice is that there is no contract between Portrait Homes and JJA Framing, Inc. The only contract is between Portrait Homes and Jose Castillo, an individual, who does business under the fictitious name JJA Framing. So under any contract of insurance after March 2, 2005, there is no written contract under which "you" (JJA Framing, Inc.) are required to name Portrait Homes as an insured (as would be required by the 71 11 45).

(Plaintiff's Exhibit 78, pp. 1-2) (emphasis in original). Parsons summarized his position: "To the extent that Portrait Homes demands insured status under a JJA Framing, Inc. policy, they are not afforded same because they have no contract with JJA Framing, Inc."[4]

The endorsement requires Portrait Homes to have a written contract with "you", which is stated in the commercial general liability coverage form in all the Penn National policies to be "the Named Insured shown in the Declarations, and any other person or organization qualifing as a Named Insured under this policy." (*See, e.g.,* Plaintiff's Exhibit 21, p. 40). Parsons contended that because the named insured on the three policies to which Endorsement 71 11 45 was attached was listed as "JJA CONSTRUCTION INC," and because the written contract Portrait Homes had in place for the Persimmon Hill project was with "JJA Framing" (or "Jose Castillo d/b/a JJA Framing"), the written contract was not a sufficient written contract to qualify Portrait Homes as an additional insured.

At trial, Penn National relied on Parsons's argument as the primary basis justifying the

[4] Parsons mistakenly used the name JJA *Framing*, Inc. as opposed to JJA *Construction*, Inc.

denial of Portrait Homes's tender with respect to Endorsement 71 11 45. Parsons's argument appears rational on the surface, but his argument cannot withstand mild scrutiny. To understand why, we start on the Declarations Page of each policy in which the named insured is listed as "JJA CONSTRUCTION INC".

Right below the box with the preprinted language NAMED INSURED AND ADDRESS in which JJA CONSTRUCTION INC and an address are typed in, the preprinted category FORM OF BUSINESS appears. Penn National had to make a choice as to the information to be typed in after those preprinted words, and Penn National chose the following as the form of business to describe the named insured: INDIVIDUAL. The discrepancy between the named insured being listed with "INC" in its name and the form of business being classified as an individual (as opposed to a corporation) alerts us to the issue. The gentlest of tugs on that contradictory thread would have caused Parsons's argument to unravel.

Had Parsons chosen to investigate the discrepancy on the Declarations Page by simply reviewing the documents in Penn National's own underwriting file, he would have realized a critical point: Jose Castillo d/b/a JJA Framing Company—the named insured under the first three Penn National policies—was intended to continue to be insured under the policies issued in the name of JJA Construction Inc. The full truth lay just below the surface, but Parsons chose not to investigate the facts that were in plain view in Penn National's underwriting file.[5]

In addition, had Parsons taken into account the allegations in the underlying complaints that Jose Castillo and JJA Construction Inc. were both doing business as JJA Framing, he would

[5] Parsons admitted at trial he did not review the documents in the underwriting file as a part of his analysis of Portrait Homes's additional insured tender (Trial Transcript II, p. 186, line 13 - p. 187, line 13). Conversely, Gross testified he did review those documents (Trial Transcript, p. 229, lines 17-23).

have realized his conclusion that the contract with JJA Framing did not implicate JJA Construction Inc. was untenable.

(1) Documents in Penn National's Underwriting File

To understand who was intended to be insured under the policies issued in the name of JJA Construction Inc., the documents in Penn National's underwriting file need to be considered—beginning at the beginning of the relationship. In December 2002, Jose Castillo submitted a commercial insurance application through the Taylor Agency seeking commercial general liability insurance in the name of Jose Castillo d/b/a JJA Framing Company (Plaintiff's Exhibit 12). Acting on the application, Penn National issued its first policy effective 12/05/02-03. The Declarations Page is a standard insurance form with blanks into which specific information is typed, *e.g.* policy number, policy period, insurer, agent, etc. Below NAMED INSURED, the following is typed in:

JJA FRAMING COMPANY
CASTILLO JOSE DBA

After FORM OF BUSINESS, the following is typed in: INDIVIDUAL

After BUSINESS DESCRIPTION, the following is typed in: CARPENTRY

On the next page, the business description is expanded:

CARPENTRY - CONSTRUCTION OF RESIDENTIAL PROPERTY NOT EXCEEDING THREE STORIES IN HEIGHT

The method for calculating the premium is typed in as: PREMIUM BASIS
65,000 PAYROLL

(Plaintiff's Exhibit 13, pp. 1-2).

The policy was renewed effective 12/05/03-04. The same information as on the first

policy appears on the Declarations Page under the preprinted categories for policy number, named insured, form of business, business description, and method for calculating premium (Plaintiff's Exhibit 14, pp. 2-3).

The policy was renewed effective 12/05/04-05 with the same information typed in on the Declarations Page (Plaintiff's Exhibit 17, pp. 2-3).

On March 2, 2005, during the period in which the 2004-05 policy was in effect, the Taylor Agency submitted to Penn National a request that the name on the policy be changed to "JJA Construction, Inc." Attached to the Taylor Agency's cover letter was a two-page document. On the first page, under PURPOSE (Check One), blanks appear to the left of a series of categories. The first category, which has a handwritten check in the adjacent blank, reads:

> Name change only
> Complete column A for former entity and column B for newly named entity
> Complete only questions 1, 2 and 3 on page 2

Column A and column B have handwritten information filled in, and questions 1, 2, and 3 (but not 4, 5, and 6) on the second page have handwritten answers filled in. There is another category on the first page in the list several lines below "Name change only" which reads:

> Formation of a new entity
> Complete column A

There is no mark in the blank to the left of that description. On the second page, a couple of lines above Jose Castillo's signature, "Jose A Castillo JJA Construction Inc." is handwritten after "Name of insured" (Plaintiff's Exhibit 18).

Penn National issued Endorsement Number 1 effective 03/02/05 changing the name of the insured to JJA CONSTRUCTION INC. Penn National did not charge an additional premium for changing the name (Plaintiff's Exhibit 19).

The policy renewed effective 12/05/05-06. The named insured is now listed as JJA CONSTRUCTION INC. After FORM OF BUSINESS, the following is typed in: INDIVIDUAL. In fact, none of the information on the Declarations Page—not the policy number, form of business, business description, or premium basis—changes. The exact same information typed in on the three prior policies is typed in again (Plaintiff's Exhibit 21, pp. 2-3). Endorsement 71 11 45 first appears on the 12/05/05-06 policy (Plaintiff's Exhibit 21, p. 29).

Penn National had the right to audit the policies to determine whether the advance premium charged when a policy was issued should be modified higher or lower based on actual circumstances. Penn National chose to audit the 2005-06 policy. Penn National issued a document entitled General Liability Auditors Assignment Copy dated 11/06/06 identifying the named insured as JJA CONSTRUCTION INC and stating: INSURED IS INDIVIDUAL (Plaintiff's Exhibit 24). The top of the first page has a note: Assigned to US Ins - Phone 12/21/2006. Penn National's underwriting file contains a document with U S INSURANCE SERVICES on the top left and TELEPHONE AUDIT REPORT on the top right with certain information below. The insured is listed as JJA CONSTRUCTION INC with the effective dates of the 2005-06 policy and the policy number. An auditor is listed. An audit contact is listed: Jose Castillo. A telephone number is listed. Under Comments, the following has been entered: "Insured is not incorporated - files taxes on a Schedule C" (Plaintiff's Exhibit 25).

Based on the information obtained from the auditor, Penn National issued a General Liability Audit Statement dated 02/27/07 with calculations showing an additional premium being due. The named insured is listed as JJA CONSTRUCTION INC along with INSURED IS INDIVIDUAL (Plaintiff's Exhibit 26).

The policy was renewed effective 12/05/06-07. The named insured is listed as JJA

CONSTRUCTION INC. None of the information typed in under the other categories—policy number, form of business, business description, or premium basis—changes in any way (Plaintiff's Exhibit 27). The 2006-07 policy also contains Endorsement 71 11 45 (Plaintiff's Exhibit 27, p. 20).

The policy was renewed effective 12/05/07-08. The named insured is listed as JJA CONSTRUCTION INC. None of the information typed in under the other categories—policy number, form of business, business description, or premium basis—changes in any way (Plaintiff's Exhibit 29). The 2007-08 policy also contains Endorsement 71 11 45 (Plaintiff's Exhibit 29, p. 23).

In July 2008, a new application[6] was submitted by the Taylor Agency on behalf of JJA Construction Inc. to Penn National (Plaintiff's Exhibit 32).

Penn National issued a new policy with a new policy number. The named insured was listed as JJA FRAMING COMPANY. The form of business continued to be listed as INDIVIDUAL. The business description continued to be listed as CARPENTRY and the premium basis continued to be listed as 65,000 PAYROLL (Plaintiff's Exhibit 33). The 2008-09 policy did not contain Endorsement 71 11 45 or any other type of endorsement providing additional insured coverage for completed operations.

The policy was amended effective 08/15/08 to change the name of the insured to JJA CONSTRUCTION INC. Penn National did not charge for changing the name (Plaintiff's Exhibit 33, p. 7).

The policy was renewed effective 07/09/09-10. The named insured was listed as JJA

[6] The 2007-08 policy was canceled effective 01/31/08 (Plaintiff's Exhibit 31).

CONSTRUCTION INC. All the other information on the Declarations Page remained the same from the prior year (Plaintiff's Exhibit 34). The 2009-10 policy did not contain Endorsement 71 11 45 or any other type of endorsement providing additional insured coverage for completed operations.

The classification of JJA Construction Inc. on the Declarations Page as an Individual, therefore, is merely the tip of the iceberg. Once we look below the surface—as Parsons was required to do but never did—the small mountain of corroborating evidence is easily seen. A review of the documents in Penn National's underwriting file reveals the intent of the parties to the insurance contracts—both the insured and the insurer—to have Jose Castillo d/b/a JJA Framing Company continue to be insured under the policies issued to JJA Construction Inc. The change in the name of the insured from Jose Castillo d/b/a JJA Framing Company to JJA Construction Inc. was intended to be a "name change only" and not based on the formation of a new entity.

On the audit documents and on the Declarations Page of *every* policy issued by Penn National after the name change effective March 2, 2005, Penn National identified the named insured as an Individual. The classification of the form of business as an Individual on the policies issued to JJA Construction Inc.—though seemingly contradictory—accurately reflected the substance of who the parties intended to be insured under the policies. Thus, while Parsons was *technically* correct that Portrait Homes did not have a written contract with the named insured listed on the 2005-06, 2006-07, and 2007-08 policies, Parsons was *substantively* incorrect because the party with whom Portrait Homes did have a contract—Jose Castillo d/b/a JJA Framing—was intended to be insured under those policies.

The Court finds particular guidance in *Auto-Owners Insurance Co. v. Rhodes,* 405 S.C.

584, 748 S.E.2d 781 (2013). An underlying tort action was brought and a judgment obtained against Marion L. Eadon d/b/a C & B Fabrication. Eadon sought indemnity from Auto-Owners, who had issued a commercial general liability policy to two corporations, C & B Fabrication, Inc. and Low Country Signs, Inc. The parties stipulated that both corporations did business under the trade name C & B Fabrication and the named insured under the policy would be deemed to be listed accordingly. *Id.* at 559, 748 S.E.2d at 789.

Auto-Owners denied a duty to indemnify Eadon for his individual liability in the lawsuit resulting from actions "performed in his individual rather than in his covered, corporate capacity." *Id.* at 597, 748 S.E.2d at 788. The Supreme Court rejected Auto-Owner's argument and held Auto-Owners had a duty to indemnify Eadon under the policy.[7] The Supreme Court stated: "The fact that Eadon operated his business under another name did not create a separate legal entity for insurance purposes." *Id.* at 600, 748 S.E.2d at 789; *see also Williams v. South Carolina Farm Bureau Mutual Insurance Co.,* 251 S.C. 464, 469, 163 S.E.2d 212, 214 (1968) (whether policy issued to "Ocean View Motel [a fictitious entity] c/o Mack A. Hamilton, Jr. [lessee]" covered lessors/owners not listed as insureds in policy after motel destroyed by fire was question of fact for jury, and noting: "'If it is clear an insurance company is not misled as to the identity of the applicant, there seems to be no reason why it should be allowed to avoid the risk on such account. Accordingly, an insurance policy may be issued to one in a name adopted by him.'") (quoting *American Jurisprudence)*; *Auto-Owners Insurance Co. v. Madison at Park West Property Owners Association, Inc.,* 834 F. Supp. 2d 437, 444 (D.S.C. 2011) (In insurance coverage action arising from underlying construction defect litigation, commercial general

[7] The judgment in the underlying tort action had been reversed and remanded for a new trial, which had not yet taken place when the Supreme Court decided the declaratory judgment action.

liability policies specifically naming Tarragon as an insured also covered Northland Madison—who was not named as an insured—because the evidence supported "a finding that Tarragon and Northland Madison are, for all meaningful purposes, one and the same.").

The evidence convincingly supports the conclusion Jose Castillo d/b/a JJA Framing was intended to be insured under the policies issued to JJA Construction Inc. Therefore, Parsons's rationale for denying additional insured coverage under Endorsement 71 11 45—because Portrait Homes's contract was with Jose Castillo d/b/a JJA Framing rather than with JJA Construction Inc.—is unavailing.

At trial, Parsons asserted an alternative argument as well. He contended that even if the Housing and Purchase Order Contract qualified as a written contract with the named insured, the contract was nevertheless insufficient to satisfy the terms of Endorsement 71 11 45. He argued the endorsement also mandated that the contract require coverage for completed operations and coverage for a definite period of time. Because the Housing and Purchase Order Contract did not specifically address those two issues, Parsons argued it was insufficient for those reasons as well.

Parsons had never considered the impact of the Master Agreement on the analysis. When confronted with the provisions in the Master Agreement that did require the additional insured coverage to include completed operations and did set out a period of time to be covered, Parsons initially responded the Master Agreement should not be considered because he did not believe two contracts could apply to the same project (Trial Transcript II, p. 343, line 16 - p. 345, line 18). He soon shifted course and acknowledged "the Court is going to decide what contracts govern these, these arrangements." (Trial Transcript II, p. 347, lines 16-17).

Parsons's Only-One-Contract Theory is not supported by South Carolina law.

See Moshtaghi v. The Citadel, 314 S.C. 316, 321, 443 S.E.2d 915, 918 (Ct. App. 1994) ("Under South Carolina law, two contracts executed at different times relating to the same subject matter, entered into by the same parties, are to be construed as one contract and considered as a whole."); *Klutts Resort Realty, Inc. v. Down'round Development Corp.,* 268 S.C. 80, 88, 232 S.E.2d 20, 24 (1977) ("[W]here the instruments have not been executed simultaneously but relate to the same subject matter and have been entered into by the same parties, the transaction comprising the contract will be considered as a whole. This is true even though the transaction consumed more than one day; the date of the writings constituting such transaction is immaterial.").

Parsons admitted that if his Only-One-Contract Theory was incorrect, the additional grounds would not support a denial because they were satisfied by provisions in the Master Agreement (Trial Transcript II, p. 343, line 16 - p. 344, p. 16; p. 349, lines 3-22). When the Master Agreement and the Housing and Purchase Order Contract are construed as one contract and considered as a whole, the provisions satisfy all the requirements of Endorsement 71 11 45.

(2) Allegations in Underlying Complaints

Parsons also did not consider how the additional insured analysis would be impacted by the allegations in the underlying complaints that both Jose Castillo and JJA Construction Inc. were doing business under the same trade name—JJA Framing. If those allegations were true, then a contract in the name of JJA Framing would bind both Jose Castillo and JJA Construction Inc. *See Cobb & Seal Shoe Store v. Aetna Insurance Co.,* 78 S.C. 388, 390, 58 S.E. 1099, 1099 (1907) ("A contract is good between the parties, no matter how incorrect the names used in the paper may be, if it appears they were intended as the names of the parties to be bound by the contract or to receive its benefits."). If the contracts between Portrait Homes and JJA Framing

also bound JJA Construction Inc., then the requirement under Endorsement 71 11 45 that there be a written contract with the named insured would be satisfied for this reason as well.

This part of the analysis is simpler than above because the underlying lawsuits *alleged* that both Jose Castillo and JJA Construction Inc. were doing business as JJA Framing (Plaintiff's Exhibit 3, p. 3: HOA Amended Complaint; Plaintiff's Exhibit 4, p. 3: Class Amended Complaint). For purposes of determining whether a duty to defend was owed to Portrait Homes, Penn National was required to take those allegations as true. *See Manufacturers & Merchants Mutual Insurance Co. v. Harvey,* 330 S.C. 152, 167, 498 S.E.2d 222, 223 (Ct. App. 1998) (in determining whether a duty to defend exists, the allegations in a third-party's complaint must be taken as true).

Greg Gross recognized the underlying lawsuits alleged both Jose Castillo and JJA Construction Inc. were doing business as JJA Framing, and Gross provided that information to Parsons. However, neither Gross nor Parsons appear to have appreciated the significance of those allegations.

On the day Gross opened his file on both the direct claim and the additional insured claim, he recorded in his computer log notes that both underlying lawsuits named the defendants as "JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing, et. al." (HOA Exhibit 4, first page: Greg Gross log note dated 06/25/13). In the log note dated 09/21/13, Gross provides a more detailed analysis of the claim while stating in part: "Both complaints allege[] JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing, et. al. as the named defendant(s)." (HOA Exhibit 4, seventh page).

Within a couple of weeks of when Gross opened the file, a decision was made to submit the pertinent information relating to Portrait Homes's additional insured tender to Parsons by

way of a Coverage Question Report for Parsons to make the final determination on whether to accept or deny Portrait Homes's tender. Gross submitted the Coverage Question Report to his supervisor Gary Gibson in May 2014, and Gibson submitted the Coverage Question Report to Parsons in June 2014. Gross notes in the Coverage Question Report: "The Complaints allege JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing, et. al. as the named defendant(s)." (Plaintiff's Exhibit 54, fourth page). Gross appears to recommend denial of Portrait Homes's additional insured tender based on conduct by Jose Castillo construed to violate an insured's duty of cooperation (Plaintiff's Exhibit 54, p. 5).

Parsons informs Gross that the named insured's alleged non-cooperation does "not impact Portrait Homes' rights (if any) under the policy" and instructs Gross to "set forth the basis for declination of coverage and rejection of the tender from Portrait Homes in an email (without having to redo the CQR)." (Defendant's Exhibit 78, eighth page: email dated 06/16/14). In a response two months later, Gross again notes that the underlying complaints allege both Jose Castillo and JJA Construction Inc. were doing business as JJA Framing (Defendant's Exhibit 78, fifth page: email dated 08/26/14).

The basis set forth by Parsons in his email to Gross dated 09/11/14 for why Portrait Homes does not qualify as an additional insured under Endorsement 71 11 45 has been discussed above. But here it is important to note that while Gross has pointed out to Parsons that the underlying complaints allege that both Jose Castillo and JJA Construction Inc. were doing business as JJA Framing, Parsons does not list that information in his email back to Gross setting out the rationale for why Portrait Homes's additional insured tender should be denied. When Gross conveys the denial to Portrait Homes, his letter cites the underlying lawsuits and how Jose Castillo and JJA Construction Inc. are named. Gross continues: "Portrait Homes was the

General Contractor of the site. JJA Construction, Inc. d/b/a JJA Framing; Jose Castillo d/b/a JJA Framing (hereinafter, 'JJA') installed framing; windows; doors; secondary weather barrier; and window and door flashings at the site." (Plaintiff's Exhibit 9: Denial Letter dated 09/30/14).

The significance of those allegations in the underlying complaints cannot be overstated. In determining whether a duty to defend was owed to Portrait Homes, Penn National was required to take those allegations as true.[8] If Jose Castillo and JJA Construction Inc. both did business as JJA Framing,[9] then a contract in the name of JJA Framing bound both Jose Castillo and JJA Construction Inc. *See Long v. Carolina Baking Co.,* 190 S.C. 367, 377, 3 S.E.2d 46, 50 (1939) ("'A corporation, as well as individuals, may have or be known by several names in the transaction of its general business so that it may enforce, as well as be bound by, contracts entered into in an adopted name other than the regular name under which it was incorporated.'"); *see generally McCall v. IKON, d/b/a IKON Educational Services,* 363 S.C. 646, 652, 611 S.E.2d 315, 318 (Ct. App. 2005) (holding default judgment obtained against trade name rather than actual legal entity nevertheless bound affiliated entities who were existing corporations recognized under South Carolina law, and noting: "'If a corporation has acquired a name by usage, an adjudication against it by the name so acquired is valid and binding.'"). Because the contracts between Portrait Homes and JJA Framing bound both Jose Castillo and JJA Construction Inc., the requirement under endorsement 71 11 45 that there be a written contract

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[8] A similar principle leads to the same result with respect to the duty to indemnify. Gross and his supervisor both recognized that when investigating a claim that has been tendered, Penn National had the obligation to resolve doubts or questionable coverage issues in favor of finding coverage (Trial Transcript, p. 210, line 14 - p. 211 line 7: Gross; Plaintiff's Exhibit 57: Gibson Deposition Excerpt p. 278, lines 9-12). *See Columbia College v. Pennsylvania Insurance Co.,* 250 S.C. 237, 253, 157 S.E.2d 416, 425 (1967) ("Under the universal rule adopted in this State, an ambiguity must be resolved in favor of the insured and construed most strongly against the insurer."). Any doubt as to whether Jose Castillo and JJA Construction Inc. were both doing business as JJA Framing had to be resolved in a way that favored finding coverage.

[9] Not only was that condition alleged to be true, Castillo testified at trial that those allegations were actually true (Trial Transcript II, p. 347, line 2 - p. 358, line 11).

with the named insured was satisfied.

(3) The Certificate of Insurance

Another piece of evidence is relevant to the inquiry regarding whether Portrait Homes is entitled to additional insured coverage under Endorsement 71 11 45. In 2005, Portrait Homes received a certificate of insurance prepared by the Taylor Agency relating to the 2005-06 Penn National Policy. Below INSURED, the following is typed above an address:

JJA Construction, Inc.
Jose A Castillo

Near the bottom of the form, the following is typed:

1. Portrait Homes - South Carolina, LLC and all wholly owned subsidiaries and Pasquinelli Management, LLC are named as additional insureds.
2. Coverage includes contractual liability coverage.
3. Coverage shall be primary and non-contributory and includes a 71 1145 0105 and 71 0741 0105. (attached)

Endorsement 71 11 45 0105 is attached to the certificate of insurance (Plaintiff's Exhibit 5).

The document is relevant because it shows the parties believed the referenced policy (2005-06) provided additional insured coverage to Portrait Homes, and that belief could only be true if the parties believed the contracts between JJA Framing and Portrait Homes also bound JJA Construction Inc.—the named insured under the 2005-06 policy. *See Payne v. Duke Power Co.,* 304 S.C. 447, 451, 405 S.E.2d 399, 401 (1991) ("The construction placed upon a contract by the parties themselves, if not determinative, is entitled to great weight.").

An independent insurance broker like the Taylor Agency is generally considered to be the agent of the insured. *Allstate Insurance Co. v. Smoak,* 256 S.C. 382, 393, 182 S.E.2d 749, 754 (1971) ("Generally, an insurance broker is the agent of the insured, and not the insurer.").

However, "[u]nder certain circumstances, a broker may be an agent for an insurance company." *Hiott v. Guaranty National Insurance Co.*, 329 S.C. 522, 530, 496 S.E.2d 417, 422 (Ct. App. 1997); *see Holmes v. McKay, Stelling and Associates,* 334 S.C. 433, 442, 513 S.E.2d 851, 855-56 (Ct. App. 1999) ("'[F]or some purposes [,] an independent agent is the insurance company's agent and not insured's agent or broker when the company is one of the agent's licensed companies.'"). Penn National's insurance expert Bernd Heinze testified that for purposes of issuing the certificate of insurance, the insurance agent is generally considered to be acting on behalf of and as the agent of the insurer (Trial Transcript, p. 513, lines 4-10).

For purposes of issuing the certificates of insurance referencing the Penn National policies, the Court finds the Taylor Agency was acting for both the insured (JJA Framing) and the insurer (Penn National). While the form contains preprinted disclaimer language noting it is for information only and "does not amend, extend or alter the coverage afforded by the policy," the information contained on the certificate is relevant to the issue in dispute and can be viewed as a piece of evidence to be considered along with all the other evidence.

B. Endorsement CG 20 37

The second basis on which Portrait Homes seeks additional insured coverage under the Penn National policies is through Endorsement CG 20 37, which was attached to the 2003-04 and 2004-05 policies. Unlike Endorsement 71 11 45, this type of additional insured endorsement does not require a written contract or agreement. Instead, this endorsement contains a schedule where the name of a person or organization is filled in and a location is filled in. Below the schedule, the following preprinted language appears:

> Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location

> designated and described in the schedule of this endorsement performed for that insured and included in the "products - completed operations hazard".

In the CG 20 37 endorsements attached to the 2003-04 and 2004-05 policies, below Name of Person or Organization, the following is filled in:

> PASQUINELLI CONSTRUCTION CO
> PASQUINELLI MANAGEMENT LLC &
> PORTRAIT HOMES CONSTRUCTION COMPANY

Below Location And Description of Completed Operations, the following is filled in:

> 3000 COLVARD PKWY
> CHARLOTTE MECKLENBURG NC 28269

(Plaintiff's Exhibit 14, pp. 18-20: 2003-04 policy; Plaintiff's Exhibit 17, p. 4: 2004-05 policy).

In the email to Gross dated September 11, 2014, Parsons provided his rationale for why Portrait Homes did not qualify as an additional insured under this type of endorsement:

> The policy does include the CG 2037, which named Portrait Homes as an insured for the completed - operations hazard, "but only with respect to liability arising out of Castillo's work at 3000 Colvard Pkwy in Charlotte, NC."
>
> As this tender is premised on Castillo's work in Berkeley County, South Carolina, the CG 2037 does not grant insured status.

(Defendants Exhibit 78, p. 2). Parsons's rationale is again *technically* accurate, but *substantively* inaccurate.

The address listed under Location And Description of Completed Operations is an obvious scrivener's error: the address listed was Jose Castillo d/b/a JJA Framing's own address. The Declarations Page for the 2002-03, 2003-04, and 2004-05 policies all show that same address listed under the category for NAMED INSURED AND ADDRESS. (Plaintiff's Exhibit 13, p. 1: 2002-03 policy; Plaintiff's Exhibit 14, p. 2: 2003-04 policy; Plaintiff's Exhibit 17, p. 2:

2004-05 policy). Jose Castillo's mailing address and the premises information shown on the commercial insurance application preceding the issuance of the first policy also listed the address as 3000 Colvard Pkwy, Charlotte, NC 28269 (Plaintiff's Exhibit 12, p. 1).

Lest there be any doubt that the Location And Description of Completed Operations listed in the endorsement for the 2003-04 and 2004-05 policies was a mistake, the same type of CG 20 37 endorsement was issued to Centex Homes and attached to the 2002-03 policy. Under Location And Description of Completed Operations, that endorsement also listed the address as:

> 3000 COLVARD PKWY
> CHARLOTTE MECKLENBURG NC 28269

(Plaintiff's Exhibit 13A, p. 8). Just as it is nonsensical that Portrait Homes's status as an additional insured would be limited to liability arising out of JJA Framing's work at JJA Framing's own office, so too is it nonsensical that JJA Framing would be performing work for both Portrait Homes and Centex Homes at that same address.

In the computer log entry in the claims file dated 09/21/03, Gross notes the declaration pages for the 2003-04 and the 2004-05 policies list "the insured's address as 3000 Colvard Parkway, Charlotte, NC." (HOA Exhibit 4, p. 3). Parsons's email dated September 11, 2014—setting out his rationale for why Endorsement CG 20 37 provided no additional insured coverage to Portrait Homes—was in response to an email from Gross dated August 26, 2014. In that email to Parsons, Gross states:

> Policy periods 12/05/2003 to 12/05/2005 (2 years):
> The named insured is Jose Castillo dba JJA Framing Company.
> The declarations list the risk as "carpentry." The policy has a $500,000 per occurrence limit of liability coverage. It lists the insured's address as 3000 Colvard Parkway, Charlotte, NC.

(Defendant's Exhibit 78, second page).

Parsons chose to shut his eyes to the information right in front of him. The address of 3000 Colvard Parkway in Charlotte filled in on the Schedule in the CG 20 37 endorsements was an obvious mistake. Gross admitted as much at trial (Trial Transcript, p. 254, line 5 - p. 255, line 18). If additional insured coverage for JJA Framing's defective work was not intended to be for work performed at 3000 Colvard Parkway in Charlotte, where was the coverage intended to apply? The answer can be found in another document exchanged between JJA Framing and Portrait Homes.

In 2005, Portrait Homes received a certificate of insurance prepared by the Taylor Agency relating to the 2004-05 policy issued to Jose Castillo dba JJA Framing Company (Plaintiff's Exhibit 7). The form not only references CG 20 37, but also attaches a copy. While the names listed are the same as those listed in the endorsement attached to the policy, the information typed below Location And Description of Completed Operations is not. As opposed to the 3000 Colvard Parkway address listed in the endorsement attached to the policy, the language in the endorsement attached to the certificate of insurance states: "Work done for the above referenced organization". This document shows the additional insured coverage was intended to cover work performed by Jose Castillo dba JJA Framing Company at all locations.[10]

The Court finds the parties intended for the additional insured coverage to apply to all projects where JJA Framing performed work on Portrait Homes's behalf. The Court will imply that term into the Schedule of Endorsement CG 20 37 to fill in the blank left after striking the location listed (3000 Colvard Parkway) as an obvious mistake. *See Southern Realty and*

[10] As with the consideration of the certificate of insurance relating to Endorsement 71 11 45, the Court again notes that it finds the certificate relating to the analysis of Endorsement CG 20 37 to be relevant, not decisive.

Construction Co. v. Bryan, 290 S.C. 302, 311, 350 S.E.2d 194, 199 (Ct. App. 1986) ("Noncontradictory terms and conditions may be implied in a contract when the circumstances warrant it to effectuate the manifest intention of the parties.").

Penn National's insurance expert Bernd Heinze opined in his report that Penn National acted "reasonably and in good faith in its interpretation of the policy terms at issue in this matter, and in its subsequent denial of coverage for named insured Jose Castillo d/b/a JJA Framing, JJA Construction and denial of additional insured coverage for Portrait Homes based upon a plain reading of the clear wording of the policies." (Defendant's Exhibit 87, p. 16). Although Heinze purports to analyze the grounds given by Parsons for denying Portrait Homes's additional insured tender, Heinze in his report does not list Parsons's *actual* rationale for denying coverage under Endorsement CG 20 37—the discrepancy between the address listed in the CG 20 37 endorsement and the address of the project that is the subject matter of the underlying lawsuits (Defendant's Exhibit 87; Trial Transcript II, p. 475, line 10 - p. 477, line 15). In fact, Heinze's report contains no discussion of why Portrait Homes's tender should be denied under Endorsement CG 20 37.

At trial, Penn National's lawyers appeared to distance themselves from Parsons's rationale (the address discrepancy) for denying additional insured coverage to Portrait Homes under Endorsement CG 20 37. Penn National's lawyers presented a new argument for why Penn National's denial of Portrait Homes's tender for additional insured coverage under Endorsement CG 20 37 was valid: the names of the tendering parties did not exactly match the names listed in the endorsement. Initially, the entities named in the underlying lawsuits who tendered the additional insured claims to Penn National parties were:

Portrait Homes - South Carolina, LLC

Portrait Homes - Persimmon Hill, LLC
Pasquinelli Homebuilding, LLC[11]

The names listed in the Schedule in Endorsement CG 20 37 were:

Pasquinelli Construction Co
Pasquinelli Management LLC &
Portrait Homes Construction Company

The discrepancy between the names means Penn National's argument is again *technically* correct. But the *substance* of the issue is more complicated.

Shawn Belcher and Blanton O'Neal testified as to the structure of the Pasquinelli/Portrait Homes organization and how a particular project was developed. At the top of the organization was a Pasquinelli entity, then Portrait Homes Construction Company. Below that level in the corporate structure there would be a limited liability company formed for the work done in each state (e.g., Portrait Homes - South Carolina, LLC), and then a limited liability company for each particular project (e.g., Portrait Homes - Persimmon Hill, LLC) (Trial Transcript, p. 453, lines 7-22: Belcher; p. 73, line 9 - p. 74, line 25: O'Neal). The hold harmless and the insurance obligations from a subcontractor and its insurer were intended to protect all the entities in the Pasquinelli/Portrait Homes organization (Trial Transcript, p. 453, line 3 - p. 454, line 6).

The intent to have all the entities in the Pasquinelli/Portrait Homes organization protected is reflected in the Master Agreement under the section entitled Indemnifications and Insurance: Jose Castillo d/b/a JJA Framing was required to defend, indemnify, and hold harmless "Portrait, affiliated companies of Portrait, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns …." (Plaintiff's Exhibit 37, pp. 1-2). It only makes sense that the entities in the Pasquinelli/Portrait

[11] Pasquinelli Homebuilding, LLC was in bankruptcy so the additional insured claim as to it was dropped.

Homes organization most likely to be sued for defective work at a particular project would be — first, the project-specific entity and second, the state-specific entity. The parent companies would not have been on the front lines of any legal battle asserting construction defects at a particular project. The list of names in the schedule in Endorsement CG 20 37 was intended to encompass the state-specific entities like Portrait Homes - South Carolina, LLC and the project-specific entities like Portrait Homes - Persimmon Hill, LLC, just as the location and description of the completed operations covered was intended to be broader than protection for liability arising out of JJA Framing's defective work at JJA Framing's own office at 3000 Colvard Parkway in Charlotte.

To interpret Endorsement CG 20 37 as Penn National argues would render the additional insured coverage virtually meaningless. Such an interpretation must be rejected. *See South Carolina Farm Bureau Mutual Insurance Co. v. Kennedy,* 398 S.C. 604, 615, 730 S.E.2d 862, 867 (2012) ("[T]he literal interpretation of policy language will be rejected where its application would lead to unreasonable results and the definitions as written would be so narrow as to make coverage merely 'illusory.'"); *Bell v. Progressive Direct Insurance Co.,* 407 S.C. 565, 580, 757 S.E.2d 399, 407 (2014) ("'[T]he Court will look to the reasonable expectations of the insured at the time when he entered into the contract, if the terms thereof are ambiguous or conflicting, or if the policy contains a hidden trap or pitfall, or if the fine print takes away that which has been given by the large print.'").

The refusal to enforce policy language that would lead to an absurd result is consistent with the principle of South Carolina law that contracts should be interpreted using common sense and good faith. *See Georgetown Manufacturing and Warehouse Co. v. South Carolina Department of Agriculture,* 301 S.C. 514, 518, 392 S.E.2d 801, 804 (Ct. App. 1990) ("Common

sense and good faith are the leading touchstones of the construction of a contract and contracts are to be so construed as to avoid an absurd result."); *C.A.N. Enterprises, Inc. v. South Carolina Health and Human Services Finance Commission,* 296 S.C. 373, 377, 373 S.E.2d 584, 586 (1988) ("Common sense and good faith are the leading touchstones of construction of the provisions of a contract; where one construction makes the provisions unusual or extraordinary and another construction which is equally consistent with the language employed, would make it reasonable, fair and just, the latter construction must prevail."); s*ee generally Parker v. Jefferson Standard Life Insurance Co.,* 158 S.C. 394, 397, 155 S.E. 617, 618 (1930) ("In the construction of insurance contracts, it is vitally essential that the courts do not ignore the fact that the primary object of all insurance is to insure, and that, in cases of doubt, uncertainty, manifest ambiguity, or susceptibility of two equally reasonable interpretations, since the language used is the selection and arrangement of the insurer, such contracts must be liberally construed in favor of the insured."). [12]

C. Summary

Portrait Homes is an additional insured under the 2003-04 and 2004-05 policies through Endorsement CG 2037; Portrait Homes is an additional insured under the 2005-06, 2006-07, and 2007-08 policies through Endorsement 71 11 45. Before considering the obligations to defend and to indemnify owed by Penn National to Portrait Homes and whether Penn National breached those obligations, the Court will discuss the impact of Penn National's inaccurate denial letter on

[12] At least with respect to the CG 20 37 Endorsements attached to the 2003-2004 policy, Penn National charged an additional premium (Plaintiff's Exhibit 16). Penn National's retention of the additional premium provides another basis for rejecting the argument that Endorsement CG 20 37 provides no meaningful additional insured coverage for Portrait Homes. *See Kelly v. South Carolina Farm Bureau Mutual Insurance Co.,* 316 S.C. 319, 325, 450 S.E.2d 59, 63 (Ct. App. 1994) ("Farm Bureau's acceptance of the premium for this coverage estops it from claiming after a loss that no coverage exists."); *Hall v. Allstate Insurance Co.,* 284 S.C. 62, 64, 324 S.E.2d 341, 343 (Ct. App. 1984) ("Allstate cannot retain Hall's premium and at the same time deny him the benefit of his bargain under the policy.").

the coverage analysis.

IV. The Denial Letter: Waiver and Its Limits

The final determination as to whether Portrait Homes's demand for additional insured coverage should be accepted or rejected was made by Adam Parsons, but Penn National assigned the task of conveying that final determination to Greg Gross. Gross's letter dated September 30, 2014, was the only written communication Penn National ever sent to Portrait Homes responding to Portrait Homes's tender. Gross states in the letter that Penn National is denying Portrait Homes's tender for defense and for indemnity. The reason given by Gross is that the Penn National policies do not contain an endorsement providing additional insured status for completed operations (Plaintiff's Exhibit 9, p. 2).

As everyone associated with Penn National who testified at trial conceded, the reason stated by Gross—the sole reason ever provided to Portrait Homes by Penn National—was false:

Characterization	Witness	Trial Transcript
"doesn't jibe"; "not right"	Greg Gross	p. 299, lines 9-10; p. 434, lines 23-24
"inaccurate"	Adam Parsons	Trial Transcript II, p. 172, line 11 - p. 173, line 8
"opposite of what was true"	Bernd Heinze	Trial Transcript II, p. 520, lines 8-22.

Each of those witnesses testified that in responding to Portrait Homes's tender, Penn National had an obligation to thoroughly explain the grounds for the denial (Trial Transcript, p. 211, lines 13-19: Greg Gross; Trial Transcript II, p. 165, line 14 - p. 166, line 3: Adam Parsons; Trial Transcript II, p. 480, line 24 - p. 481, line 3: Bernd Heinze). Heinze also expressed an obvious corollary: Penn National had an obligation to provide an explanation of its decision that was

accurate (Trial Transcript II, p. 482, lines 10-13). Thus, we have a recognized duty on the part of Penn National to thoroughly and accurately explain the grounds for the decision to deny Portrait Homes's additional insured tender, and we have the testimony at trial of all the witnesses associated with Penn National that the denial letter did not comply with that duty.

Penn National made no real effort at trial to defend the reason given by Gross in the denial letter. Instead, Penn National attempted to justify the denial based in part on the grounds asserted in the email from Parsons to Gross dated 09/11/14, a few weeks before Gross sent the denial letter to Portrait Homes. Penn National also asserted at trial other reasons in support of the denial first advanced by its attorneys during the coverage litigation.

Should Penn National be permitted to assert in the coverage litigation reasons that were not asserted in the denial letter? The answer turns on the concept of waiver in the context of disputes about insurance coverage.

The South Carolina Supreme Court's recent decision in *Harleysville Group Insurance v. Heritage Communities, Inc.*, 420 S.C. 321, 803 S.E.2d 288 (2017) is instructive. "The question presented is whether a reservation of rights letter that merely provides the insured with a copy of the policy, coupled with a general statement that the insurer reserves all of its rights, is sufficient. We hold it is not." *Id.* at 336, 803 S.E.2d at 296. The insurance coverage dispute at issue in that case arose from two underlying construction defect lawsuits in which judgments had been rendered in favor of the property owners. The Supreme Court listed the defendants as: "Heritage Communities, Inc., (the parent development company), Heritage Magnolia North, Inc., and Heritage Riverwalk, Inc. (the project-specific subsidiary companies for each separate development), and Buildstar Corporation (the general contracting subsidiary that oversaw construction of all Heritage Development projects), to which we refer collectively as 'Heritage.'"

Id. at 329, 803 S.E.2d at 293. Harleysville had issued multiple commercial general liability policies to the various Heritage entities for a portion of the period of time during which the property damage occurred. After receiving notice of the underlying lawsuits, Harleysville agreed to provide a defense to the Heritage defendants under a reservation of rights. Harleysville's letters to the Heritage defendants "were generic statements of potential non-coverage coupled with furnishing most of the Heritage entities with copies (through a cut-and-paste method) of the insurance policies." *Id.* at 330, 803 S.E.2d at 293.

The property owners—as judgment creditors—sought to collect under the Harleysville policies. The Supreme Court noted that "it is axiomatic that an insured must be provided sufficient information to understand the reasons the insurer believes the policy may not provide coverage." *Id.* at 337-38, 803 S.E.2d at 297. The Supreme Court noted: "'A reservation of rights letter must give fair notice to the insured that the insurer intends to assert defenses to coverage or to pursue a declaratory relief action at a later date.'" *Id.* at 338, 803 S.E.2d at 297. The explanation has to be unambiguous and "'[g]rounds not identified in the reservation of rights may not be asserted later by the insurer[.]'" *Id.* at 339, 803 S.E.2d at 298. Concluding Harleysville failed to meet the required standard, the Supreme Court affirmed "the Special Referee's finding that Harleysville's reservation letters were insufficient to reserve its right to contest coverage of actual damages". *Id.* at 343, 803 S.E.2d at 300. The Supreme Court continued: "Because we find Harleysville did not effectively reserve the right to contest coverage, we need not address Harleysville's claims of error regarding various policy exclusions." *Id.* at 343-44, 803 S.E.2d at 300-01; *see Washington v. National Service Fire Insurance Co.*, 252 S.C. 635, 641, 168 S.E.2d 90, 92 (1969) ("It is well settled that an insurer which has denied coverage on some other basis is precluded from defending against an action on

a liability policy on the ground that the insured failed to comply with its requirements as to notice and forwarding of suit papers.").[13]

And yet the concept of waiver has its limits even in the context of an insurance coverage dispute. "South Carolina courts have repeatedly and explicitly held that '[w]aiver cannot create coverage and cannot bring into existence something not covered in the policy.'" *Liberty Mutual Insurance Co., v. Westport Insurance Corp.,* 664 F. Supp. 2d 587, 594 (D.S.C.) (2009) (Judge P. Michael Duffy) (quoting *Laidlaw Environmental Services (TOC), Inc. v. Aetna Casualty & Surety Co.,* 338 S.C. 43, 51, 524 S.E.2d 847, 852 (Ct. App. 1999)).

Waiver and estoppel cannot open the door to coverage, but they can determine the defenses available to the insurer once coverage has been established. Once the party seeking coverage brings himself within the terms of the insuring agreement, the burden shifts to the insurer to establish any exclusion or limitation on coverage. *See Owners Insurance Co. v. Clayton,* 364 S.C. 555, 560, 614 S.E.2d 611, 614 (2005). Whatever can be waived by a deficient denial letter has been waived by Penn National's denial letter. Penn National has waived the ability to assert any exclusions or limitations on coverage.

V. The Additional Insured Endorsements

Five of the Penn National policies have an endorsement granting additional insured coverage for completed operations to Portrait Homes for liability relating to JJA Framing's work. The 2003-04 and 2004-05 policies have endorsement CG 2037, which covers the additional insured for liability "arising out of" the named insured's work. The 2005-06, 2006-07, and

[13] The Supreme Court's ruling in *Harleysville* that an insurer cannot later assert defenses to coverage not asserted in the reservation of rights letter is akin to the principal of error preservation that "a party may not argue one ground at trial and an alternate ground on appeal." *State v. Dunbar,* 356 S.C. 138, 142, 587 S.E.2d 691, 694 (2003).

2007-08 policies have endorsement 71 11 45, which covers the additional insured for liability "caused, in whole or in part, by" the named insured's work. The plain language of the latter phrase requires only that the additional insured's liability be caused in part by the named insured's work (as opposed to solely by the named insured's work). The causation language in the earlier endorsement is also interpreted expansively in favor of coverage. *See Town of Duncan v. State Budget and Control Board*, 326 S.C. 6, 13, 482 S.E.2d 768, 772 (1997) ("The phrase 'arising out of' should be broadly construed in a clause of inclusion [in an insurance policy]; it should mean more than causation."). The coverage provided to Portrait Homes as an additional insured is not limited to its vicarious liability for JJA Framing's work. *See Capital City Real Estate, LLC v. Certain Underwriters at Lloyd's London,* 788 F.3d 375, 380 (4th Cir. 2015) ("'[W]hile it is true that the additional insured is covered for its vicarious liability stemming from the named insured's operations, the insurer's attempt to limit coverage to that alone ignores the [caused in whole or in part by] language of the additional insured endorsements.'") (quoting Scott C. Turner, *Insurance Coverage of Construction Disputes* § 42:4 (2015)).

VI. The Insuring Agreement

The basic coverage provided by the policies is set out in the insuring agreement:

> a. We will pay those sums that the insured becomes legally obligated to pay as damages because of ... "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages.
>
> ...
>
> b. This insurance applies to ... "property damage" only if:
>
> (1) The ... "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
>
> (2) The ... "property damage" occurs during the policy period.

(*E.g.*, Plaintiff's Exhibit 27, p. 31). The policies define "property damage" as "(p)hysical injury to tangible property, including all resulting loss of use of that property." The policies define "occurrence" as "an accident, including continuous or repeated exposure to substantially the same general harmful conditions." (*E.g.*, Plaintiff's Exhibit 27, pp. 44-45). In interpreting those terms in the context of a construction defect case, the South Carolina Supreme Court has "emphasize[d] the 'difference between a claim for the costs of repairing or removing defective work, which is not a claim for 'property damage,' and a claim for the costs of repairing damage caused by the defective work, which is a claim for 'property damage.'" *Crossmann Communities of North Carolina, Inc. v. Harleysville Mutual Insurance Co.,* 395 S.C. 40, 49, 717 S.E.2d 589, 593 (2011) (*Crossman II*) (quoting *United States Fire Insurance Co. v. J.S.U.B., Inc.,* 979 So. 2d 871, 889 (FL 2007). "[T]he relevant occurrence is the repeated infiltration of water into the improperly constructed buildings, which is a progressive injury." *Harleysville Group Insurance v. Heritage Communities, Inc.*, 420 S.C. 321, 351, 803 S.E.2d 288, 305 (2017). The law in South Carolina is now clear "that the cost of repairing faulty workmanship is not covered under CGL policies but resulting property damage beyond the defective work product itself is covered." *Harleysville Group Insurance v. Heritage Communities, Inc.,* 420 S.C. 321, 336, 803 S.E.2d 288, 296 (2017).

"The standard CGL policy grants the insured broad liability coverage for property damage and bodily injury which is then narrowed by a number of exclusions." *Auto Owners Insurance Co. v. Newman*, 385 S.C. 187, 197, 684 S.E.2d 541, 546 (2009). The insured bears the burden of proving a claim falls within the insuring agreement. *See Gamble v. Travelers Insurance Co.,* 251 S.C. 98, 103, 160 S.E.2d 523, 525 (1968). The insurer bears the burden of establishing the applicability of an exclusion. *Owners Insurance Co. v. Clayton*, 364 S.C. 555,

560, 614 S.E.2d 611, 614 (2005).

VII. Two Separate Duties

"A liability insurer has two separate and distinct duties to the insured. First, the insurer is obligated to pay sums the insured becomes obligated to pay. Second, the insurer must defend any suit alleging bodily injury or property damage seeking damages payable under the terms of the policy." *Nationwide Mutual Insurance Co. v. Tate,* 313 S.C. 444, 447, 438 S.E.2d 266, 268 (Ct. App. 1993).

A. Duty to Defend

Under South Carolina law, an insurer's duty to defend is based on the allegations in the underlying complaint. *B.L.G. Enterprises, Inc. v. First Financial Insurance Co.,* 334 S.C. 529, 535, 514 S.E.2d 327, 330 (1999). "If the underlying complaint creates a possibility of coverage under an insurance policy, the insurer is obligated to defend." *City of Hartsville v. South Carolina Municipal Insurance*, 382 S.C. 535, 544, 677 S.E.2d 574, 578 (2009). In determining whether a duty to defend exists, the allegations in the complaint must be taken as true. *Manufacturers and Merchants Mutual Insurance Co. v. Harvey*, 330 S.C. 152, 167, 498 S.E.2d 222, 230 (Ct. App. 1998). An insurer refuses to defend at its own peril. *Stroup Sheetmetal Works, Inc. v. Aetna Casualty & Surety Co.*, 268 S.C. 203, 212-13, 232 S.E.2d 885, 888 (1977).

The Amended Complaints in the underlying construction defect cases alleged faulty work by JJA Framing, including "failing to properly install windows and doors and related flashings and waterproofings" and "failing to properly install the secondary weather barrier." (Plaintiff's Exhibit 3, p. 15; Plaintiff's Exhibit 4, p. 19). The Amended Complaints alleged: "The townhome[] exteriors and common areas contain construction defects that have resulted in water intrusion, and deterioration." (Plaintiff's Exhibit 3, p. 12; see Plaintiff's Exhibit 4, p. 16). The

Amended Complaints alleged:

> [c]ontinuous exposure to moisture and water that intruded and continues to intrude into the subject townhomes causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the townhomes. 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.

(Plaintiff's Exhibit 3, pp. 36-37; Plaintiff's Exhibit 4, p. 41).

When Gross received the tender letter on behalf of Portrait Homes in June 2013, he noted: "The complaint is brought for various construction defects and resultant loss of use. The construction defects appear to be resultant in water intrusion and deterioration as a result." (Plaintiff's Exhibit 58, pp. 1-2). Gross also noted that while "[s]pecific CO dates are not named in the complaint ..., [i]t appears from the contracts/purchase orders in the file that construction commenced in 2002." (Plaintiff's Exhibit 58, p. 2). Gross included a summary of the allegations in the Coverage Question Report he prepared a year later for submission to Parsons (Plaintiff's Exhibit 54, p. 1). Both Gross and Parsons conceded at trial that the allegations in the underlying complaints were the classic formulation triggering coverage under a commercial general liability policy (Trial Transcript, p. 295, line 18 - p. 296, line 14: Gross; Trial Transcript II, p. 169, line 11 - p. 170, line 14: Parsons).

Having concluded Portrait Homes was an additional insured under the Penn National policies, the Court has no difficulty concluding Penn National owed a defense to Portrait Homes in the underlying construction defect cases. By denying coverage, Penn National breached the duty to defend.

"It is uniformly held that when an insurer refuses to defend and the insured is compelled to conduct his own defense, the insured may recover from the insurer, the reasonable expenses of litigation, including costs and attorneys' fees." *Sloan Construction Co. v. Central National Insurance Co.*, 269 S.C. 183, 185, 236 S.E.2d 818, 819 (1977). Portrait Homes seeks to recover defense costs of $42,791.24 paid personally in defending the underlying cases.

Hood Law Firm defended Portrait Homes in the underlying cases, and John Blanton O'Neal, IV was the lead attorney responsible for the representation. The first call O'Neal received about defending Portrait Homes was from Portrait Homes's personal counsel. Hood Law Firm was then hired to defend Portrait Homes by Admiral Insurance Company, who issued policies directly to Portrait Homes (Trial Transcript, p. 140, lines 1-4; p. 141, line 5 - p. 142, line 11). The underlying litigation lasted several years, and over the course of that span Hood Law Firm was paid $352,000 by Admiral to defend Portrait Homes. Portrait Homes is not seeking to recover the defense costs paid by Admiral.[14] Portrait Homes is seeking to recover the defense costs paid personally to Hood Law Firm and another law firm. The Court concludes Portrait Homes is entitled to recover $42,791.24 in damages due to Penn National's breach of the duty to defend.

B. Duty to Indemnify

While the duty to defend is determined by the allegations in the complaint, the duty to indemnify is determined by what is proven at trial. *See Auto-Owners Insurance Co. v. Rhodes,* 405 S.C. 584, 596-97, 748 S.E.2d 781, 787 (2013). The insuring agreement in each of the policies required Penn National to pay those sums that the insured became legally obligated to

[14] O'Neal testified that settlement funds recovered from other insurers alleged to owe coverage to Portrait Homes as an additional insured were applied to repay Admiral (Trial Transcript, p. 186, line 15 - p. 187, line 24).

pay as damages because of "property damage" caused by an "occurrence". The funds Portrait Homes became legally obligated to pay based on the settlement were for "property damage" caused by an "occurrence" as those terms are defined in the Penn National policies and as they have been interpreted by the South Carolina Supreme Court.

Robert Sisnroy testified at the trial of this case. Sisnroy is a professional engineer licensed in South Carolina. Over the course of a 35-year career, he has investigated thousands of projects in South Carolina. He was qualified without objection as an expert in the field of investigating and identifying construction deficiencies and in preparing scopes of repair for fixing construction problems (Trial Transcript, p. 516, line 1 - p. 517, line 6).

Sisnroy was hired by the Persimmon Hill HOA to investigate the construction problems at the project. He did so and issued a report dated December 19, 2012 (Plaintiff's Exhibit 53). Sisnroy found the wood framing itself—the structural members of the walls—to have been of good quality (Trial Transcript, p. 519, lines 7-20). However, with respect to the installation of the windows, including the flashing, he found that work to have been poorly done in violation of the building code. Sisnroy's report includes a hundred pages of photographs of problems around the windows. Sisnroy testified there are approximately 4,000 windows in the project and he did not find a single window location without problems (Trial Transcript, p. 520, lines 2-15).[15]

Sisnroy testified the improper installation of the flashing around the windows and the improper installation of the weather barrier led to water intrusion which caused rot to the wooden members around the windows and into walls. Sisnroy testified the rot caused by the water

[15] Sisnroy did not find any problems with the windows themselves (Trial Transcript, p. 524, lines 1-3).

coming in around the improperly flashed windows was extensive. Sisnroy found oriented strand board (OSB) so deteriorated that he could remove it by hand. He found the rot extended beyond the OSB into the structural members of the building, and he found that condition to be pervasive (Trial Transcript, p. 524, line 9 - p. 527, line 9). In addition to damaging the framing, the water intrusion around the windows caused damage inside the units to drywall and interior trim. Sisnroy testified there was such a massive amount of water entering through the window-wall intersection that even the curtains and plantation blinds were damaged (Trial Transcript, p. 521, line 5 - p. 522, line 25).

Sisnroy testified the use and installation of the air infiltration barrier between the wood framing and the exterior cladding was improper and led to further damage to the framing associated with water getting behind the improperly installed brick and the improperly installed vinyl siding. Therefore, Sisnroy concluded the installer of the air infiltration barrier—the framer—also bore some responsibility for the damage to the wooden members of the building resulting from water intrusion at places other than around the windows (Trial Transcript, p. 564, line 22 - p. 566, line 8).

Jose Castillo testified at trial that JJA Framing was the main framer at the Persimmon Hill project (Trial Transcript II, p. 358, lines 20-23). O'Neal testified his office reviewed documents maintained by the applicable governing body and the documents in the job file (approximately 90,000 - 100,000 pages) to determine the subcontractors who worked on a particular unit (Trial Transcript, p. 97, line 21 - p. 98, line 14). On some of the units, the City of Goose Creek did not have a copy of the certificate of occupancy. On some units, there was no record of who the framer was. O'Neal explained the protocol in those situations:

> [B]ased on our understanding of what we could find in the

> documents, understanding of how Portrait generally worked, and the fact that if you had one building that was framed, that we would have an entity that we could verify. If the one next to it was part of the same building and we didn't -- we couldn't find the documents, we would make an educated assumption on that as well, that you wouldn't change framers in the middle of the building.

(Trial Transcript, p. 98, line 20 - p. 99, line 4). Based on the analysis of records, O'Neal concluded JJA Framing was the framer on approximately 85% of the units (Trial Transcript, p. 97, lines 2-10; p. 98, lines 15-20).

The Scope of Work incorporated into the subcontract with Portrait Homes required JJA Framing to install the windows and the vapor barrier (Plaintiff's Exhibit 41). JJA Framing's faulty work in installing the windows and the vapor barrier caused water intrusion resulting in property damage to the wood walls, drywall, interior trim, and curtains and plantation blinds. In other words, JJA Framing's defective work caused property damage to non-defective work. The damage to the non-defective work constituted physical injury to tangible property, satisfying the definition of "property damage" in Penn National's policies.

As defined in the commercial general liability policies, "property damage" includes all resulting loss of use of both tangible property that has been physically injured and tangible property that has not been physically injured (*E.g.*, Plaintiff's Exhibit 27, p. 45). Sisnroy testified he doubted the townhomes could be lived in while repairs to the non-defective framing were being made (Trial Transcript, p. 529, line 12 - p. 531, line 15).

After Penn National denied coverage to Portrait Homes in the fall of 2014, the defense of Portrait Homes in the underlying construction defect cases continued to be handled by Hood Law Firm. O'Neal testified that for the remainder of 2014 and 2015 and into 2016, they were "going hot and heavy in defending the case for our clients. There are tens of depositions going on,

expert reviews, expert reports, discovery all over the place." (Trial Transcript, p. 106, line 2-10). O'Neal testified the prospects for the defense turned grim. The Persimmon Hill townhome community was a massive project and the construction defect litigation was one of the larger cases that had ever been filed in Berkeley County. O'Neal testified that "larger verdicts were starting to come out. And with the amount of damage that we saw in this, it was not a good outlook for the construction side of the case." (Trial Transcript, p. 107, line 19 - p. 108, line 14).

The plaintiffs' repair estimate—based on Sisnroy's scope of work— was $12,700,000, and the estimate for loss of use was $4,660,000. Facing potential actual damages of $17,380,000 and exposure for punitive damages relating in whole or in part to JJA Framing's work, O'Neal decided the prudent course of action was to attempt to negotiate a settlement on Portrait Homes's behalf (Trial Transcript, p. 108, line 15 - p. 109, line 17; p. 119, lines 5-19).

Portrait Homes settled the claims brought by the plaintiffs in the underlying construction defect cases by paying $3,850,000.[16] The settlement was approved by order filed with the Berkeley County Clerk of Court on March 7, 2016.[17]

O'Neal testified concerning how the settlement of $3,850,000 related to the damage to non-defective work caused by JJA Framing's defective work. JJA Framing was the biggest subcontractor on the job—as is generally the case on a job of this type—and "their work is

[16] Penn National contends the claim for breach of the duty to indemnify fails as a matter of law because the settlement was paid by insurers (mainly Admiral) who issued policies directly to Portrait, rather than having been paid by Portrait Homes personally. South Carolina law does not support Penn National's argument. *See Otis Elevator, Inc. v. Hardin Construction Co.*, 316 S.C. 292, 300, 450 S.E.2d 41, 45-46 (1994) ("'[I]f one party is entitled to indemnity from another, the right to indemnity is not defeated by the fact that the loss to be indemnified for was actually paid by an insurance company.'") (quoting *Tillman v. Wheaton-Haven Recreation Ass'n.*, 580 F.2d 1222, 1230 (4th Cir. 1978)).

[17] At the same time and also over the following months, the plaintiffs settled with the other defendants—except JJA Framing—for the total additional amount of $5,671,899.68. Those settlements were also approved by the court.

integrated throughout the project." (Trial Transcript, p. 113, lines 7-19). O'Neal estimated approximately 50 percent of the plaintiffs' repair estimate of $12,700,000 was for repairing non-defective work that was damaged by JJA Framing's defective work. As to the loss of use figure of $4,660,000, O'Neal allocated 50 to 85 percent to JJA Framing (Trial Transcript, p. 116, line 10 - p. 118, line 10). O'Neal testified he also took into consideration the exposure for punitive damages:

> Q. Were you concerned that Portrait's potential liability relating in whole or in part to JJA Framing's work could expose Portrait to punitive damages?
>
> A. Yes.
>
> Q. Was that a factor you took into consideration in deciding to settle these claims for $3.85 million?
>
> A. Ten years ago it would not have been because punitive damages were not seen very much in construction cases. Around this time we were beginning to see juries and judges come back with punitive awards on top of very large construction defect cases, and so it absolutely played into a determination of how to settle the cases.

(Trial Transcript, p. 119, lines 5-19).

O'Neal testified the entire amount of the $3,850,000 settlement was attributable to JJA Framing's work (Trial Transcript, p. 114, line 23 - p. 115, line 14). O'Neal believed the settlement was fair and reasonable (Trial Transcript, p. 120, lines 12-15).

The Court finds the settlement of $3,850,000 on behalf of Portrait Homes was fair and reasonable under the circumstances and the entire amount of the settlement was attributable in whole or in part to JJA Framing's work. The settlement was for "property damage" caused by an "occurrence" as those terms are used in the Penn National policies. The next step is to determine how much of the settlement is covered by the Penn National policies, which requires

the Court to consider the time on risk doctrine.

VIII. Time on Risk Doctrine

In *Crossmann Communities of North Carolina, Inc. v. Harleysville Mutual Insurance Co.*, 395 S.C. 40, 717 S.E.2d 589 (2011) (*Crossmann II*), the South Carolina Supreme Court adopted the time on risk doctrine for determining insurance coverage for progressive property damage cases like those involving damage to buildings over an extended period of time resulting from water intrusion. The doctrine is designed to reach an approximation of the damage that occurred during a particular policy period. The fundamental basis for the doctrine rests in the language of the liability policies at issue in *Crossmann II*, which required coverage only for property damage that occurred during the policy period. The *Crossmann II* Court abandoned the joint and several/all sums approach because that approach ignored "critical language limiting the insurer's obligation to pay to sums that are attributable to property damage that occurred during the policy period." *Id.* at 60, 717 S.E.2d at 599.

Crossmann II relied heavy on the analysis by the Supreme Judicial Court of Massachusetts in *Boston Gas Co. v. Century Indemnity Co.*, 910 N.E.2d 290 (2009). The South Carolina Supreme Court stated the *Boston Gas* case "provides the reading of the relevant policy language that we believe is correct[.]" 395 S.C. at 61, 717 S.E.2d at 600. The *Boston Gas* Court noted the insuring agreement in the standard CGL policy obligated "the insurer to pay only those damages caused by property damage that 'occurs during the policy period.'" *Crossmann II*, 395 S.C. at 62, 717 S.E.2d at 600 (quoting *Boston Gas*).

The textual analysis stressed in *Crossmann II* is consistent with South Carolina's long-standing rule that an insurance policy is a contract whose meaning depends first and foremost on the language used. *See, e.g., Whitlock v. Stewart Title Guaranty Co.*, 399 S.C. 610, 614, 732

S.E.2d 626, 628 (2018). The time on risk doctrine adopted in *Crossmann II* depended on the language of the particular policies at issue in that case.

While the policies at issue were liability policies containing standard language in the insuring agreement, it is critical to note that all the policies preceded the new edition of the standard coverage form promulgated by the Insurance Services Office in October 2001.[18] The insuring agreement in the October 2001 edition of the CG 00 01 commercial general liability coverage form included a brand new provision: "'[P]roperty damage' which occurs during the policy period ... includes any continuation, change or resumption of that ... 'property damage' after the end of the policy period." *Compare* Plaintiff's Exhibit 27, p. 31 (October 2001 edition of CG 00 01) *with* Plaintiff's Exhibit 64, p. 1 (July 1998 edition). Penn National's insurance expert Bernd Heinze testified the standard commercial general liability coverage form has been periodically updated through the years and the edition in effect prior to the October 2001 edition was the July 1998 edition (Trial Transcript, p. 491, line 2 - p. 493, line 4).

The change in policy language means the time on risk analysis—which was grounded in the policy language—changes as well. *See Walde v. Association Insurance Co.*, 401 S.C. 431, 438 n.4, 737 S.E.2d 631, 634 n.4 (Ct. App. 2012) ("emphasiz[ing] that legal analysis addressing contractual provisions should focus on the language of the contract."). Because Penn National's policies use the October 2001 edition of the CG 00 01 commercial general liability coverage form, the time on risk analysis must be altered so that it is true to the language used in the insurance contracts at issue in the present case. Property damage which occurs during the

[18] The effective dates of the liability policies being construed in *Crossmann II* are listed in *Crossmann Communities of North Carolina, Inc. v. Harleysville Mutual Insurance Co.*, 411 S.C. 506, 512, 769 S.E.2d 453, 456 (Ct. App. 2015) (*Crossmann III*).

period of a Penn National policy "includes any continuation, change or resumption of that ... 'property damage' after the end of the policy period." Therefore, the progressive property damage caused by continuous or repeated exposure to water intrusion occurring *after* the end of a policy period is deemed to be included in what is covered by the policy.

IX. Application of Time on Risk Doctrine

Sisnroy estimated the damage to the buildings would have started two months after the certificate of occupancy (Trial Transcript, p. 527, lines 10-18). He testified that although the damage would progressively have gotten worse over time until repairs were made (Trial Transcript, p. 562, lines 11-17; p. 564, lines 3-13), the scope of repairs included in his report was based on conditions in 2012 and would not have changed even as the damage progressed (Trial Transcript, p. 541, line 14 - p. 543, line 11).[19]

The application of the time on risk doctrine as modified based on the new language in the Penn National policies becomes a math exercise. Charts of the townhome units sorted by building permit date (Defendant's Exhibit 40) and by certificate of occupancy date (Defendant's Exhibit 41) were introduced at trial. The detailed analysis of damage by townhome unit with a summary is attached. The portion of the overall damages—represented by the settlement of $3,850,000—recoverable in each of the five policy years exceeds the limit of each policy ($500,000). The total amount covered by the Penn National policies, therefore, is $2,500,000 (5 policy years x $500,000/year).

X. Prejudgment Interest

Portrait Homes is entitled to prejudgment interest on the damages awarded for breach of

[19] Sisnroy testified the scope of repair would not have been significantly different even going back to 2010 (Trial Transcript, p. 543, line 12 - p. 544, line 6).

the duty to defend ($42,791.24) and on the damages awarded for breach of the duty to indemnify ($2,500,000.00). *See Brooklyn Bridge, Inc. v. South Carolina Insurance Co.,* 309 S.C. 141, 145, 420 S.E.2d 511, 513 (Ct. App. 1992) ("Here, the evidence shows the sum due under the policy was capable of being reduced to certainty. The trial judge therefore properly awarded prejudgment interest from the date of the denial of coverage."). The Court will use the date the order approving the settlement was filed (March 7, 2016) as the start date. The per diem is $609.58 ($2,542,791.24 x 8.75% ÷ 365 days).

XI. Attorney's Fees

A successful insured in coverage litigation can recover its attorney's fees associated with the coverage litigation. *See Hegler v. Gulf Insurance Co.,* 270 S.C. 548, 550-51, 243 S.E.2d 443, 444 (1978) (insured entitled to recover attorney's fees from insurer who sued "to relieve itself of coverage"; the insurer's action "amounted to a wrongful breach of its contractual obligation to defend. The legal fees incurred by [the insured], in successfully asserting his rights against [the insurer's] attempt in the declaratory judgment action to avoid its obligation to defend, were damages arising directly as a result of the breach of the contract."); *Gordan-Gallup Realtors, Inc. v. Cincinnati Insurance Co.,* 274 S.C. 468, 471-72, 265 S.E.2d 38, 40 (1980) (applying *Hegler* to situation in which insured rather than insurer initiated coverage lawsuit). Having successfully proven Penn National breached the insurance contracts, Portrait Homes is entitled to recover its attorney's fees and costs associated with prosecuting the claims against Penn National in this case. Within thirty days of the entry of this Order, Portrait Homes's attorney is directed to submit an affidavit regarding the attorney's fees and costs along with a proposed order addressing each of the six factors governing an award of reasonable attorney's fees listed in *Baron Data Systems, Inc. v. Loter,* 297 S.C. 382, 377 S.E.2d 296 (1989).

XII. Bad Faith

Having found that Penn National breached its duty to defend and indemnify Portrait as an additional insured, the Court now turns to whether or not the conduct of Penn National amounted to bad faith. Bad Faith refusal to pay first party benefits under a contract of insurance includes: (1) the existence of a mutually binding contract of insurance between the plaintiff and the defendant; (2) refusal by the insurer to pay benefits due under the contract; (3) resulting from the insurer's bad faith or unreasonable action in breach of the implied covenant of good faith and fair dealing on the contract; and (4) causing damage to the insured. Howard v. State Farm Mut. Auto Ins. Co., 316 S.C. 445, 450 S.E.2d. 582 (1994). Whether an insurance company is liable for bad faith must be judged by the evidence before it at the time it denied the claim. *Id.* In South Carolina, "there is an implied covenant of good faith and fair dealing in every insurance contract 'that neither party will do anything to impair the other's rights to receive benefits under the contract.'" *Tadlock Painting Co. v. Maryland Cas. Co.*, 322 S.C. 498, 500, 473 S.E.2d 52, 53 (1996) (quoting *Nichols v. State Farm Mut. Auto. Ins. Co.*, 279 S.C. 336, 339, 306 S.E.2d 616, 618 (1983)). "[I]f an insured can demonstrate bad faith or unreasonable action by the insurer in processing a claim under their mutually binding insurance contract, he can recover consequential damages in a tort action." *Nichols v. State Farm Mut. Auto. Ins. Co.*, 279 S.C. 336, 340, 306 S.E.2d 616, 619 (1983). "Further, if [the insured] can demonstrate the insurer's actions were willful or in reckless disregard of the insured's rights, he can recover punitive damages. *Id.*

Penn National had a good faith duty to perform a reasonable investigation into Portrait's claim for coverage as an additional insured. "An insurer has a good faith duty to investigate a claim." *Flynn v. Nationwide Mut. Ins. Co.,* 281 S.C. 391, 315 S.E.2d. 817, 820 (Ct. App. 1984). The performance of a good faith investigation was critical in this case because Penn National had

in its possession the JJA underwriting file which was not available to Portrait. The underwriting file contained a significant amount of information previously discussed in this Order that was important in the analysis for the determination of coverage for Portrait under the policies. The information contained in the underwriting file conclusively showed that Portrait should have been treated as an additional insured under the JJA policies. This information also conflicted with the rationale that Penn National was relying on internally as its basis for denial of the Portrait claim. Although the underwriting file was available to Penn National for use in its investigation of the claim, no meaningful efforts were undertaken by Penn National to review or consider any of its contents. Penn National also had the opportunity to speak with its insured JJA prior to the denial of Portrait's claim. On May 10, 2014, Penn National's independent adjuster was face to face with Jose Castillo at his home and had the opportunity to investigate Portrait's claim but did not. The adjuster made no inquiry to Mr. Castillo about any matter related to Portrait's claim. Had the adjuster done so, the investigation would have reached the same conclusion as would have been reached had Penn National reviewed its underwriting file – JJA Framing and JJA Construction, Inc. were the same business and a singular entity. Trial Tr. vol. 2, 357-358. I find that Penn National breached its good faith duty to perform a reasonable investigation of this claim.

In response to the Portrait tender letters of June 5, 2013 and May 23, 2014 to Penn National requesting coverage for defense and indemnity as an additional insured under the JJA policies, the response from Penn National was the denial of coverage letter from Greg Gross dated September 30, 2014, nearly seventeen (17) months after the initial tender. Gross' letter states the sole basis of the denial is that "... the sole avenue to additional insured status would be through an endorsement providing additional insured status for completed operations. The above

polices do not contain such an endorsement." (Pl. Ex. 9). This statement is false, and the policies do contain endorsements providing additional insured status for completed operations.

South Carolina Code Ann. 38-59-20 does not provide a private cause of action for a plaintiff in the context of bad faith. It is, however, instructive when evaluating the conduct of Penn National. Knowingly misrepresenting to insureds pertinent facts or policy provisions relating to coverage at issue or providing deceptive or misleading information with respect to coverages is considered an unfair claims practice in South Carolina. S.C. Code Ann. 38-59-20(2). Because there were endorsements that existed in the policies for providing additional insured status for completed operations, Penn National misrepresented the coverages to Portrait that applied to the claim. Penn National adjuster Greg Gross, Penn National Home Office in-house legal counsel, Adam Parsons, and Penn National's insurance expert, Bernd Heinze, all conceded in their testimony at trial that this sole reason for the denial was false. Trial Tr. vol. 1, 299; 434; Trial Tr. vol. 2, 172-173; 520. I find that Penn National knowingly misrepresented the coverages under the policies to Portrait, and the denial of Portrait's claim was unreasonable and in bad faith. Furthermore, I find that Penn National's actions were willful and in reckless disregard of Portrait's rights. I further find by clear and convincing evidence that punitive damages are appropriate in this case. This Court finds that Penn National's conduct, in addition to being in conflict with the insuring agreements of the policies, is the exact type of conduct that South Carolina bad faith law seeks to deter.

Portrait Homes is awarded $3,892,791.20 ($3,850.000.00 amount it paid in settlement plus $42,791.24 attorney's fees) in damages for the breach of the duty of good faith and fair dealing/bad faith. A hearing will be conducted at a later time to determine the amount of punitive damages. *See* S.C. Code Ann. § 15-32-520.

XIII. Conclusion

Portrait Homes qualified as an additional insured under five of the Penn National policies. Penn National breached the duty to defend by not providing a defense, and Penn National breached the duty to indemnify by not paying the settlement reached on behalf of Portrait Homes in the underlying construction defect litigation. As damages proximately caused by the breach of the duty to defend, Portrait Homes is entitled to recover the attorney's fees and expenses personally paid towards the defense. As damages proximately caused by the breach of the duty to indemnify, Portrait Homes is entitled to recover for the settlement—constrained by a time on risk analysis and the limits of the applicable policies. Portrait Homes is entitled to prejudgment interest on both sets of damages. Portrait Homes is also entitled to attorney's fees and costs in prosecuting this coverage case. The Court also finds Penn National acted in bad faith and acted willfully and recklessly disregarded Portrait Homes's rights when it breached the duty to defend and the duty to indemnify Portrait Homes in the underlying construction defect action. Portrait Homes is entitled to recover bad faith and punitive damages. A hearing will be conducted at a later time to determine the amount of punitive damages.

IT IS SO ORDERED.

_____

The Honorable Roger Young Sr.