

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Diane Goodstein, Circuit Court Judge

Case No. 2012-CP-10-7594
Appellate Case No. 2018-001230

RECEIVED

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SC Court of Appeals

One Belle Hall Property Owners Association, Inc., and
Marvin T. Meek and Francis E. Hill, individually and
on behalf of all others similarly situated,.....

Respondents,

v.

Builders FirstSource-Southeast Group, LLC, ...

Appellant.

RECORD ON APPEAL
VOLUME X

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Property Owners Association, Inc., and
Marvin T. Meek and Francis E. Hill,
Individually and on behalf of all others
similarly situated

**RECORD ON APPEAL
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Certificate of Counsel

Append
C

0313 -

12351

APPENDIX C

WINDOW LEAKAGE TEST REPORTS

WDP

WDP OBH 12313

ROA_04078

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/7/2013 10:00AM
WDP Job Name/#: 1
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 101, 1ST FLOOR, WINDOW ON WEST
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041
Operation type: SINGLE HUNG
Dimensions: 32" X 72"
Materials: VINYL
Condition/Modifications SOME STAINING ON STOOL

Certification Label: H-LC50, 54x78
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.

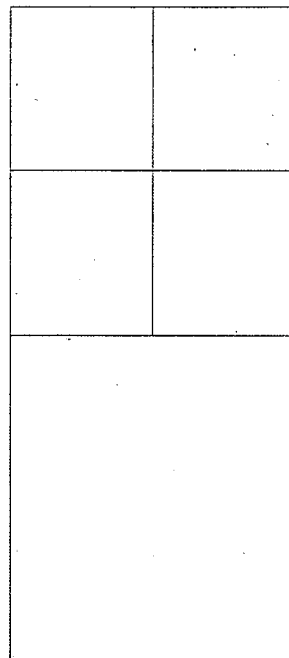




& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 6 MIN. INTO TEST AT THE HORIZONTAL JOINT OF THE BACK DAM NEAR THE LEFT CORNER (LOCATION 1). WATER WICKED TO SILL AT 17 MIN.
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	62.6	52.4	
Barometric Pressure (inHg)	30.37	30.37	
Relative Humidity (%)	64.3	49.6	
Wind Speed (mph) / Direction	N/A	1.5 W	



LOCATION 1
T=6MIN
HORIZONTAL JOINT OF BACK DAM

WDP OBH 12315

ROA_04080

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/7/2013 11:00AM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 101, 1ST FLOOR, WINDOW ON WEST
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008), *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: SINGLE HUNG
Dimensions: 32" X 72"
Materials: VINYL
Condition/Modifications SOME STAINING ON STOOL

Certification Label: H-LC50, 54x78
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: *A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.*



WDP OBH 12316

ROA_04081



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED 1 MIN. INTO TEST AT THE HORIZONTAL JOINT OF THE BACK DAM NEAR THE LEFT CORNER (LOCATION 1) AND PERCOLATING UP FROM THE TOP LEFT CORNER OF SASH AT MEETING RAIL (LOCATION 2). WATER CONTINUED TO MIGRATE IN AND AT 6 MIN. DRIPPED ONTO STOOL AREA WHERE EXISTING STAINING WAS OBSERVED (LOCATION 3).
Pressure differential (inwc)	.48		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	8		
Test Number (if multiple)	2		
Comments:			
	Interior	Exterior	
Temperature (°F)	62.6	57.7	
Barometric Pressure (inHg)	30.37	30.37	
Relative Humidity (%)	64.3	43.7	
Wind Speed (mph) / Direction	N/A	.9 W	

LOCATION 2
T=1 MIN.
CORNER OF MEETING RAIL

LOCATION 1
T=1 MIN.
HORIZONTAL JOIN OF BACK DAM

LOCATION 3
T=6 MIN.
DRIP ONTO EXISTING STAINING

WDP OBH 12317

ROA_04082

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/7/2013 2:00PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 201, 2ND FLOOR, WINDOW ON WEST
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: SINGLE HUNG
Dimensions: 32" X 72"
Materials: VINYL
Condition/Modifications CENTER OF LOWER SASH SWEEP BENT
STAINING AND ROT ON OSB
EVIDENCE OF PRIOR WATER INFILTRATION ON STOOL
Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12318

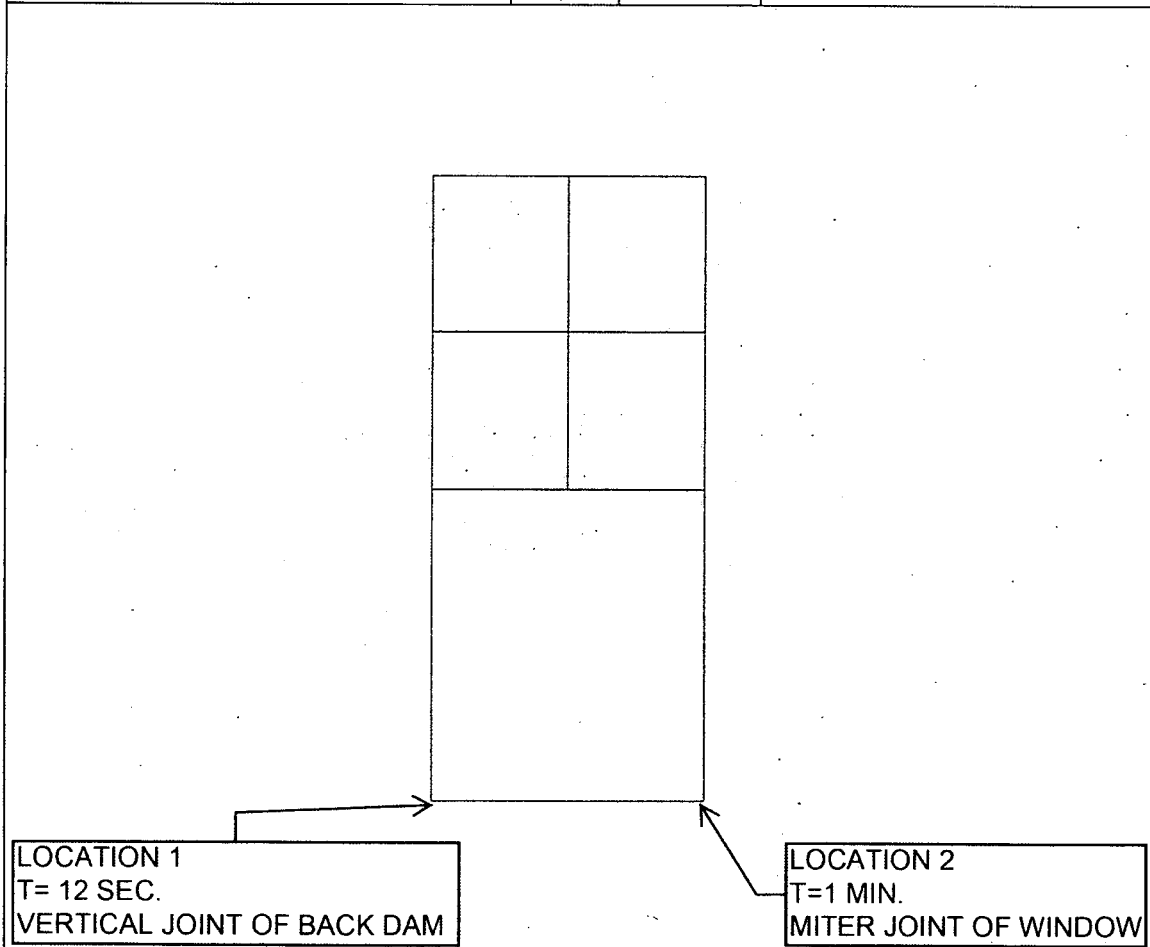
ROA_04083



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 12 SEC. INTO TEST AT THE VERTICAL JOINT BETWEEN BACK DAM AND WINDOW FRAME (LOCATION 1). JOINT WAS OBSERVED TO BE COMPROMIZED. WATER INTRUSION OBSERVED 1 MIN. INTO TEST AT LOWER RIGHT MITER JOINT OF WINDOW FRAME (LOCATION 2). WATER CONTINUED TO MIGRATE ONTO STOOL AND DOWN THE INTERIOR FACE OF THE OSB BELOW THE WINDOW SILL. TESTING TERMINATED AFTER 3.5 MIN. DUE TO EXCESSIVE WATER.
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	3:30		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	72.1	63.7	
Barometric Pressure (inHg)	30.29	30.30	
Relative Humidity (%)	57.1	31.6	
Wind Speed (mph) / Direction	N/A	1.5 W	



WDP OBH 12319

ROA_04084

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/7/2013 2:09PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 201, 2ND FLOOR, WINDOW ON WEST
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008): *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: SINGLE HUNG
Dimensions: 32" X 72"
Materials: VINYL
Condition/Modifications: CENTER OF LOWER SASH SWEEP BENT
STAINING AND ROT ON OSB
EVIDENCE OF PRIOR WATER INFILTRATION ON STOOL
Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12320

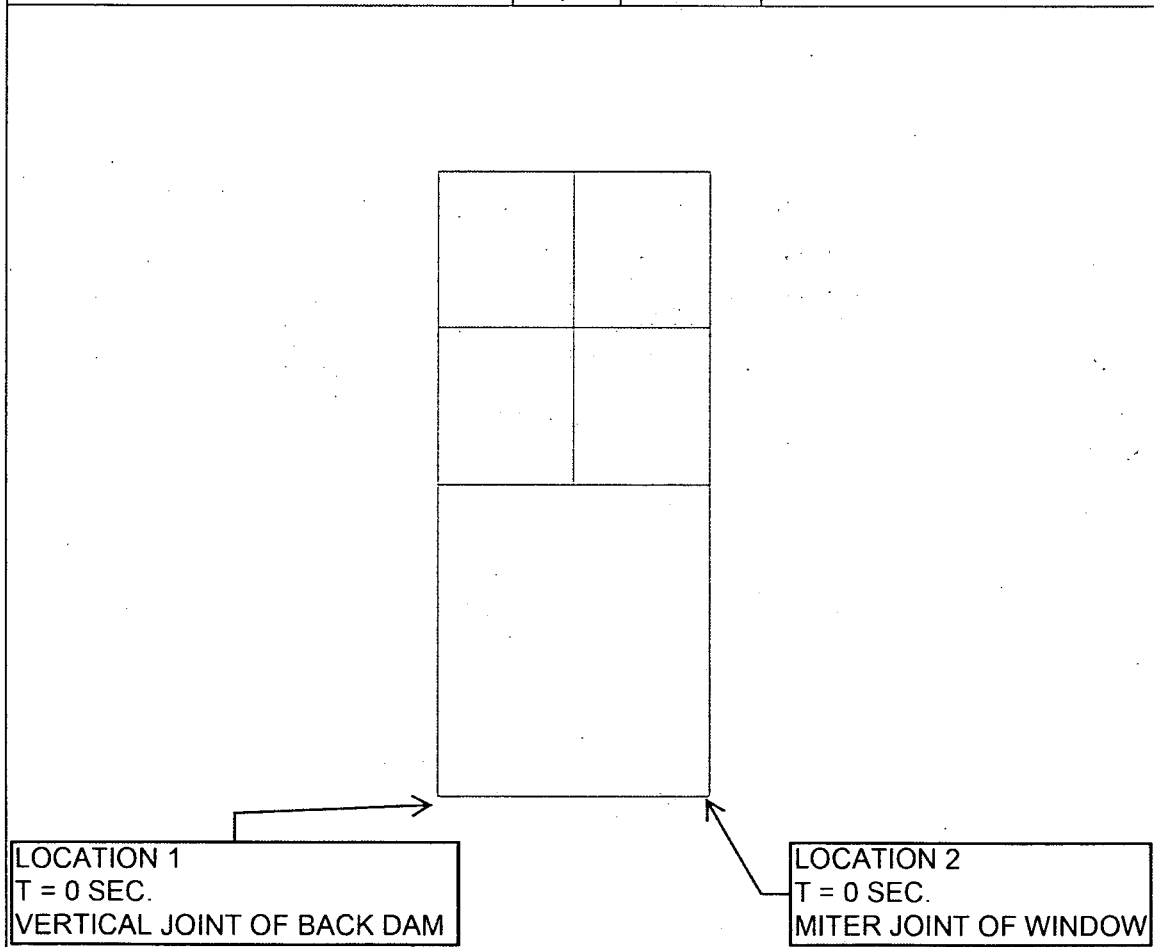
ROA_04085



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED IMMEDIATELY UPON TESTING AT THE VERTICAL JOINT BETWEEN BACK DAM AND WINDOW FRAME (LOCATION 1). WATER INTRUSION OBSERVED IMMEDIATELY UPON TESTING AT LOWER RIGHT MITER JOINT OF WINDOW FRAME (LOCATION 2). WATER CONTINUED TO MIGRATE ONTO STOOL AND DOWN THE INTERIOR FACE OF THE OSB BELOW THE WINDOW SILL. TESTING TERMINATED AFTER 1 MIN. DUE TO EXCESSIVE WATER.
Pressure differential (inwc)	.48		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	<1 MIN		
Test Number (if multiple)	2		
Comments:			
	Interior	Exterior	
Temperature (°F)	72.3	63.7	
Barometric Pressure (inHg)	30.30	30.30	
Relative Humidity (%)	55.8	31.6	
Wind Speed (mph) / Direction	N/A	1.5 W	



WDP OBH 12321

ROA_04086

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/7/2013 3:43PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 303, 3RD FLOOR, WINDOW ON NORTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64 3/8" X 71"
Materials: VINYL
Condition/Modifications OSB ROT AT BOTTOM RIGHT
Evidence of prior water infiltration on stool, meeting rail, and window head

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12322

ROA_04087

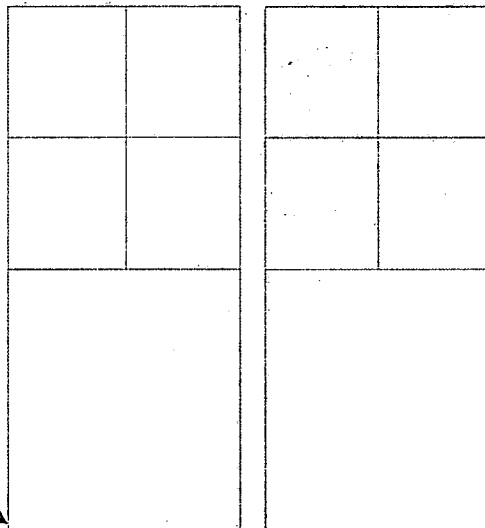


& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 4 MIN. INTO TESTING AT THE VERTICAL JOINT BETWEEN BACK DAM AND WINDOW FRAME (LOCATION 1). WATER OBSERVED 8 MIN. INTO TESTING RUNNING DOWN THE INTERIOR FACE OF THE OSB BELOW THE WINDOW (LOCATION 2).
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	68.9	55.4	
Barometric Pressure (inHg)	30.30	30.32	
Relative Humidity (%)	36.6	46.4	
Wind Speed (mph) / Direction	N/A	1.5 W	

LOCATION 1
T = 4 MIN.
VERTICAL JOINT
OF BACK DAM



LOCATION 2
T = 8 MIN.
INTERIOR FACE OF OSB

WDP OBH 12323

ROA_04088

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/7/2013 4:16PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 303, 3RD FLOOR, WINDOW ON NORTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64 3/8" X 71"
Materials: VINYL
Condition/Modifications OSB ROT AT BOTTOM RIGHT

Evidence of prior water infiltration on stool, meeting rail, and window head

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: *A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.*



WDP OBH 12324

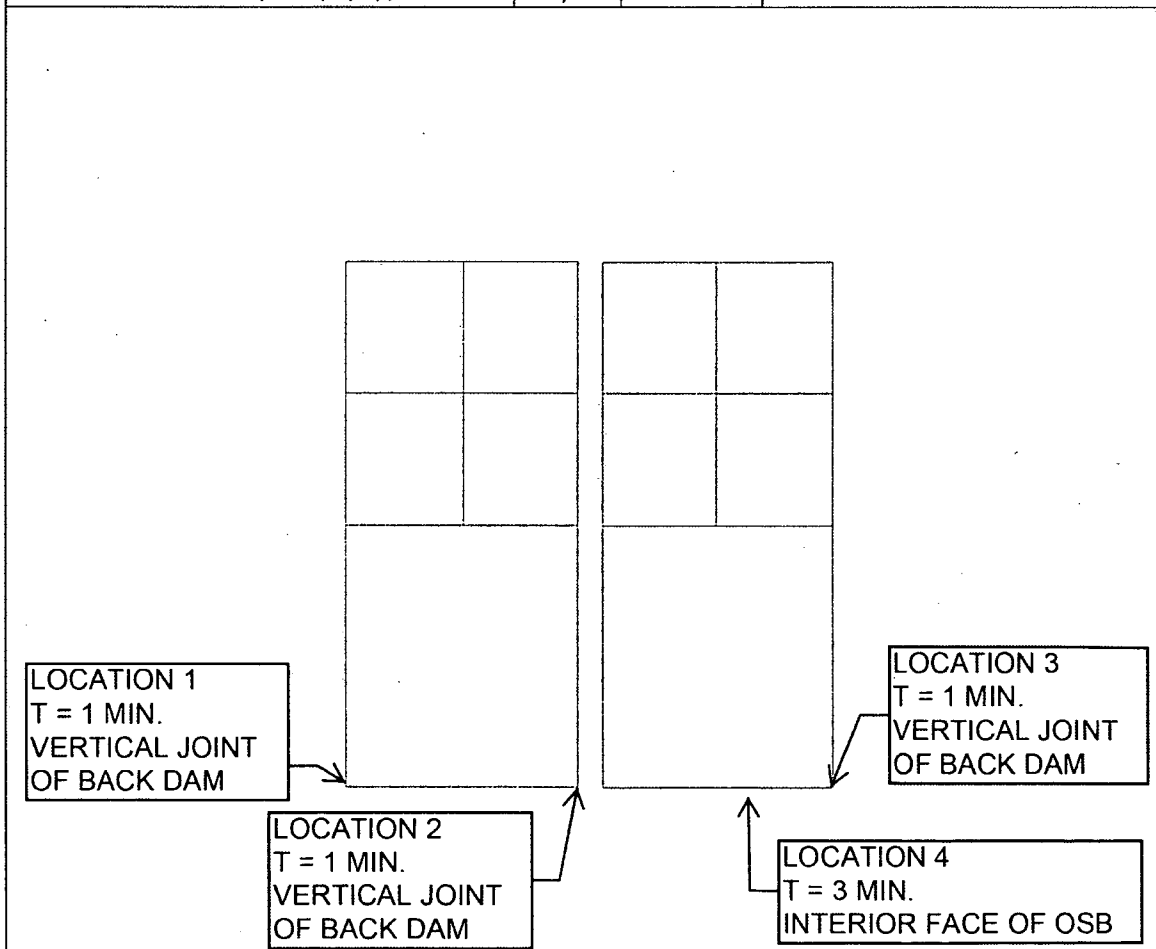
ROA_04089



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED 1 MIN. INTO TESTING AT THE VERTICAL JOINT BETWEEN BACK DAM AND WINDOW FRAME (LOCATIONS 1, 2 &3). WATER OBSERVED 3 MIN. INTO TESTING RUNNING DOWN THE INTERIOR FACE OF THE OSB BELOW THE WINDOW (LOCATION 4).
Pressure differential (inwc)	.48		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	6		
Test Number (if multiple)	2		
Comments:			
	Interior	Exterior	
Temperature (°F)	70.4	52.9	
Barometric Pressure (inHg)	30.33	30.32	
Relative Humidity (%)	41.5	50.3	
Wind Speed (mph) / Direction	N/A	2.3 W	



WDP OBH 12325

ROA_04090

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/7/2013 4:22PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 303, 3RD FLOOR, WINDOW ON NORTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64 3/8" X 71"
Materials: VINYL
Condition/Modifications OSB ROT AT BOTTOM RIGHT
Evidence of prior water infiltration on stool, meeting rail, and window head

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12326

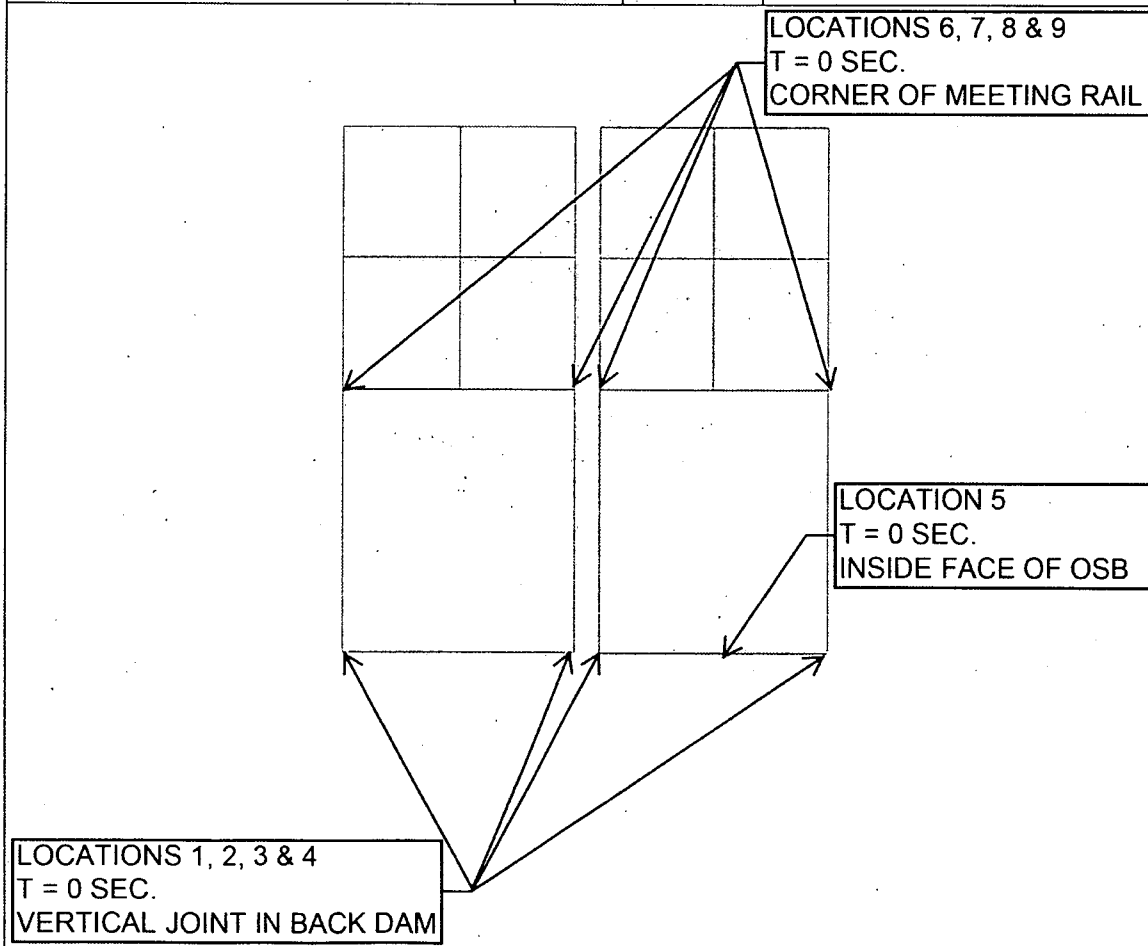
ROA_04091



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED IMMEDIATELY UPON TESTING AT THE VERTICAL JOINTS BETWEEN BACK DAMS AND WINDOW FRAME (LOCATIONS 1, 2, 3 & 4) AND STREAMING DOWN THE INSIDE FACE OF THE OSB BELOW THE WINDOW (LOCATION 5). WATER WAS OBSERVED PERCOLATING UP THROUGH ALL 4 CORNERS OF THE TWO MEETING RAILS (LOCATIONS 6, 7, 8 & 9). TEST TERMINATED AFTER 30 SECONDS DUE TO AMOUNT OF WATER INFILTRATING.
Pressure differential (inwc)	.96		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	< 1		
Test Number (if multiple)	3		
Comments:			
	Interior	Exterior	
Temperature (°F)	71.5	52.9	
Barometric Pressure (inHg)	30.32	30.32	
Relative Humidity (%)	39.1	50.3	
Wind Speed (mph) / Direction	N/A	2.3 W	



WDP OBH 12327

ROA_04092

ASTM E1105 Test Report

<u>Testing Agency:</u>	Whitlock Dalrymple Poston and Associates, P.C. (WDP)
<u>Date / Time:</u>	1/8/2013 10:12AM
<u>WDP Job Name/#:</u>	12158
<u>Building Address:</u>	2000 BELLE ISLE AVE
<u>Location of Window:</u>	UNIT 101, 1ST FLOOR, WINDOW ON SOUTH ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

<u>Manufacturer:</u>	ENERGY SAVING PRODUCTS OF FLORIDA, INC.
<u>Model:</u>	2031/2041 IMPACT SINGLE HUNG
<u>Operation type:</u>	SINGLE HUNG
<u>Dimensions:</u>	30 1/2" X 71 1/2"
<u>Materials:</u>	VINYL
<u>Condition/Modifications</u>	Evidence of prior water infiltration on stool Staining and rot on OSB beneath sill
<u>Certification Label:</u>	NONE
<u>Age of the test specimen:</u>	BUILDING CONSTRUCTED IN 2006
<u>Air Pressure Measurement:</u>	<i>A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.</i>



WDP OBH 12328

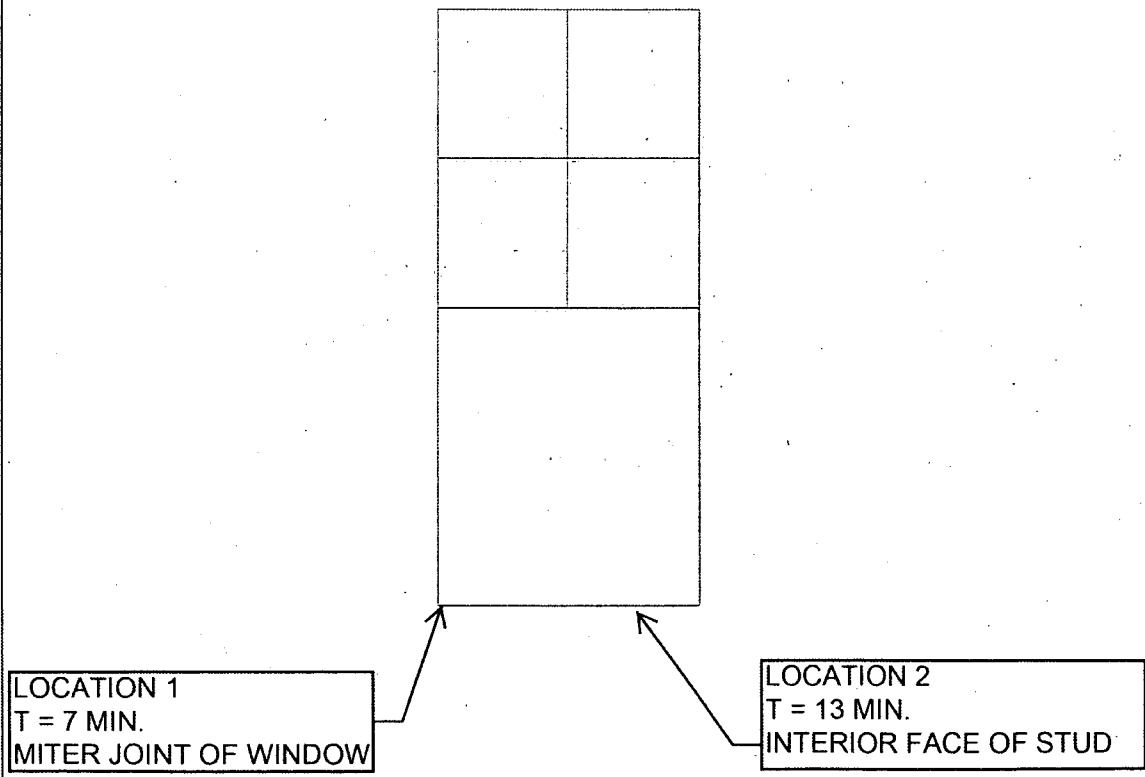
ROA_04093



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 7 MIN. INTO TEST AT LOWER LEFT MITER JOINT OF THE WINDOW FRAME (LOCATION 1). WATER OBSERVED 13 MIN. INTO TEST RUNNING DOWN THE STUDS BELOW THE WINDOW (LOCATION 2).
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	67.1	58.2	
Barometric Pressure (inHg)	30.38	30.38	
Relative Humidity (%)	57.9	60.6	
Wind Speed (mph) / Direction	N/A	.7 S	



WDP OBH 12329

ROA_04094

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/8/2013 10:40AM
WDP Job Name/#: 12158
Building Address: 2000 BELLE ISLE AVE
Location of Window: UNIT 101, 1ST FLOOR, WINDOW ON SOUTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008), *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: SINGLE HUNG
Dimensions: 30 1/2" X 71 1/2"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool
Staining and rot on OSB beneath sill

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12330

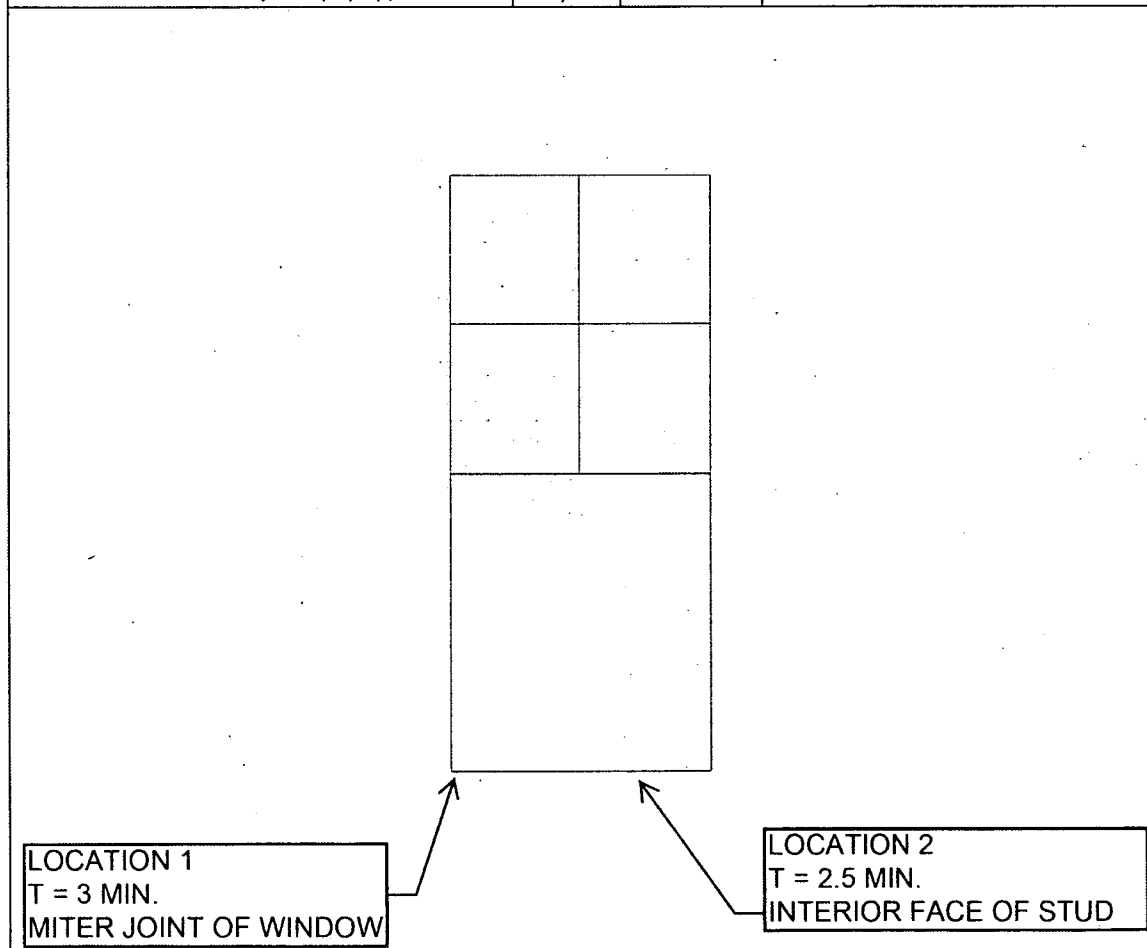
ROA_04095



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED 3 MIN. INTO TEST AT LOWER LEFT MITER JOINT OF THE WINDOW FRAME (LOCATION 1). WATER OBSERVED 2.5 MIN. INTO TEST RUNNING DOWN THE STUDS BELOW THE WINDOW (LOCATION 2).
Pressure differential (inwc)	.48		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	2		
Comments:			
	Interior	Exterior	
Temperature (°F)	68.8	65.8	
Barometric Pressure (inHg)	30.35	30.37	
Relative Humidity (%)	53.7	48.8	
Wind Speed (mph) / Direction	N/A	1.7 W	



WDP OBH 12331

ROA_04096

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/8/2013 11:00AM
WDP Job Name/#: 12158
Building Address: 2000 BELLE ISLE AVE
Location of Window: UNIT 101, 1ST FLOOR, WINDOW ON SOUTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: SINGLE HUNG
Dimensions: 30 1/2" X 71 1/2"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool
Staining and rot on OSB beneath sill

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12332

ROA_04097



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED 10 SEC. INTO TESTING AT LOWER LEFT MITER JOINT OF THE WINDOW FRAME (LOCATION 1) AND RUNNING DOWN THE STUDS BELOW THE WINDOW (LOCATION 2). WATER WAS OBSERVED PERCOLATING UP THROUGH BOTH CORNERS OF THE MEETING RAIL (LOCATIONS 3 & 4).
Pressure differential (inwc)	.96		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	3		
Comments:			
	Interior	Exterior	
Temperature (°F)	69.3	65.8	
Barometric Pressure (inHg)	30.36	30.37	
Relative Humidity (%)	54.6	48.8	
Wind Speed (mph) / Direction	N/A	1.7 W	

LOCATIONS 3 & 4
T = 1 MIN.
CORNERS OF MEETING RAIL

LOCATION 1
T = 10 SEC.
MITER JOINT OF WINDOW

LOCATION 2
T = 10 SEC.
INTERIOR FACE OF STUD

WDP OBH 12333

ROA_04098

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/8/2013 11:45AM
WDP Job Name/#: 12158
Building Address: 2000 BELLE ISLE AVE
Location of Window: UNIT 101, 1ST FLOOR, WINDOW ON WEST
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E-1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64 1/2" X 70 1/2"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool
Staining and rot on OSB beneath sill

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: *A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.*



WDP OBH 12334

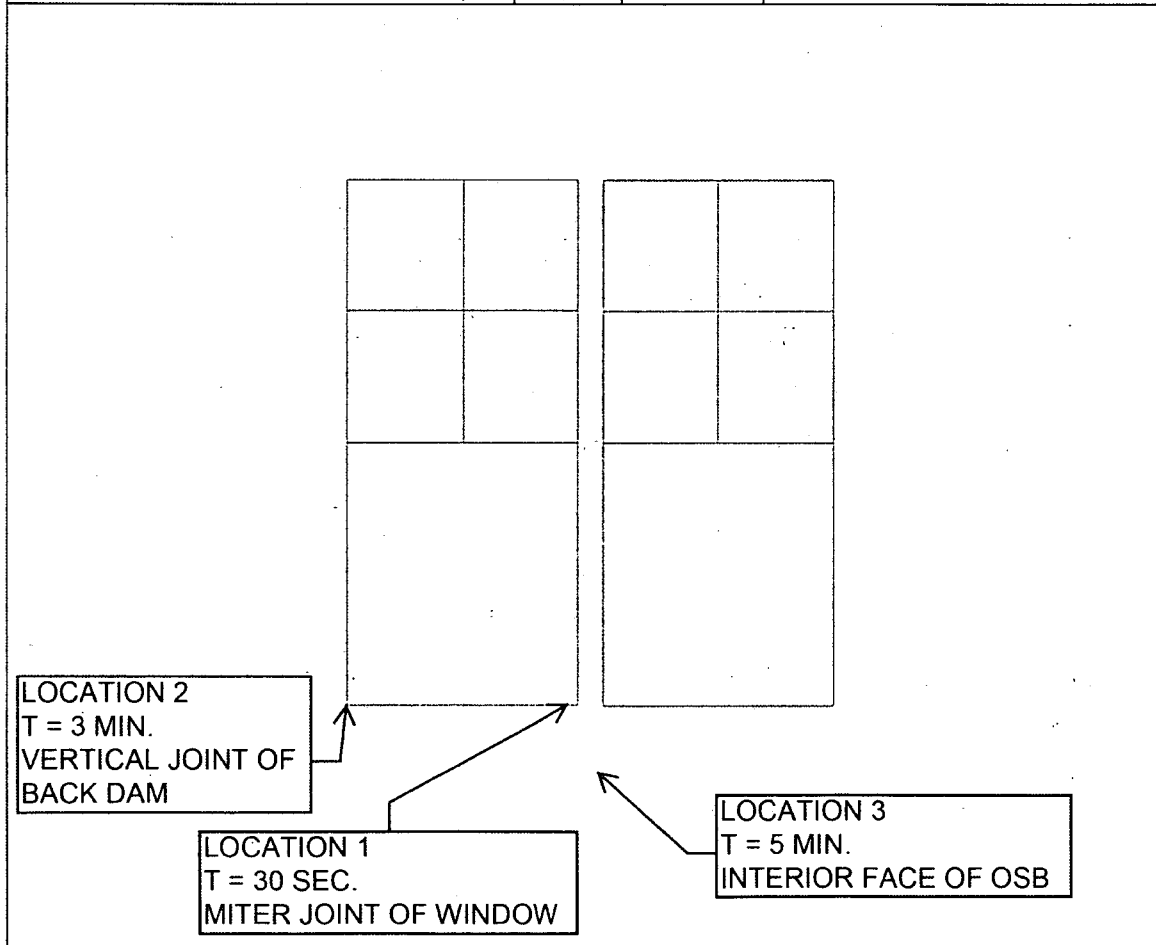
ROA_04099



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 30 SEC. INTO TEST AT THE LOWER RIGHT MITER JOINT ON THE LEFT WINDOW (LOCATION 1). WATER INTRUSION OBSERVED 3 MIN. INTO TEST AT THE VERTICAL JOINT OF THE BACK DAM NEAR THE LEFT CORNER (LOCATION 2). WATER OBSERVED 5 MINUTES INTO TEST ON THE INTERIOR FACE OF THE OSB UNDER A TEST CUT PERFORMED PREVIOUSLY (LOCATION 3). OSB HAD SIGNIFICANT WATER DAMAGE.
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	70.7	75.1	
Barometric Pressure (inHg)	30.30	20.31	
Relative Humidity (%)	55.1	75	
Wind Speed (mph) / Direction	N/A	1.1	



WDP OBH 12335

ROA_04100

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/8/2013 11:45AM
WDP Job Name/#: 12158
Building Address: 2000 BELLE ISLE AVE
Location of Window: UNIT 101, 1ST FLOOR, WINDOW ON WEST
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64 1/2" x 70 1/2"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool
Staining and rot on OSB beneath sill

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12336



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED 30 SEC. INTO TEST AT THE LOWER RIGHT MITER JOINT ON THE LEFT WINDOW (LOCATION 1). WATER INTRUSION OBSERVED 3 MIN. INTO TEST AT THE VERTICAL JOINT OF THE BACK DAM NEAR THE LEFT CORNER (LOCATION 2). WATER OBSERVED 2 MIN. INTO TEST ON THE INTERIOR FACE OF THE OSB UNDER A TEST CUT PERFORMED PREVIOUSLY (LOCATION 3) AND PERCOLATING UP AT CORNER OF MEETING RAIL (LOCATION 4). TEST STOPPED DUE TO VOLUME OF WATER SPILLING OVER STOOL.
Pressure differential (inwc)	.48		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	3:45		
Test Number (if multiple)	2		
Comments:			
	Interior	Exterior	
Temperature (°F)	73.9	75.1	
Barometric Pressure (inHg)	30.31	30.31	
Relative Humidity (%)	55.7	75	
Wind Speed (mph) / Direction	N/A	1.1	

LOCATION 4
T = 2 MIN.
CORNER OF MEETING RAIL

LOCATION 2
T = 3 MIN.
VERTICAL JOINT OF
BACK DAM

LOCATION 1
T = 30 SEC.
MITER JOINT OF WINDOW

LOCATION 3
T = 2 MIN.
INTERIOR FACE OF OSB

WDP OBH 12337

ROA_04102

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/8/2013 3:40PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 204, 2ND FLOOR, WINDOW ON SOUTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008), *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64 1/2" X 70"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool and meeting rail.
Staining and rot on jamb studs and OSB

Certification Label: H-LC50, 54x78
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12338

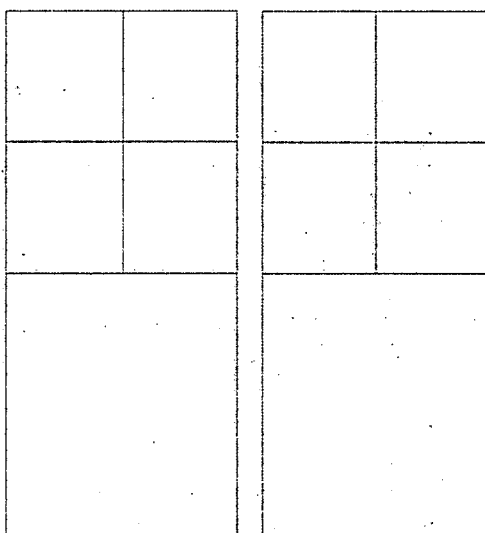
ROA_04103



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 1 MIN. INTO TEST AT THE VERTICAL JOINT OF THE BACK DAM NEAR THE RIGHT CORNER (LOCATION 1). WATER CONTINUED TO MIGRATE INTO WALL CAVITY AT JAMB.
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	77.6	74.8	
Barometric Pressure (inHg)	30.30	30.28	
Relative Humidity (%)	50.8	53.2	
Wind Speed (mph) / Direction	N/A	.5 S	



LOCATION 1
T = 1 MIN.
VERTICAL JOINT OF BACK DAM

WDP OBH 12339

ROA_04104

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/8/2013 4:12PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 204, 2ND FLOOR, WINDOW ON SOUTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64 1/2" X 70"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool and meeting rail
Staining and rot on jamb studs and OSB

Certification Label: H-LC50, 54x78
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12340

ROA_04105

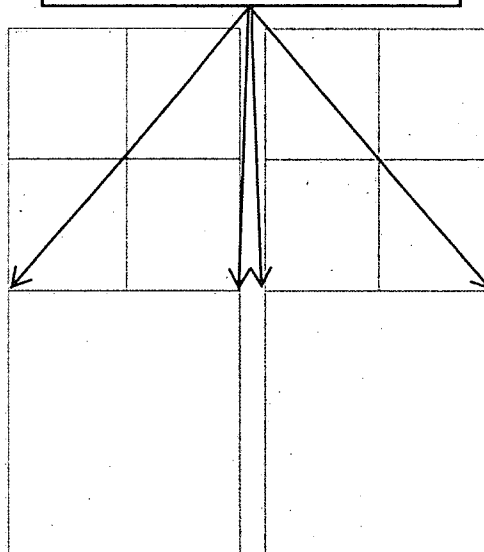


& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED IMMEDIATELY UPON TESTING AT THE VERTICAL JOINTS OF THE BACK DAMS (LOCATIONS 1 & 2). WATER INTRUSION OBSERVED 2 MIN. INTO TESTING PERCOLATING UP FROM THE CORNERS OF THE MEETING RAIL (LOCATIONS 3, 4, 5 & 6).
Pressure differential (inwc)	.48		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	2		
Comments:			
	Interior	Exterior	
Temperature (°F)	77.1	72.5	
Barometric Pressure (inHg)	30.28	30.28	
Relative Humidity (%)	61.6	60.3	
Wind Speed (mph) / Direction	N/A	1.5 S	

LOCATIONS 3, 4, 5 & 6
T = 2 MIN.
CORNERS OF MEETING RAILS



LOCATION 1
T = 0 SEC.
VERTICAL JOINTS OF
BACK DAMS

WDP OBH 12341

ROA_04106

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/9/2013 10:17AM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 301, 3RD FLOOR, WINDOW ON SOUTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64" X 70"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12342

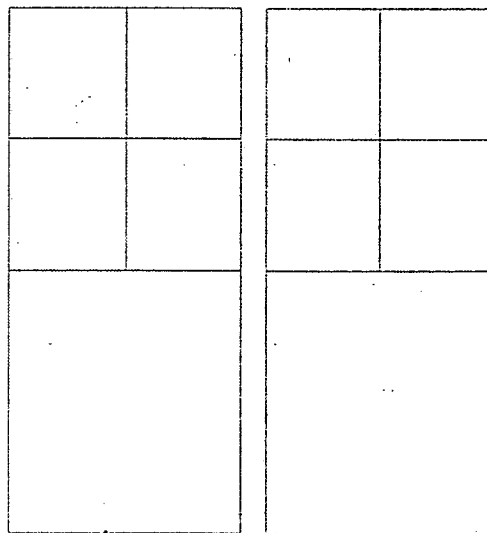
ROA_04107



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 6 MIN. INTO TEST AT THE HORIZONTAL JOINT OF THE BACK DAM NEAR THE RIGHT CORNER OF THE LEFT WINDOW (LOCATION 1). WATER INTRUSION OBSERVED 17 MIN. INTO TEST AT A PRE-EXISTING CRACK IN THE WINDOW FRAME (LOCATION 2).
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	69.4	71.6	
Barometric Pressure (inHg)	30.34	30.34	
Relative Humidity (%)	62.9	65.6	
Wind Speed (mph) / Direction	N/A	0	



LOCATION 2
T = 17
WINDOW FRAME CRACK

LOCATION 1
T = 6
HORIZONTAL JOINT OF BACK DAM

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/9/2013 10:52AM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 301, 3RD FLOOR, WINDOW ON SOUTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64" X 70"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12344

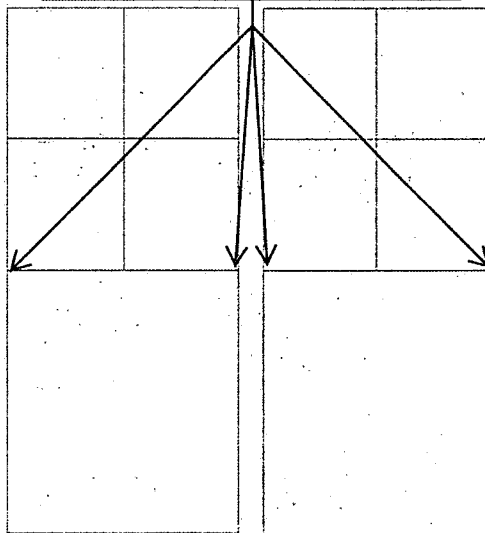


& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED 10 SEC. INTO TEST AT THE HORIZONTAL JOINT OF THE BACK DAM NEAR THE RIGHT CORNER OF THE LEFT WINDOW (LOCATION 1) AND AT A PRE-EXISTING CRACK IN THE WINDOW FRAME (LOCATION 2). WATER INTRUSION OBSERVED 2.5 MIN. INTO TEST PERCOLATING AT ALL 4 CORNERS OF MEETING RAILS (LOCATIONS 3, 4, 5 & 6). TESTING TERMINATED EARLY DUE TO EXCESSIVE WATER INTRUSION.
Pressure differential (inwc)	.48		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	5:00		
Test Number (if multiple)	2		
Comments:			
	Interior	Exterior	
Temperature (°F)	71.9	70.1	
Barometric Pressure (inHg)	30.35	30.34	
Relative Humidity (%)	56.1	70.1	
Wind Speed (mph) / Direction	N/A	4	

LOCATIONS (3, 4, 5 & 6)
T = 2.5 MIN.
CORNERS OF MEETING RAILS



LOCATION 2
T = 10 SEC
CRACK IN WINDOW FRAME

LOCATION 1
T = 10 SEC.
HORIZONTAL JOINT OF
BACK DAM

WDP OBH 12345

ROA_04110

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/9/2013 1:30PM
WDP Job Name/#: 12158
Building Address: 1900 BELLE ISLE AVE
Location of Window: UNIT 201, 2ND FLOOR, WINDOW ON SOUTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64" X 71"
Materials: VINYL
Condition/Modifications HEAVY ROT UNDER WINDOW ON OSB
EVIDENCE OF PRIOR WATER INFILTRATION ON STOOL

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



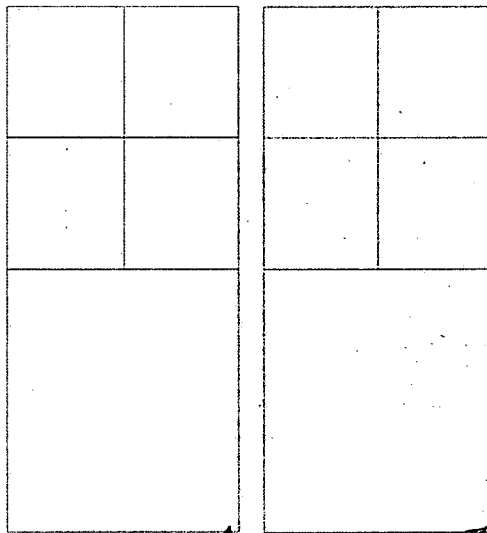
WDP OBH 12346



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 10 SEC. INTO TEST AT THE VERTICAL JOINTS OF THE BACK DAMS (LOCATIONS 1 & 2). WATER OBSERVED 1 MIN. INTO TEST RUNNING DOWN THE INTERIOR FACE OF THE OSB (LOCATIONS 3 & 4). TESTING TERMINATED EARLY DUE TO EXCESSIVE WATER INTRUSION.
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	3:50		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	73.9		
Barometric Pressure (inHg)	30.33		
Relative Humidity (%)	60.4		
Wind Speed (mph) / Direction	N/A		



LOCATION 4
T = 1 MIN.
INTERIOR FACE OF OSB

LOCATIONS 1 & 2
T = 10 SEC.
VERTICAL JOINTS IN BACK DAMS

LOCATION 3
T = 1 MIN.
INTERIOR FACE OF OSB

WDP OBH 12347

ROA_04112

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/9/2013 4:13PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 101, 1ST FLOOR, WINDOW ON NORTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64" X 71"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



WDP OBH 12348

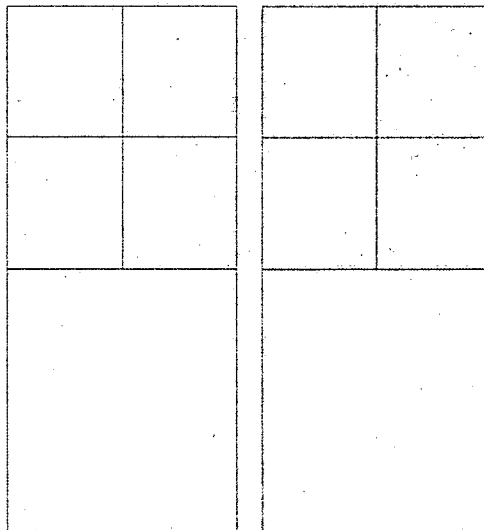
ROA_04113



& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	N/A		Results: WATER INTRUSION OBSERVED 5 MIN. INTO TEST AT THE HORIZONTAL JOINT OF THE BACK DAM NEAR THE LEFT CORNER (LOCATION 1). WATER OBSERVED AT 16 MIN. INTO TESTING RUNNING DOWN INTERIOR FACE OF OSB (LOCATION 2).
Pressure differential (inwc)	0		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	18		
Test Number (if multiple)	1		
Comments:			
	Interior	Exterior	
Temperature (°F)	72.9	71.7	
Barometric Pressure (inHg)	30.33	30.34	
Relative Humidity (%)	60.4	67.4	
Wind Speed (mph) / Direction	N/A	1.5 E	



LOCATION 1
T = 5 MIN.
HORIZONTAL JOINT OF BACK DAM

LOCATION 2
T = 16 MIN.
INTERIOR FACE OF OSB

ASTM E1105 Test Report

Testing Agency: Whitlock Dalrymple Poston and Associates, P.C. (WDP)
Date / Time: 1/9/2013 4:40PM
WDP Job Name/#: 12158
Building Address: 2100 BELLE ISLE AVE
Location of Window: UNIT 101, 1ST FLOOR, WINDOW ON NORTH
ELEVATION

Testing was conducted in accordance with the following Standards:

ASTM E 1105 (2008). *Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference.*

Test Specimen Description

Manufacturer: ENERGY SAVING PRODUCTS OF FLORIDA, INC.
Model: 2031/2041 IMPACT SINGLE HUNG
Operation type: TWIN SINGLE HUNG
Dimensions: 64" X 71"
Materials: VINYL
Condition/Modifications Evidence of prior water infiltration on stool

Certification Label: NONE
Age of the test specimen: BUILDING CONSTRUCTED IN 2006
Air Pressure Measurement: A pressure tap was provided to the interior chamber with an additional tap vented to atmosphere. The pressure difference between the two taps was controlled and monitored through the duration of the test.



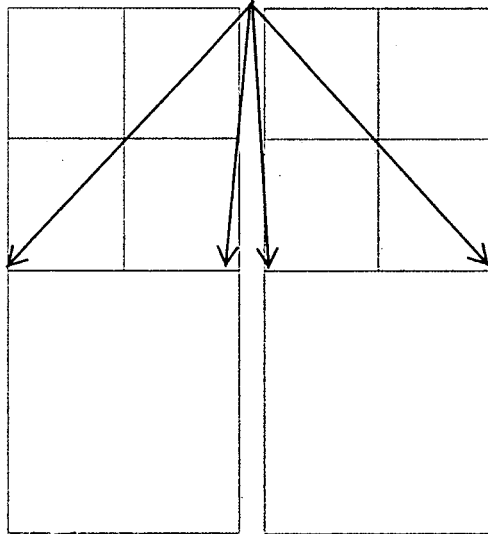


& Associates, P.C.

ASTM E1105 Test Report

Interior or Exterior Chamber	INTERIOR		Results: WATER INTRUSION OBSERVED 4 MIN. INTO TEST AT THE HORIZONTAL JOINT OF THE BACK DAM NEAR THE LEFT CORNER (LOCATION 1). WATER OBSERVED AT 1 MIN. INTO TESTING RUNNING DOWN INTERIOR FACE OF OSB (LOCATION 2). WATER OBSERVED 1 MIN. INTO TESTING PERCOLATING UP AT ALL 4 CORNERS OF THE MEETING RAILS (LOCATIONS 3, 4, 5 & 6).
Pressure differential (inwc)	.48		
Calibrated Spray rack pressure (psi)	7		
Duration of test (min.)	11:00		
Test Number (if multiple)	2		
Comments:			
	Interior	Exterior	
Temperature (°F)	72.1	74.0	
Barometric Pressure (inHg)	30.35	30.34	
Relative Humidity (%)	62.6	64.9	
Wind Speed (mph) / Direction	N/A	0	

LOCATIONS 3, 4, 5 & 6
T = 1 MIN.
CORNERS OF MEETING RAILS



LOCATION 1
T = 4 MIN.
HORIZONTAL JOINT OF BACK DAM

LOCATION 2
T = 1 MIN.
INTERIOR FACE OF OSB

WDP OBH 12351

ROA_04116

Appendix
D
12352-
12364

APPENDIX D
AIR LEAKAGE TEST RESULTS



WDP OBH 12352



E783 Air Infiltration Test

WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

Job #: 12158
Job Name: One Belle Hall
Door Location: Unit 205 Balcony Door

Test agent: ARW
Test date: 4/3/2014
Test time:

Exterior Temp(°F)	70.00
Air Flow Temp(°F)	74.40
Exterior Baro(inHg)	30.06
Interior Baro(inHg)	30.06
Wind (mph)	0.00
Exterior R.H.(%)	63.00

Ws	0.075
W	0.0745875

Window Dimensions (in)			
	inches	feet	
Width	36.5	3.04	
Height	80	6.67	

Table 1. Air Flow Readings				
Reading No. or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	9.20	9.17	9.12	9.09
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00

Average	9.2	9.17467	9.1	9.09489
Maximum	9.2	9.2	9.1	9.1
Minimum	9.2	0.0	9.1	0.0
STD Dev.	#DIV/0!	2.901283854	#DIV/0!	2.876055298

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.300
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.450

Air Leakage Rate	
Per Unit Area (ft³/min-ft²)	Per Crack Length (ft³/min-ft)
-0.00393	N/A
PASS	N/A

WDP OBH 12353

ROA_04118



E783 Air Infiltration Test

WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

Job #: 12158
Job Name: One Belle Hall
Door Location: Unit 104 Entry Door

Test agent: ARW
Test date: 4/3/2014
Test time:

Exterior Temp(°F)	70.00
Air Flow Temp(°F)	74.80
Exterior Baro(inHg)	30.03
Interior Baro(inHg)	30.03
Wind (mph)	0.00
Exterior R.H.(%)	63.00

Ws	0.075
W	0.07445733

Window Dimensions (in)		
	inches	feet
Width	36.5	3.04
Height	80	6.67

Table 1: Air Flow Readings				
Reading No, or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	37.01	36.88	40.20	40.05
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00

Average	37.0	36.87586	40.2	40.05430
Maximum	37.0	36.9	40.2	40.1
Minimum	37.0	0.0	40.2	0.0
STD.Dev.	#DIV/0!	11.66117149	#DIV/0!	12.66628192

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.300
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.450

Air Leakage Rate	
Per Unit Area (ft³/min·ft²)	Per Crack Length (ft³/min·ft)
0.15674	N/A
PASS	N/A

WDP OBH 12354

ROA_04119



WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

E783 Air Infiltration Test

Job #:	12158
Job Name:	One Belle Hall
Door Location:	Unit 201 Balcony

Test agent:	ARW
Test date:	4/3/2014
Test time:	

Exterior Temp(°F)	62.00
Air Flow Temp(°F)	75.80
Exterior Baro(inHg)	30.60
Interior Baro(inHg)	30.60
Wind (mph)	0.00
Exterior R.H.(%)	57.00

Ws	0.075
W	0.075729003

Window Dimensions (in)		
	inches	feet
Width	36.5	3.04
Height	80.25	6.69

Table 1: Air Flow Readings				
Reading No. or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	6.91	6.94	7.09	7.12
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00

Average	6.9	6.94350	7.1	7.12437
Maximum	6.9	6.9	7.1	7.1
Minimum	6.9	0.0	7.1	0.0
STD Dev.	#DIV/0!	2.195727981	#DIV/0!	2.252924947

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.300
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.450

Air Leakage Rate	
Per Unit Area (ft³/min-ft²)	Per Crack Length (ft³/min-ft)
0.00889	N/A
PASS	N/A



E783 Air Infiltration Test

WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

Job #: 12158
Job Name: One Belle Hall
Door Location: Unit 201 Entry Door

Test agent: ARW
Test date: 4/3/2014
Test time:

Exterior Temp(°F)	70.00
Air Flow Temp(°F)	76.50
Exterior Baro(inHg)	30.01
Interior Baro(inHg)	30.01
Wind (mph)	0.00
Exterior R.H.(%)	63.00

Ws	0.075
W	0.074171966

Window Dimensions (in)		
	inches	feet
Width	36.5	3.04
Height	80	6.67

Table 1: Air Flow Readings				
Reading No, or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	31.62	31.44	65.05	64.69
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00

Average	31.6	31.44497	65.1	64.68991
Maximum	31.6	31.4	65.1	64.7
Minimum	31.6	0.0	65.1	0.0
STD. Dev.	#DIV/0!	9.943771374	#DIV/0!	20.45674661

Lab leakage rate per crack length	Lab leakage rate (cfm/ft ²)
	0.300
Pass/Fail Criteria (1.5x lab rate)(cfm/ft ²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft ²)
0.000	0.450

Air Leakage Rate	
Per Unit Area (ft ³ /min-ft ²)	Per Crack Length (ft ³ /min-ft)
1.63948	N/A
FAIL	N/A

WDP OBH 12356

ROA_04121



WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

E783 Air Infiltration Test

Job #: 12158
Job Name: One Belle Hall
Door Location: Unit 205 Entry Door

Test agent: ARW
Test date: 4/3/2014
Test time:

Exterior Temp(°F)	62.00
Air Flow Temp(°F)	74.40
Exterior Baro(inHg)	30.06
Interior Baro(inHg)	30.06
Wind (mph)	0.00
Exterior R.H.(%)	57.00

Ws	0.075
W	0.0745875

Window Dimensions (in)		
	inches	feet
Width	36.5	3.04
Height	80	6.67

Table 1. Air Flow Readings				
Reading No. or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	41.44	41.33	57.56	57.40
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00
		0.00		0.00

Average	41.4	41.32588	57.6	57.40149
Maximum	41.4	41.3	57.6	57.4
Minimum	41.4	0.0	57.6	0.0
STD Dev.	#DIV/0!	13.06839162	#DIV/0!	18.1519455

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.300
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.450

Air Leakage Rate	
Per Unit Area (ft³/min-ft²)	Per Crack Length (ft³/min-ft)
0.79277	N/A
FAIL	N/A



WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

E783 Air Infiltration Test

Job #:	12158
Job Name:	One Belle Hall
Window Location:	Building 2200, Unit 203, Westmost bedroom window on the south elevation

Test agent:	David Wolford
Test date:	3/21/2013
Test time:	9:15am

Exterior Temp(°F)	59.20
Air Flow Temp(°F)	71.20
Exterior Baro(inHg)	29.83
Interior Baro(inHg)	29.83
Wind (mph)	3.00
Exterior R.H.(%)	49.50

Ws	0.075
W	0.074462688

Window Dimensions (in)		
	inches	feet
Width	72	6.00
Height	63	5.25

Table 1. Air Flow Readings				
Reading No, or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	38.81	38.67	59.89	59.68
2	39.31	39.17	59.95	59.73
3	39.01	38.87	59.78	59.57
4	39.23	39.09	59.23	59.02
5	39.37	39.23	60.15	59.93
6	39.14	39.00	59.39	59.18
7	39.44	39.30	60.22	60.00
8	38.79	38.65	59.86	59.65
9	39.67	39.53	59.89	59.68
10	39.81	39.67	60.19	59.97

Average	39.3	39.11712	59.9	59.64021
Maximum	39.8	39.7	60.2	60.0
Minimum	38.8	38.7	59.2	59.0
STD Dev.	0.336445472	0.335238132	0.325994206	0.32482437

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.060
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.090

Air Leakage Rate	
Per Unit Area (ft³/min-ft²)	Per Crack Length (ft³/min-ft)
0.65153	N/A
FAIL	N/A



E783 Air Infiltration Test

WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

Job #: 12158
Job Name: One Belle Hall
Window Location: Building 1900, Unit 204, Westmost
bedroom window on the south elevation

Test agent: David Welford
Test date: 3/21/2013
Test time: 11:30am

Exterior Temp(°F)	57.00
Air Flow Temp(°F)	67.70
Exterior Baro(inHg)	29.81
Interior Baro(inHg)	29.81
Wind (mph)	3.00
Exterior R.H.(%)	29.00

Ws	0.075
W	0.07490631

Window Dimensions (in)		
	inches	feet
Width	72	6.00
Height	63	5.25

Table 1: Air Flow Readings				
Reading No, or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	25.12	25.10	33.36	33.34
2	23.94	23.93	33.67	33.65
3	23.98	23.97	33.85	33.83
4	24.66	24.64	34.14	34.12
5	25.16	25.14	33.14	33.12
6	25.33	25.31	33.68	33.66
7	25.71	25.69	34.06	34.04
8	25.89	25.87	33.92	33.90
9	24.98	24.96	33.58	33.56
10	25.25	25.23	33.65	33.63

Average	25.0	24.98638	33.7	33.68394
Maximum	25.9	25.9	34.1	34.1
Minimum	23.9	23.9	33.1	33.1
STD Dev.	0.64872182	0.648316504	0.305732272	0.305541253

Lab leakage rate per crack length	Lab leakage rate (cfm/ft ²)
	0.060
Pass/Fail Criteria (1.5x lab rate)(cfm/ft ²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft ²)
0.000	0.090

Air Leakage Rate	
Per Unit Area (ft ³ /min-ft ²)	Per Crack Length (ft ³ /min-ft)
0.27611	N/A
FAIL	N/A

WDP OBH 12359

ROA_04124



WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

E783 Air Infiltration Test

Job #:	12158
Job Name:	One Belle Hall
Window Location:	Building 1900, Unit 204, Westmost bedroom window on the south elevation

Test agent:	David Wolford
Test date:	3/21/2013
Test time:	11:30am

Exterior Temp(°F)	57.00
Air Flow Temp(°F)	67.70
Exterior Baro(inHg)	29.81
Interior Baro(inHg)	29.81
Wind (mph)	3.00
Exterior R.H.(%)	29.00

Ws	0.075
W	0.07490631

Window Dimensions (in)			
		inches	feet
Width	72		6.00
Height	63		5.25

Table 1. Air Flow Readings				
Reading No, or average	Masked	Corrected masked	Un-masked*	Corrected Unmasked
1	60.43	60.39	88.29	88.23
2	60.72	60.68	87.33	87.28
3	60.76	60.72	85.36	85.31
4	60.27	60.23	87.39	87.34
5	61.03	60.99	87.37	87.32
6	60.47	60.43	85.54	85.49
7	60.87	60.83	86.89	86.84
8	61.10	61.06	86.49	86.44
9	61.19	61.15	87.17	87.12
10	60.82	60.78	87.81	87.76

Average	60.8	60.72803	87.0	86.90967
Maximum	61.2	61.2	88.3	88.2
Minimum	60.3	60.2	85.4	85.3
STD Dev	0.302478649	0.302289663	0.932585415	0.932002742

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.060
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.090

Air Leakage Rate	
Per Unit Area (ft³/min-ft²)	Per Crack Length (ft³/min-ft)
0.83116	N/A
FAIL	N/A



WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

E783 Air Infiltration Test

Job #:	12158
Job Name:	One Belle Hall
Window Location:	Building 2000-206 West Bedroom Window on Balcony

Test agent:	David Wolford
Test date:	3/21/2013
Test time:	3:00pm

Exterior Temp(°F)	61.60
Air Flow Temp(°F)	69.80
Exterior Baro(inHg)	29.77
Interior Baro(inHg)	29.77
Wind (mph)	2.00
Exterior R.H.(%)	39.30

Ws	0.075
W	0.074509287

Window Dimensions (in)		
	inches	feet
Width	72	6.00
Height	63	5.25

Table 1: Air Flow Readings				
Reading No. or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	12.98	12.94	28.01	27.92
2	12.91	12.87	28.15	28.06
3	13.06	13.02	28.25	28.16
4	13.40	13.36	28.12	28.03
5	13.56	13.52	28.23	28.14
6	13.40	13.36	28.27	28.18
7	13.33	13.29	28.22	28.13
8	13.46	13.42	28.53	28.44
9	13.37	13.33	28.44	28.35
10	13.56	13.52	28.53	28.44

Average	13.3	13.25941	28.3	28.18235
Maximum	13.6	13.5	28.5	28.4
Minimum	12.9	12.9	28.0	27.9
STD.Dev.	0.235374406	0.234603133	0.174116819	0.173546274

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.060
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.090

Air Leakage Rate	
Per Unit Area (ft³/min-ft²)	Per Crack Length (ft³/min-ft)
0.47374	N/A
FAIL	N/A

WDP OBH 12361

ROA_04126



WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

E783 Air Infiltration Test

Job #: 12158
Job Name: One Bell Hall
Window Location: Building 2000-206 West Bedroom Window
on Balcony

Test agent: David Wolford
Test date: 3/21/2013
Test time: 3:00pm

Exterior Temp(°F)	61.60
Air Flow Temp(°F)	69.80
Exterior Baro(inHg)	29.77
Interior Baro(inHg)	29.77
Wind (mph)	2.00
Exterior R.H.(%)	39.30

Ws	0.075
W	0.074509287

Window Dimensions (in)		
	inches	feet
Width	72	6.00
Height	63	5.25

Table 1. Air Flow Readings				
Reading No. or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	26.80	26.71	78.24	77.98
2	26.62	26.53	77.60	77.35
3	27.14	27.05	77.81	77.56
4	26.40	26.31	77.88	77.62
5	26.71	26.62	77.52	77.27
6	26.70	26.61	77.43	77.18
7	27.04	26.95	77.04	76.79
8	26.64	26.55	77.57	77.32
9	26.55	26.46	77.30	77.05
10	26.57	26.48	77.67	77.42

Average	26.7	26.62945	77.6	77.35170
Maximum	27.1	27.1	78.2	78.0
Minimum	26.4	26.3	77.0	76.8
STD Dev.	0.225045674	0.224308247	0.329383262	0.328303942

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.060
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.090

Air Leakage Rate	
Per Unit Area (ft³/min-ft²)	Per Crack Length (ft³/min-ft)
1.61023	N/A
FAIL	N/A

WDP OBH 12362

ROA_04127

**E783 Air Infiltration Test****WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.**
C O N S U L T I N G E N G I N E E R SJob #: 12158
Job Name: One Belle Hall
Window Location: Building 2100, Unit 302, North Kitchen
Window on BalconyTest agent: David Wolford
Test date: 3/21/2013
Test time: 1:30

Exterior Temp(°F)	57.40
Air Flow Temp(°F)	66.40
Exterior Baro(inHg)	29.77
Interior Baro(inHg)	29.76
Wind (mph)	4.40
Exterior R.H.(%)	20.00

Ws	0.075
W	0.07499054

Window Dimensions (in)		
	inches	feet
Width	72	6.00
Height	63	5.25

Table 1. Air Flow Readings				
Reading No. or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	20.27	20.27	25.76	25.76
2	20.16	20.16	25.42	25.42
3	20.21	20.21	25.85	25.85
4	20.28	20.28	25.73	25.73
5	20.43	20.43	25.75	25.75
6	20.19	20.19	25.88	25.88
7	20.30	20.30	25.54	25.54
8	20.50	20.50	25.09	25.09
9	20.51	20.51	25.23	25.23
10	20.57	20.57	25.29	25.29

Average	20.3	20.34072	25.6	25.55239
Maximum	20.6	20.6	25.9	25.9
Minimum	20.2	20.2	25.1	25.1
STD. Dev.	0.14808406	0.14807472	0.281630175	0.281612412

Lab leakage rate per crack length	Lab leakage rate (cfm/ft ²)
	0.060
Pass/Fail Criteria (1.5x lab rate)(cfm/ft ²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft ²)
0.000	0.090

Air Leakage Rate	
Per Unit Area (ft ³ /min-ft ²)	Per Crack Length (ft ³ /min-ft)
0.16545	N/A
FAIL	N/A

WDP OBH 12363

ROA_04128



E783 Air Infiltration Test

WHITLOCK DALRYMPLE POSTON & ASSOCIATES, P.C.
CONSULTING ENGINEERS

Job #: 12158
Job Name: One Belle Hall
Window Location: Building 2100, Unit 302, North Kitchen
Window on Balcony

Test agent: David Wolford
Test date: 3/21/2013
Test time: 1:30

Exterior Temp(°F)	57.40
Air Flow Temp(°F)	66.40
Exterior Baro(inHg)	29.77
Interior Baro(inHg)	29.76
Wind (mph)	4.40
Exterior R.H.(%)	20.00

Ws	0.075
W	0.07499054

Window Dimensions (in)		
	inches	feet
Width	72	6.00
Height	63	5.25

Table 1: Air Flow Readings				
Reading No. or average	Masked	Corrected masked	Un-masked	Corrected Unmasked
1	37.17	37.17	60.60	60.60
2	36.82	36.82	60.95	60.95
3	37.64	37.64	60.99	60.99
4	36.97	36.97	60.61	60.61
5	37.38	37.38	60.25	60.25
6	38.02	38.02	60.42	60.42
7	37.16	37.16	61.23	61.23
8	36.73	36.73	60.93	60.93
9	37.52	37.52	61.29	61.29
10	36.91	36.91	60.81	60.81

Average	37.2	37.22965	60.8	60.80416
Maximum	38.0	38.0	61.3	61.3
Minimum	36.7	36.7	60.3	60.2
STD.Dev.	0.407616377	0.407590668	0.337138284	0.33711702

Lab leakage rate per crack length	Lab leakage rate (cfm/ft²)
	0.060
Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)	Pass/Fail Criteria (1.5x lab rate)(cfm/ft²)
0.000	0.090

Air Leakage Rate	
Per Unit Area (ft³/min-ft²)	Per Crack Length (ft³/min-ft)
0.74840	N/A
FAIL	N/A

WDP OBH 12364

ROA_04129

12448
12365 -
Append.
E

APPENDIX E
ROOFING SURVEY RESULTS



WDP OBH 12365

Shingle Nailing Survey Summary

Building 1900 Summary

Total No. of Nails	Max. No. of Nails per Shingle	Min. No. of Nails per Shingle	Average No. of Nails per Shingle	Amount of Nails With an Edge Distance > 1" (18 edge nails)	Average Edge/End Distance (in.)	Standard Deviation Edge/End Distance	Amount Under Driven	% Under Driven	Amount Over Driven	% Over Driven	Amount Properly Driven	% Properly Driven	Amount Skewed	% Skewed	Amount Corroded	% Corroded
51	6	4	5.7	18.0	1.71	0.42	2	4%	24	47%	25	49%	26	51%	9	18%

Building 2000 Summary

Total No. of Nails	Max. No. of Nails per Shingle	Min. No. of Nails per Shingle	Average No. of Nails per Shingle	Amount of Nails With an Edge Distance > 1" (54 edge nails)	Average Edge/End Distance (in.)	Standard Deviation Edge/End Distance	Amount Under Driven	% Under Driven	Amount Over Driven	% Over Driven	Amount Properly Driven	% Properly Driven	Amount Skewed	% Skewed	Amount Corroded	% Corroded
160	6	5	5.9	19.0	0.97	0.38	6	4%	93	58%	61	38%	78	49%	5	3%

Building 2100 Summary

Total No. of Nails	Max. No. of Nails per Shingle	Min. No. of Nails per Shingle	Average No. of Nails per Shingle	Amount of Nails With an Edge Distance > 1" (36 edge nails)	Average Edge/End Distance (in.)	Standard Deviation Edge/End Distance	Amount Under Driven	% Under Driven	Amount Over Driven	% Over Driven	Amount Properly Driven	% Properly Driven	Amount Skewed	% Skewed	Amount Corroded	% Corroded
99	7	5	5.5	28.0	3.37	3.49	2	2%	69	70%	18	18%	56	57%	25	25%

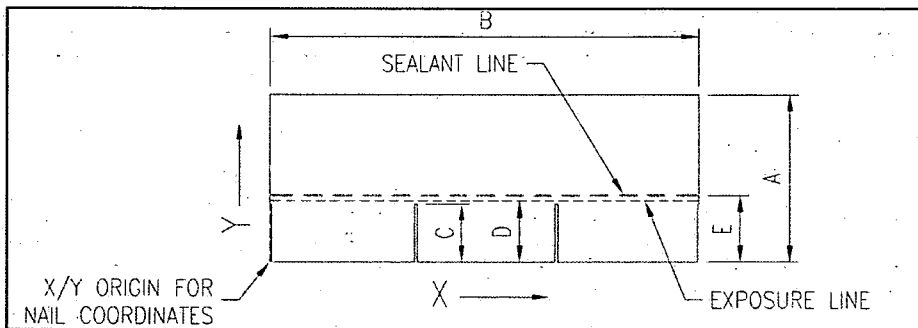
Building 2200 Summary

Total No. of Nails	Max. No. of Nails per Shingle	Min. No. of Nails per Shingle	Average No. of Nails per Shingle	Amount of Nails With an Edge Distance > 1" (54 edge nails)	Average Edge/End Distance (in.)	Standard Deviation Edge/End Distance	Amount Under Driven	% Under Driven	Amount Over Driven	% Over Driven	Amount Properly Driven	% Properly Driven	Amount Skewed	% Skewed	Amount Corroded	% Corroded
157	6	5	5.8	40.0	1.50	1.44	3	2%	125	80%	28	18%	81	52%	22	14%

Overall Summary

Total No. of Nails	Max. No. of Nails per Shingle	Min. No. of Nails per Shingle	Average No. of Nails per Shingle	Amount of Nails With an Edge Distance > 1" (162 edge nails)	Average Edge/End Distance (in.)	Standard Deviation Edge/End Distance	Amount Under Driven	% Under Driven	Amount Over Driven	% Over Driven	Amount Properly Driven	% Properly Driven	Amount Skewed	% Skewed	Amount Corroded	% Corroded
467	7	4	5.8	105.0	1.76	2.05	13	3%	311	67%	132	28%	241	52%	61	13%

WDP OBH 12366



Shingle Nailing Survey													
Building No.:		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		1											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/8	4 1/2	6	1 1/2	7	1 1/2	OD	Y			N
2						13 5/8	6 5/8		OD	Y			N
3						22 7/8	6 3/8		OD	Y			N
4						34 1/2	6 1/2	1 1/2	PD	Y			N
5													
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12367

Shingle Nailing Survey													
Building No.		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		2											
General Notes:		Nail Pulled											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6	1 1/4	6 5/8	1 1/4	OD	Y			N
2						10 1/4	6 5/8		OD	Y			N
3						13	6 1/2		OD	N			N
4						22 1/2	6 5/8		PD	N			N
5						25	6 1/2		PD	N			N
6						34 1/4	6 7/8	1 3/4	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x.

WDP OBH 12368

Shingle Nailing Survey													
Building No.		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		3											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6 1/4	2	6 5/8	2	OD	Y			N
2						10 3/4	6		OD	Y			Y
3						11 1/2	6 1/4		OD	N			N
4						21 5/8	6 1/8		PD	N			N
5						24	5 3/4		OD	N			Y
6						34	6 5/8	2	PD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12369

Shingle Nailing Survey													
Building No.		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		4											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	-	-	2 1/4	6 1/4	2 1/4	OD	N			Y
2						10 3/4	6 1/4		UD	Y			Y
3						11 3/4	6 1/4		OD	Y			Y
4						21 1/2	6 5/8		OD	Y			Y
5						24	6 3/8		PD	N			Y
6						34 3/4	6 1/2	1 1/4	PD	Y			Y
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12370

Shingle Nailing Survey													
Building No.		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		5											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 1/2	6 1/8	1 1/4	6 5/8	1 1/4	PD	N			N
2						10 1/4	6 3/4		UD	Y			N
3						13 1/8	6 1/2		OD	N			N
4						22 1/2	6 5/8		PD	N			N
5						25	6 5/8		PD	N			N
6						34 1/4	7	1 3/4	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12371

Shingle Nailing Survey													
Building No.		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		6											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 7/8	6	2 3/4	6 3/8	2 3/4	PD	Y			N
2						9 1/4	6 1/4		OD	N			N
3						11 3/4	5 3/4		PD	N			N
4						24 3/4	6 1/8		OD	N			N
5						34 1/2	6 1/2	1 1/2	PD	N			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12372

Shingle Nailing Survey													
Building No.		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		7											
General Notes:		Nail Pulled											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6 1/8	1 1/2	6 1/2	1 1/2	PD	N			N
2						10 1/2	6 3/8		OD	Y			N
3						11 1/4	5 1/2		OD	Y			N
4						22 3/4	6 1/2		PD	N			N
5						24 5/8	6 3/8		PD	N			N
6						34 7/8	6 5/8	1 1/8	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12373

Shingle Nailing Survey													
Building No.		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		8											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6 1/4	1 1/2	6 1/2	1 1/2	PD	Y			N
2						10 5/8	6 3/4		PD	N			N
3						12	6 1/2		OD	Y			N
4						23 1/4	7		OD	Y			N
5						25	6 5/8		OD	Y			N
6						33 7/8	7 1/4	2 1/8	OD	Y			N
7													
8													

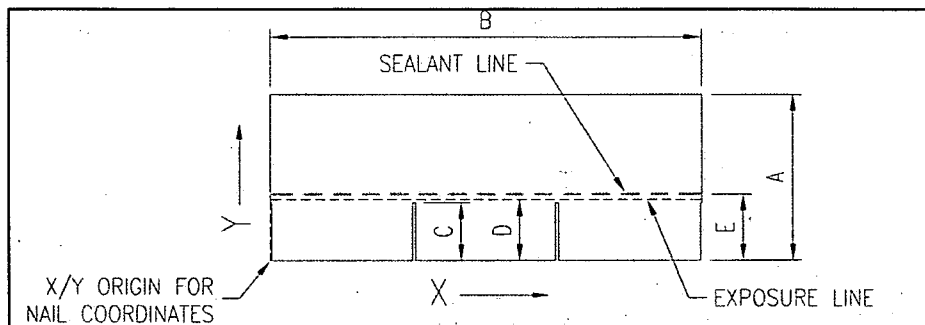
Edge Distance of Last nail = length of shingle - x

WDP OBH 12374

Shingle Nailing Survey													
Building No.		1900											
Unit No.:		102											
Elevation:		North											
Shingle No.:		9											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Property UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	4 7/8	6 1/4	2	6 1/4	2	PD	Y			N
2						10	6 3/4		PD	N			Y
3						11 3/4	6		PD	Y			N
4						24	7 1/4		PD	Y			N
5						24 1/8	6 1/2		OD	Y			N
6						34 1/4	6 3/4	1 3/4	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12375



Shingle Nailing Survey													
Building No.		2000											
Unit No.:		105											
Elevation:		East											
Shingle No.:		1											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/8	6	1/2	6	1/2	OD	N			N
2						10 3/8	5 1/2		PD	N			N
3						13	5 7/8		OD	N			N
4						22 7/8	6 1/4		PD	N			N
5						24 3/4	5 7/8		OD	Y			N
6						35 3/8	6 1/4	5/8	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12376

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		105											
Elevation:		East											
Shingle No.:		2											
General Notes:		Shingle Broken and Partially Missing											
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/8	6 1/8	1/2	6 1/8	1/2	OD	N			N
2						11 3/4	6		PD	N			N
3						13	6		OD	N			N
4						23	6 3/8		PD	N			N
5						24 1/2	6 1/4		OD	N			N
6						35 1/8	6 1/4	7/8	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12377

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		105											
Elevation:		East											
Shingle No.:		3											
General Notes:		Shingle Broken and Partially Missing											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	1/4		1/4	OD	Y			N
2						10 7/8			OD	Y			N
3						12 1/2			OD	Y			N
4						23 1/8			OD	Y			N
5						24 3/4			OD	Y			N
6						35 1/8		7/8	UD	Y			Y
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12378

Shingle Nailing Survey														
Building No.		2000												
Unit No.:		105												
Elevation:		East												
Shingle No.:		4												
General Notes:		Nail Pulled												
Nail No.									Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y							
1	12 1/4	36	5 1/4	5	6	1/4	6	1/4	OD	N				Y
2						10 7/8	5 3/4		PD	Y				N
3						13	5 7/8		PD	N				N
4						23 1/4	5 3/4		OD	Y				Y
5						24 5/8	6		PD	N				N
6						34 1/2	6 1/4	1 1/2	PD	N				Y
7														
8														

Edge Distance of Last nail = length of shingle - x

WDP OBH 12379

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		105											
Elevation:		East											
Shingle No.:		5											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	3/4	6 1/4	3/4	PD	N			N
2						10 1/8	5 3/4		OD	Y			N
3						13 1/4	5 7/8		OD	Y			N
4						23 1/4	6 1/8		OD	Y			N
5						25	5 7/8		OD	Y			N
6						35	6	1	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP-OBH 12380

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		105											
Elevation:		East											
Shingle No.:		6											
General Notes:		Shingle Broken and Partially Missing											
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/4	6	3/4	5 3/4	3/4	OD	Y			N
2						11	5 3/4		PD	N			N
3						13 1/2	6		PD	N			N
4						23 1/4	6		OD	N			N
5						25 3/4	6		OD	N			N
6						35	5 7/8	1	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12381

Shingle Nailing Survey													
Building No. 2000 Unit No.: 105 Elevation: East Shingle No.: 7 General Notes: Nail Pulled (1 1/4" Long)													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6	3/4	6 1/8	3/4	OD	N			N
2						10 5/8	6		PD	N			N
3						12 7/8	6		OD	Y			N
4						23	6		OD	N			N
5						24 3/8	6		OD	N			N
6						35 1/8	6	7/8	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12382

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		105											
Elevation:		East											
Shingle No.:		8											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	5/8	6 1/8	5/8	OD	N			N
2						10 3/4	6 1/8		OD	Y			N
3						12 5/8	6		OD	N			N
4						24 1/4	6 1/4		PD	N			N
5						35 1/4	6 1/4	3/4	OD	N			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12383

Shingle Nailing Survey													
Building No. .		2000											
Unit No.:		105											
Elevation:		East											
Shingle No.:		9											
General Notes:		Nail Pulled. Broken Shingle											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 7/8	6 1/8	3/4	6 1/4	3/4	PD	N			N
2						12	6		OD	N			N
3						15	6 1/8		OD	N			N
4						23	6		PD	N			N
5						26	5 7/8		OD	N			N
6						35 1/4	6 1/8	3/4	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12384

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		305 or 306											
Elevation:													
Shingle No.:		1											
General Notes:		Nail Pulled (1 1/4" Long)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6	1	6	1	PD	N			N
2						10 5/8	6 1/8		OD	N			N
3						13 5/8	6 1/4		PD	N			N
4						22	5 7/8		PD	N			N
5						25 1/2	5 3/4		PD	Y			N
6						34 1/2	6	1 1/2	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12385

Shingle Nailing Survey													
Building No. 2000													
Unit No.: 305 or 306													
Elevation:													
Shingle No.: 2													
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/8	6 1/8	1 1/8	6 1/4	1 1/8	PD	Y			N
2						11 1/4	6 1/4		OD	N			N
3						13 7/8	6 1/8		PD	N			N
4						23	6 1/2		OD	N			N
5						25	6 1/2		OD	Y			N
6						35	6 1/2	1	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12386

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		305 or 306											
Elevation:													
Shingle No.:		3											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/8	6 1/4	1 3/8	6 5/8	1 3/8	PD	N			N
2						10 1/8	6 1/8		OD	N			N
3						14	6 1/4		PD	N			N
4						22	6 3/8		OD	Y			N
5						24 1/2	6 1/8		OD	Y			N
6						35 1/8	6 1/2	7/8	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12387

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		305 or 306											
Elevation:													
Shingle No.:		4											
General Notes:		Nail Pulled (1 1/4" Long)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6	1 1/8	6 1/4	1 1/8	OD	Y			N
2						9 3/4	6 3/8		OD	N			N
3						13 3/4	6 1/2		PD	N			N
4						22 1/2	6 1/4		PD	N			N
5						24 7/8	6 3/8		PD	Y			N
6						35 3/8	5 7/8	5/8	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12388

Shingle Nailing Survey														
Building No.		2000												
Unit No.:		305 or 306												
Elevation:														
Shingle No.:		5												
General Notes:														
Nail No.									Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y							
1	12 1/4	36	5 1/4	5 1/8	6 1/8	1 3/8	6 3/4	1 3/8	PD	N			N	
2						12 5/8	6 5/8		PD	N			N	
3						14 1/4	6 3/8		OD	Y			N	
4						22 1/8	6		OD	N			N	
5						24 7/8	6 3/8		OD	Y			N	
6						34 7/8	6 1/4	1 1/8	PD	N			N	
7														
8														

Edge Distance of Last nail = length of shingle - x

WDP OBH 12389

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		305 or 306											
Elevation:													
Shingle No.:		6											
General Notes:		Nail Pulled (1 1/4" Long)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/4	1/2	6 3/8	1/2	PD	Y			N
2						9	6		OD	Y			N
3						13 1/8	6		OD	N			N
4						22 1/2	6 1/2		PD	N			N
5						25 1/8	7		OD	Y			N
6						35 1/8	6 1/2	7/8	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12390

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		305 or 306											
Elevation:													
Shingle No.:		7											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	4 5/8	6	7/8	6 1/4	7/8	PD	N			N
2						9 5/8	6 1/4		PD	N			N
3						13 1/2	6 1/4		OD	Y			N
4						21 3/4	5 3/4		OD	Y			N
5						25 3/4	6		PD	N			N
6						34 1/2	6 1/2	1 1/2	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12391

Shingle Nailing Survey														
Building No. 2000														
Unit No.: 305 or 306														
Elevation:														
Shingle No.: 8														
General Notes: Nail #4 Punched Through														
Nail No.									Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y							
1	12 1/4	36	5 1/4	5 1/4	6 1/8	1 1/8	6 3/8	1 1/8	OD	Y			N	
2						1 1/8	6		OD	Y			N	
3						14	6 1/4		OD	Y			N	
4						24 1/2	6		OD	Y			N	
5						25 1/8	6		OD	Y			N	
6						35 5/8	6 1/4	3/8	OD	N			N	
7														
8														

Edge Distance of Last nail = length of shingle - x

WDP OBH 12392

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		305 or 306											
Elevation:													
Shingle No.:		9											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/8	6 1/4	7/8	6 5/8	7/8	PD	N			N
2						10 1/2	6 1/4		PD	N			N
3						14 1/8	6 1/8		PD	N			N
4						23	6 5/8		PD	N			N
5						25 1/4	6 3/8		OD	Y			N
6						35 1/4	6 3/4	3/4	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12393

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		304 and 305 (Check)											
Elevation:													
Shingle No.:		1											
General Notes:		Nail #5 Punched Through											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	2 1/4	6 1/8	2 1/4	OD	Y			N
2						10 1/8	6 3/8		PD	Y			N
3						13 3/8	6 1/2		PD	N			N
4						22 7/8	6 1/2		OD	Y			N
5						25	6 1/8		OD	N			N
6						35 1/8	7	7/8	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12394

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		304 and 305 (Check)											
Elevation:													
Shingle No.:		2											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/8	6	1 1/8	6	1 1/8	OD	N			N
2						10 3/4	6 1/2		UD	Y			N
3						14	6		OD	Y			N
4						22 1/8	6		OD	Y			N
5						25 1/4	6 3/8		OD	Y			N
6						34 7/8	5 3/4	1 1/8	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12395

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		304 and 305 (Check)											
Elevation:													
Shingle No.:		3											
General Notes:		Nail Removed (1 1/4" Long)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/4	5/8	6	5/8	OD	Y			N
2						9 3/8	6 3/8		OD	Y			N
3						13 1/8	6 1/4		OD	Y			N
4						22 1/4	6 1/2		PD	N			N
5						24 3/4	6 1/4		OD	Y			N
6						34 3/8	6 1/4	1 5/8	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12396

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		304 and 305 (Check)											
Elevation:													
Shingle No.:		4											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6	7/8	6 1/8	7/8 OD		Y			N
2						10 1/8	6 1/8	PD		N			N
3						13 1/2	6 1/2	PD		N			N
4						22 1/8	6 3/4	PD		N			N
5						25 1/8	6 1/8	PD		N			N
6						34 3/8	6	1 5/8 OD		Y			Y
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12397

Shingle Nailing Survey													
Building No. 2000 Unit No.: 304 and 305 (Check) Elevation: Shingle No.: 5 General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	1 1/4	6 1/8	1 1/4	OD	Y			N
2						10 1/4	6 3/8		UD	Y			N
3						13 7/8	6 1/8		OD	Y			N
4						21 1/2	6 1/8		OD	Y			N
5						24 1/4	6 1/8		PD	N			N
6						35 1/4	6 1/4	3/4	PD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12398

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		304 and 305 (Check)											
Elevation:													
Shingle No.:		6											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/4	6	1 1/4	6 3/8	1 1/4	PD	N			N
2						9 3/8	6 1/8		PD	Y			N
3						13 3/8	6 1/4		PD	Y			N
4						21 3/4	6 1/4		OD	Y			N
5						24 7/8	6 1/4		OD	Y			N
6						35	6 5/8	1	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12399

Shingle Nailing Survey														
Building No. 2000														
Unit No.: 304 and 305 (Check)														
Elevation:														
Shingle No.: 7														
General Notes: Nail Removed (1 1/4" Long)														
Nail No.									Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y							
1	12 1/4	36	5 1/4	5 1/8	5 7/8	5/8	6	5/8	PD	N				N
2						9 7/8	6		PD	N				N
3						13 7/8	6 1/4		OD	Y				N
4						22 1/4	5 3/4		OD	Y				N
5						25 1/2	5 7/8		OD	Y				N
6						34 3/4	6	1 1/4	UD	Y				N
7														
8														

Edge Distance of Last nail = length of shingle - x

WDP OBH 12400

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		304 and 305 (Check)											
Elevation:													
Shingle No.:		8											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6	1 1/8	6 1/4	1 1/8	PD	Y			N
2						10 3/8	6		UD	Y			N
3						13 1/4	6 1/8		OD	Y			N
4						22 1/4	5 7/8		UD	Y			N
5						24 5/8	6		PD	N			N
6						35	6 3/4	1	PD	N			N
7													
8													

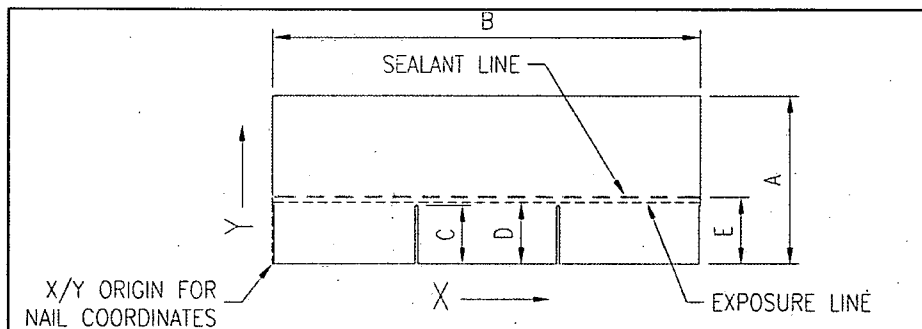
Edge Distance of Last nail = length of shingle - x

WDP OBH 12401

Shingle Nailing Survey													
Building No.		2000											
Unit No.:		304 and 305 (Check)											
Elevation:													
Shingle No.:		9											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/4	13/4	6 3/8	13/4	PD	N			N
2						10 1/4	6 1/2		OD	N			N
3						22 1/4	6 5/8		OD	Y			N
4						25	6		OD	Y			N
5						35	6 1/4	1	OD	Y			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12402



Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		1											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/8	6	9 1/2	6 3/4	9 1/2	OD	Y			N
2						12 1/2	6 1/4		PD	N			N
3						22 1/2	6		OD	Y			N
4						24 5/8	6 1/2		PD	N			N
5						35 1/4	6 1/4	3/4	PD	Y			Y
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12403

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		2											
General Notes:		Nail Pulled											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	9 7/8	5 1/4	9 7/8	PD	N			Y
2						12 3/4	7		PD	N			N
3						22	6 1/8		UD	Y			Y
4						25 1/8	6 3/8		PD	Y			N
5						35	6 3/4	1	OD	Y			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12404

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		3											
General Notes:		Nail Pulled											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6 1/4	2 1/8	6 3/8	2 1/8	OD	N			Y
2						9 3/4	6 1/4		OD	Y			Y
3						12 7/8	6 3/4		OD	Y			N
4						22 1/4	6 1/8		OD	N			N
5						25	6 1/2		PD	N			Y
6						34 1/4	6 3/4	1 3/4	PD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12405

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		4											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	-	-	2 3/8	6 3/8	2 3/8	OD	Y			N
2						9 7/8	6 1/4		PD	Y			N
3						12 5/8	6 1/2		OD	N			N
4						22 3/8	6		OD	N			N
5						25	6 3/8		OD	Y			N
6						34 7/8	5 3/4	1-1/8	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12406

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		5											
General Notes:		Nail Removed (BY US OR OTHERS MEANS?)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	-	-	3/8	7	3/8	PD	N			N
2						10 1/8	6 7/8	REMOVED	PD	N			N
3						12 3/4	6 7/8	REMOVED	PD	Y			N
4						22	6 1/4	REMOVED	PD	Y			N
5						24 3/4	6 1/2	REMOVED	PD	Y			N
6						34 1/2	6 1/2	1 1/2	REMOVED				
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12407

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		6											
General Notes:		Two Sets of Shingles Removed Prior to Observations in Order to Investigate Bulging Area of Roofing											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	-	-	1/2	6 3/4	1/2	-	-			-
2						9 7/8	6 1/2		-	-			-
3						12 3/8	6 5/8		-	-			-
4						21 5/8	6 3/8		-	-			-
5						24 3/4	6 1/8		-	-			-
6						34	7	2	-	-			-
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12408

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		7											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6	1 3/4	6 7/8	1 3/4	OD	Y			N
2						9 1/2	5 3/4		OD	N			N
3						12 3/4	6 1/2		OD	Y			N
4						21 3/4	6 1/4		OD	N			N
5						25	6 1/2		OD	Y			N
6						34 3/4	6	1 1/4	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12409

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		8											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	10	6 1/2	10	OD	N			N
2						12 3/4	6 1/2		OD	N			N
3						22 1/4	6 1/2		OD	N			N
4						24 1/2	6 1/4		UD	N			N
5						34 3/4	6 1/2	1 1/4	OD	Y			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12410

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		106											
Elevation:													
Shingle No.:		9											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/4	1 1/2	6 3/4	1 1/2	OD	Y			N
2						12 3/4	6 1/2		OD	Y			N
3						22 3/8	6		OD	Y			N
4						24 7/8	6 1/4		OD	N			N
5						35	6 3/4	1	OD	Y			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12411

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		1											
General Notes:		Nail Pulled (1 1/4" Long)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	9 1/8	6 3/4	9 1/8	OD	Y			N
2						13	6 1/2		OD	Y			N
3						22 3/8	6		PD	Y			N
4						24 1/4	6 1/4		OD	N			N
5						34 1/2	6 3/4	1 1/2	OD	Y			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12412

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		2											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	9 1/4	6 3/4	9 1/4	OD	Y			N
2						12 1/2	6 3/8		OD	Y			N
3						22	6 1/2		OD	Y			N
4						24 7/8	6 1/2		OD	Y			N
5						35	6 5/8	1	OD	Y			Y
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12413

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		3											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	10 1/4	6 1/4	10 1/4	OD	Y			N
2						12 1/2	7		OD	Y			Y
3						21 3/4	6 3/4		OD	Y			N
4						25	6 1/2		OD	Y			N
5						34 3/4	6 3/4	1 1/4	OD	Y			Y
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12414

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		4											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	9	6 1/2	9	OD	Y			N
2						11 3/8	6 1/4		OD	Y			N
3						23 1/2	7 3/8		OD	Y			N
4						24 3/4	6 7/8		OD	Y			N
5						34 1/4	7	1 3/4	OD	N			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12415

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		5											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 7/8	6 1/8	1 1/4	7 1/4	1 1/4	OD	Y			N
2						9 5/8	6 7/8		OD	Y			N
3						12 3/8	7 1/4		OD	Y			N
4						22 3/4	6 5/8		OD	N			N
5						25 1/2	6 1/2		OD	N			Y
6						34 1/2	7 1/4		OD	N			Y
7						35 1/4	6 7/8	3/4	OD	Y			Y
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12416

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		6											
General Notes:													
Nail No.								Edge Distance	Driven - Under, Over, or Property UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
	12 1/4	36	5 1/4	4 7/8	6 1/8	3	7	3	OD	Y			Y
2						9 5/8	7	4 1/2	PD	N			Y
3						11 1/8	7	4 1/2	OD	N			Y
4						23 1/2	7 1/4	4 1/2	OD	N			Y
5						24 1/8	6 7/8	4 1/2	OD	Y			Y
6						31 3/8	7	4 5/8	OD	Y			Y
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12417

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		7											
General Notes:		Pulled Nail (1 1/4" Long), Nail #1 Broke and Shingle Pulled while Breaking											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6 1/8	2 1/8	7 3/4	2 1/8		Y			Y
2						9	7 1/2		OD	Y			N
3						12 1/8	6 3/4		OD	N			N
4						19 1/4	6 1/4		OD	Y			N
5						23 1/2	6 7/8		OD	N			N
6						34 1/4	6 7/8	1 3/4	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12418

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		8											
General Notes:		Unable to Determine the Driven Property of Nails #3 and 4 due to a Broken Shingle											
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
	12 1/4	36	5 1/4	5 1/4	6 1/8	10 1/8	6 3/8	10 1/8	OD	Y			N
2						12 5/8	6 1/2		OD	N			N
3						21 3/4	7		-	Y			N
4						25	6 3/4		-	N			Y
5						35 1/4	6 3/4	3/4	OD	N			Y
6													
7													
8													

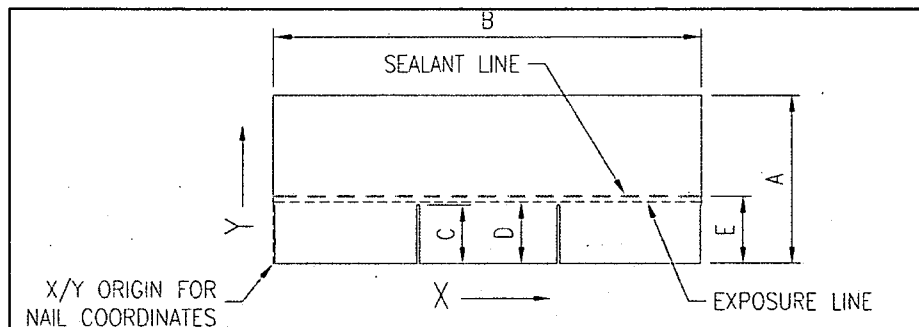
Edge Distance of Last nail = length of shingle - x

WDP OBH 12419

Shingle Nailing Survey													
Building No.		2100											
Unit No.:		103-Low Roof											
Elevation:		South											
Shingle No.:		9											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	2 5/8	6 3/4	2 5/8	OD	Y			Y
2						9 1/8	6 1/2		OD	N			Y
3						11 3/8	6		OD	Y			N
4						20 1/8	6 7/8		PD	N			Y
5						34 1/2	7 1/2	1 1/2	OD	Y			Y
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12420



Shingle Nailing Survey													
Building No.		2200											
Unit No.:		301(CHECK)											
Elevation:		South											
Shingle No.:		1											
General Notes:		Nail Pulled (1 1/4" Long)											
Nail No.								Edge Distance	Driven - Under, Over, or Property UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/8	6	1 5/8	6 1/8	1 5/8	PD	N			N
2						10 1/4	6 3/8		OD	Y			N
3						14 3/8	6 1/8		OD	Y			N
4						21 7/8	6 1/4		OD	Y			N
5						26	6 1/4		OD	N			N
6						35	6	1	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12421

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		301(CHECK)											
Elevation:		South											
Shingle No.:		2											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	1	6	1	OD	N			N
2						10 5/8	6 1/2		PD	N			N
3						14	6 1/4		OD	N			N
4						21 3/8	6		OD	N			N
5						25 1/2	5 7/8		OD	N			N
6						34 3/4	6	1 1/4	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12422

Shingle Nailing Survey														
Building No.		2200												
Unit No.:		301(CHECK)												
Elevation:		South												
Shingle No.:		3												
General Notes:														
Nail No.									Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y							
1	12 1/4	36	5 1/4	5 1/4	6 1/8	1 1/8	6	1 1/8	OD	Y			N	
2						13 5/8	6		OD	Y			N	
3						22 1/2	6 1/2		OD	Y			N	
4						25	6		OD	N			N	
5						34 1/4	6	1 3/4	OD	Y			N	
6														
7														
8														

Edge Distance of Last nail = length of shingle - x

WDP OBH 12423

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		301(CHECK)											
Elevation:		South											
Shingle No.:		4											
General Notes:		Nail Pulled (1 1/4" Long)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6	1 5/8	6	1 5/8	PD	N			N
2						10	6 1/4		OD	Y			N
3						13 5/8	6		OD	N			N
4						21 3/4	6 1/8		OD	N			N
5						24 7/8	6 1/4		OD	N			N
6						35	6	1	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12424

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		301(CHECK)											
Elevation:		South											
Shingle No.:		5											
General Notes:		Nails #3,5 and 6 Completely Buried by Sealant											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	1 1/8	6 3/8	1 1/8	OD	Y			N
2						10 1/4	6 1/2		OD	Y			N
3						14 1/2	6 1/8		OD	N			N
4						23	6 1/4		OD	Y			N
5						25 3/8	6 1/4		OD	?			?
6						35	6 1/4	1	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12425

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		301(CHECK)											
Elevation:		South											
Shingle No.:		6											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	1 3/4	6	1 3/4	OD	Y			N
2						11 1/2	6 3/8		OD	Y			N
3						14 1/4	6		OD	Y			N
4						22 3/8	6		OD	N			N
5						25 1/8	6		OD	N			N
6						34 5/8	6	1 3/8	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12426

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		301(CHECK)											
Elevation:		South											
Shingle No.:		7											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	1 1/8	6	1 1/8	OD	Y			N
2						10	6 1/4		OD	Y			N
3						13 5/8	6 1/4		OD	Y			N
4						21 3/4	6		PD	N			N
5						25 1/4	6		OD	Y			N
6						34 1/4	6 1/8	1 3/4	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12427

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		301(CHECK)											
Elevation:		South											
Shingle No.:		8											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/4	1 1/4	6 1/4	1 1/4	OD	Y			N
2						10 1/4	6 1/4		OD	Y			N
3						14 3/8	6 1/4		PD	N			N
4						22 1/8	5 7/8		OD	N			N
5						25 3/8	5 3/4		OD	N			N
6						34 5/8	6 1/8	1 3/8	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12428

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		301(CHECK)											
Elevation:		South											
Shingle No.:		9											
General Notes:		Nail Pulled (1 1/4")											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	-	-	17/8	6	17/8	OD	Y			N
2						10	6		OD	N			N
3						13 1/2	6		OD	N			N
4						21 1/8	6 1/2		OD	Y			N
5						24 7/8	6 1/4		OD	N			N
6						34 7/8	6	1 1/8	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12429

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		1											
General Notes:		Pulled Nail (1 1/4" Long)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 3/4	6	1 1/8	6 1/4	1 1/8	OD	Y			N
2						10 1/4	6		OD	Y			N
3						13 7/8	5 7/8		OD	N			N
4						21 3/4	5 7/8		OD	N			N
5						25 5/8	5 3/4		OD	Y			N
6						34 3/4	6 1/4	1 1/4	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12430

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		2											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 5/8	6	1 1/8	6	1 1/8	PD	N			N
2						10	6 1/8		OD	Y			N
3						13 5/8	6		PD	N			N
4						24 7/8	6 1/4		OD	N			N
5						35 1/8	6 3/8	7/8	OD	N			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12431

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		3											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 7/8	6 1/8	1 1/8	6 3/8	1 1/8	OD	N			N
2						10 1/2	6 1/2		OD	Y			N
3						14 5/8	6 1/2		OD	Y			N
4						21 3/8	6 1/2		OD	N			N
5						25 3/8	6 1/2		OD	Y			N
6						35	6 1/8	1	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12432

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		4											
General Notes:		Pulled Nail (1 1/4" Long)											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6	1 1/4	6	1 1/4	OD	Y			N
2						10 3/8	6 1/4		PD	N			N
3						14 1/8	6 1/4		PD	N			N
4						22 3/8	6 1/4		OD	N			N
5						35 1/4	6 3/8	3/4	OD	N			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12433

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		5											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance.	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6	15/8	6 1/2	1 5/8	OD	Y			N
2						10 1/8	6		OD	Y			N
3						14	6		OD	Y			N
4						22	6		OD	Y			N
5						25	6 1/4		OD	N			N
6						34 7/8	6 3/4	1 1/8	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12434

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		6											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/8	6 1/8	5/8	6 1/4	5/8	OD	Y			N
2						9 3/8	6 1/4		OD	Y			N
3						13 5/8	6		OD	Y			N
4						25	6 1/4		OD	N			N
5						35 3/8	6 1/2	5/8	OD	N			N
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12435

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		7											
General Notes:		Pulled Nail (1 1/4" Long)											
Nail No.								Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
	A	B	C	D	E	X	Y						
1	12 1/4	36	5 1/4	5 1/4	6	1 1/4	6 1/4	1 1/4	OD	Y			N
2						9 7/8	6		PD	N			Y
3						12 1/2	6		OD	Y			N
4						21 1/8	6 1/4		OD	Y			N
5						25 1/8	6		OD	Y			N
6						34 5/8	6 1/2	1 3/8	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12436

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		8											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6	1 1/8	6 3/8	1 1/8	OD	Y			N
2						10	6		PD	N			N
3						13 1/2	5 3/4		OD	Y			N
4						23	6 1/2		OD	Y			Y
5						25 1/8	5 3/4		OD	Y			Y
6						35	6 1/4	1	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12437

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		303											
Elevation:		North											
Shingle No.:		9											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	1	6 1/4	1	PD	N			N
2						11 7/8	6 1/4		PD	N			N
3						13 1/8	6 1/4		OD	Y			N
4						23 1/4	6 1/8		PD	N			N
5						25 1/2	5 1/2		UD	Y			N
6						35	6	1	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12438

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		1											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/2	5	6	1 1/4	6 3/4	1 1/4	PD	Y			Y
2						10	6 1/2		OD	Y			Y
3						13	6 1/2		PD	Y			Y
4						23 1/8	6 1/2		PD	N			Y
5						25	6 3/4		PD	N			Y
6						34 1/4	6	1 3/4	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12439

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		2											
General Notes:		Nail Pulled (1 1/4" Long), Unable to Obtain Driven Property of Nail # 1 due to Shingle being Pulled when Breaking											
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5	6 1/8	1 5/8	6 1/2	1 5/8		Y			Y
2						10 3/4	6 1/2		OD	Y			N
3						13	7		PD	N			N
4						22 7/8	6 1/2		PD	Y			N
5						24 1/2	6 1/2		OD	Y			N
6						34 1/2	6 3/4	1 1/2	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12440

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		3											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 7/8	6	1 3/8	6 1/2	1 3/8	PD	N			N
2						9 7/8	7		PD	Y			N
3						12 1/8	6 1/4		OD	Y			N
4						22	6		UD	Y			Y
5						25	6 1/2		PD	N			N
6						33 3/4	6 1/2	2 1/4	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12441

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		4											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 7/8	6 1/8	1 5/8	6 3/4	1 5/8	OD	Y			Y
2						9 3/8	6 3/4		OD	Y			Y
3						12 1/2	6 3/4		OD	Y			Y
4						22 3/8	6 1/2		OD	Y			Y
5						24 1/2	6 1/2	11 1/2	OD	N			Y
6													
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12442

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		5											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 3/4	6 1/8	2 7/8	7 1/4	2 7/8	OD	Y			N
2						10 1/4	6 1/2		OD	Y			N
3						13	7 1/2		OD	Y			N
4						22	6 1/2		OD	N			Y
5						25	6 1/2		OD	N			Y
6						34	7	2	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12443

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		6											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	4 3/4	6 1/8	1 1/4	6 1/4	1 1/4	OD	N			N
2						9 1/2	6 1/4		PD	Y			N
3						12 1/2	6 5/8		OD	Y			N
4						22	6 1/2		OD	N			N
5						24 1/4	6 1/2		OD	Y			N
6						35 1/8	6 3/8	7/8	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12444

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		7											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	1 3/8	6 5/8	1 3/8	OD	Y			Y
2						9	6 1/2		OD	Y			Y
3						12 5/8	6 1/2		OD	N			Y
4						21 1/2	6 3/8		OD	Y			Y
5						25	6 1/2		OD	Y			Y
6						34 1/2	7	1 1/2	OD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12445

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		8											
General Notes:													
Nail No.	A.	B.	C.	D.	E.	X.	Y.	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	1 5/8	6 3/8	1 5/8	OD	N			N
2						9 3/4	6 1/2		OD	N			N
3						13 3/8	7		OD	Y			N
4						22 5/8	6 1/2		OD	N			N
5						24 1/4	6 1/4		OD	N			N
6						35	6 5/8	1	OD	Y			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12446

Shingle Nailing Survey													
Building No.		2200											
Unit No.:		101 - Low Roof											
Elevation:													
Shingle No.:		9											
General Notes:													
Nail No.	A	B	C	D	E	X	Y	Edge Distance	Driven - Under, Over, or Properly UD/OD/PD	Skewed? Y/N	Length of unadhered shingles?	Power or Hand Driven? PD/HD	Rusty? Y/N
1	12 1/4	36	5 1/4	5 1/4	6 1/8	1 1/8	6 1/4	1 1/8	OD	N			N
2						9 3/4	6 1/4		OD	N			N
3						12 3/4	6 1/2		PD	N			N
4						22 1/2	6 1/2		UD	Y			N
5						25 3/8	6 3/4		PD	Y			N
6						34 7/8	6 1/2	1 1/8	PD	N			N
7													
8													

Edge Distance of Last nail = length of shingle - x

WDP OBH 12447

Roof Valley Data

Building	Course	Distance Shingle Extended onto Adjoining Roof (in.)	
		Along length of shingle	Horizontal projection
1900	1	4.5	3.18
	2	3.5	2.47
	3	2.625	1.86
	4	2.875	2.03
	5	1.25	0.88
	6	2	1.41
	7	1	0.71
	8	-0.75	-0.53
	9	0	0.00
	10	-2.1875	-1.55
	11	10.75	7.60
	12	8.25	5.83
	13	8.75	6.19
	14	8	5.66
	15	7.625	5.39
	16	6	4.24
	17	6.75	4.77
	18	5	3.54
2000	1	0.375	0.27
	2	6.75	4.77
	3	-2	-1.41
	4	5	3.54
	5	-3.5	-2.47
	6	16	11.31
	7	7.5	5.30
	8	3.25	2.30
	9	5.5	3.89
	10	1.75	1.24
	11	3.25	2.30
	12	12	8.49

Total Number of Measurements: 30

Average: 4.39375

Std Dev.: 4.421524485

SALEM SERVICES GROUP BUILDING RESTORATION

Job Name: Belle Hall Condos

Job #: 0

Unit Price View Section

Ref. No.	Code #	Work Item	Description	QTY	Unit	Unit Price	Extended Amount
No. 1	005	Surface Cleaning	Powerwashing	10095.25	SF	\$ 0.27	28,440.03
No. 2	001	Caulking	Sealants	18328	LF	\$ 3.73	68,355.97
No. 3	038	Onsite Staff	Domestic Staff	897.281	HR	\$ 99.281	89,281.09
No. 4	0						
No. 5	0						
No. 6	008	Brick Repair	Brick Veneer	9412	SF	\$ 50.55	475,848.04
No. 7	053	Carpentry	Termite / Water Damage framing	272	EA	\$ 1,508.93	410,427.16
No. 8	053	Carpentry	Hard Plank	28725	SF	\$ 19.32	550,907.83
No. 9	0						
No. 10	014	Concrete Repair	Concrete/Balconies/Stairways	4685	SF	\$ 93.20	436,632.23
No. 11	018	EPS/Stucco	Stucco	47958	SF	\$ 32.55	1,561,018.12
No. 12	029	Carpentry	Handrail Removal and repair	1427	LF	\$ 174.56	249,101.79
No. 13	046	Window Repl.	Type A Impact	103	EA	\$ 782.60	80,608.12
No. 14	029	Window Repl.	Type A Impact	103	EA	\$ 710.10	73,139.88
No. 15	046	Window Repl.	Type B Impact	207	EA	\$ 917.12	189,867.74
No. 16	046	Window Repl.	Type B Impact	207	EA	\$ 803.48	166,315.47
No. 17	029	Window Repl.	Type C Impact	5	EA	\$ 925.41	4,627.07
No. 18	046	Window Repl.	Type C Impact	5	EA	\$ 612.31	3,061.54
No. 19	029	Window Repl.	Type C Impact	5	EA		
No. 20	0	Interior Repairs					
No. 21	0	Window Repl.					
No. 22	0	Interior Repairs					
No. 23	0	Window Repl.					
No. 24	0	Interior Repairs					
No. 25	0	Window Repl.					
No. 26	0	Interior Repairs					
No. 27	0	Window Repl.					
No. 28	0	Interior Repairs					
No. 29	0	Window Repl.					
No. 30	0	Interior Repairs					
No. 31	029	Window Repl.	Doors	1	SF		
No. 32	046	Interior Repairs	Doors	1	SF		
No. 33	0	Window Repl.					
No. 34	0	Interior Repairs					
No. 35	0	Window Repl.					
No. 36	0	Interior Repairs					
No. 37	0	Window Repl.					
No. 38	0	Interior Repairs					
No. 39	0	Window Repl.					
No. 40	0	Interior Repairs					
No. 41	0	Window Repl.					
No. 42	0	Interior Repairs					
No. 43	0	Window Repl.					
No. 44	0	Interior Repairs					
No. 45	0	Window Repl.					
No. 46	046	MEP	Orbital Eng Report	59	EA	\$ 17,398.40	1,028,500.64
No. 47	046	MEP	Orbital Eng Report	59	EA	\$ 5,339.05	315,004.05
No. 48	051	Grade Repair	Grade Repair	4	EA	\$ 151,585.07	610,260.28
No. 49	051	Carpentry	Beam (2x12)	15	EA	\$ 9,366.53	140,497.97
No. 50	051	Carpentry	Tubi/Showers	59	EA	\$ 2,805.62	165,531.56
No. 51	051	Carpentry	Balcony Ceilings	39	EA	\$ 1,865.18	72,741.89
No. 52	053	Flooring	The/WTP/sound control/3/4" Groat subfloor/plywood	11365	SF	\$ 44.79	508,938.56
No. 53	032	Anchor Installation	Sloped Tiles	120	EA	\$ 1,181.49	141,778.80
No. 54	032	Mobilization					
No. 55	034	Demobilization					
No. 56	035	Buck Scaffold					
No. 57	035	Scaffold					
No. 58	038	Lift Equipment					
No. 59	037	Misc. Equipment					
No. 60	038	General Conditions					
No. 61	039	Safety	ISA, etc.				
No. 62	040	Lodging					
No. 63	041	Per Diem					
No. 64	043	Foreman					
No. 65	043	Travel Time Labor					
Sub Total w/o Sales							11,569,057.54
Sub Total w/Mark-up							677,372.41
Sub Total							12,246,429.95
Additional Insurance							
No. 65	044	Bond				0.000	367,398.90
No. 66	045	Engineering Fees				0.13	1,835,994.49
Contract Amount							14,451,022.44

*This contract amount above will have a small variance to the contract amount at the bottom of the main Work Item Summary section. This is because the unit price figures above have already been marked up individually in the individual W.I. Summary boxes as opposed to the Work Item Summary section which totals up all costs and then marks up the lump sum cost figure. It will be the estimator's discretion for which contract amount is chosen as the bid price, however keep in mind that the contract amount linking to the budget tab is the amount at the bottom of this Unit Price View section.



OBH GM 317

ROA_04214

Indiv. W.I. Summary Section									
No. 1	Surface Cleaning	MT		\$	2,294.12				
Code#	005	LA		\$	18,261.38				
Description	Pavement			\$	21,545.48				
	Total Meters	829.26388							
Profit		0.08	\$	1,723.64					
OH		0.24	\$	8,179.92					
			\$	28,440.03					
SP		106952	\$	0.77					
No. 2	Caulking	MT		\$	15,135.92				
Code#	001	LA		\$	30,650.48				
Description	Sealant			\$	51,782.40				
	Total Meters	1578.999785							
Profit		0.08	\$	4,143.39					
OH		0.24	\$	12,439.18					
			\$	68,365.97					
LP		18328	\$	3.73					
No. 3	Crack Seal	MT		\$					
Code#	038	LA		\$	679,758.40				
Description	Crack Seal			\$	679,758.40				
	Total Meters	29280.99935							
Profit		0.08	\$	54,380.67					
OH		0.24	\$	163,142.02					
			\$	897,281.09					
SP		1	\$	897,281.09					
No. 4		MT		\$					
Code#	0	LA		\$					
Description				\$					
	Total Meters	0							
Profit		0.08	\$						
OH		0.24	\$						
			\$						
SP		1	\$						
No. 5		MT		\$					
Code#	0	LA		\$					
Description				\$					
	Total Meters	0							
Profit		0.08	\$						
OH		0.24	\$						
			\$						
SP		1	\$						
No. 6	Brick Repair	MT		\$	92,131.29				
Code#	008	LA		\$	288,250.00				
Description	Brick Veneer			\$	360,490.94				
	Total Meters	11559.75276							
Profit		0.08	\$	28,839.28					
OH		0.24	\$	86,517.83					
			\$	475,848.04					
SP		9413	\$	50.55					
No. 7	Carpentry	MT		\$	78,806.85				
Code#	051	LA		\$	262,729.83				
Description	Trim / Water Damage Framing			\$	331,536.68				
	Total Meters	10886.48864							
Profit		0.08	\$	26,522.93					
OH		0.24	\$	78,806.80					
			\$	437,628.42					
EA		272	\$	1,608.93					
No. 8	Carpentry	MT		\$	90,316.73				
Code#	051	LA		\$	327,037.00				
Description				\$	417,354.42				
	Total Meters	14087.34358							
Profit		0.08	\$	33,388.75					
OH		0.24	\$	100,165.00					
			\$	530,907.89					
SP		28725	\$	19.52					
No. 9		MT		\$					
Code#	051	LA		\$					
Description				\$					
	Total Meters	0							
Profit		0.08	\$						
OH		0.24	\$						
			\$						
SP		1	\$						
No. 10	Concrete Repair	MT		\$	46,725.11				
Code#	018	LA		\$	284,072.03				
Description	Concrete/Brickwork/Sidewalk			\$	330,797.14				
	Total Meters	17236.57251							
Profit		0.08	\$	26,461.77					
OH		0.24	\$	79,391.31					
			\$	436,652.23					
SP		4685	\$	93.20					

No. 11	ETX/Stucco	MT	\$	255,492.43
Code#	018	LA	\$	827,007.81
Description	Stucco		\$	1,182,500.24
	Total Manhrs	39935.29229		
Profit	0.08	\$	94,607.22	
OH	0.24	\$	283,821.06	
		\$	1,561,019.12	
SP	47958	\$	32.55	
No. 12	Carpentry	MT	\$	55,814.66
Code#	051	LA	\$	132,898.82
Description	Handred Ransayal and repals		\$	188,713.48
	Total Manhrs	5,274.70		
Profit	0.08	\$	15,097.03	
OH	0.24	\$	45,291.24	
		\$	249,101.79	
LF	1427	\$	174.56	
No. 13	Window Repl.	MT	\$	15,790.82
Code#	029	LA	\$	44,275.94
Description	Type A Impact		\$	61,066.76
	Total Manhrs	1907.212413		
Profit	0.08	\$	4,885.34	
OH	0.24	\$	14,658.02	
		\$	80,608.12	
EA	103	\$	782.60	
No. 14	Interior Repairs	MT	\$	12,218.81
Code#	046	LA	\$	43,180.19
Description	Type A Impact		\$	55,409.00
	Total Manhrs	1660.4432		
Profit	0.08	\$	4,432.72	
OH	0.24	\$	13,288.16	
		\$	73,139.88	
EA	103	\$	710.10	
No. 15	Window Repl.	MT	\$	48,283.89
Code#	029	LA	\$	94,622.06
Description	Type B Impact		\$	143,914.95
	Total Manhrs	4075.90172		
Profit	0.08	\$	11,513.20	
OH	0.24	\$	34,832.59	
		\$	189,967.74	
EA	207	\$	917.72	
No. 16	Interior Repairs	MT	\$	32,741.67
Code#	046	LA	\$	87,254.91
Description	Type B Impact		\$	125,996.57
	Total Manhrs	4017.0108		
Profit	0.08	\$	10,079.73	
OH	0.24	\$	30,239.18	
		\$	166,315.47	
EA	207	\$	803.46	
No. 17	Window Repl.	MT	\$	765.51
Code#	029	LA	\$	2,739.85
Description	Type C Impact		\$	3,505.35
	Total Manhrs	118.0204667		
Profit	0.08	\$	280.43	
OH	0.24	\$	841.20	
		\$	4,627.07	
EA		\$	926.41	
No. 18	Interior Repairs	MT	\$	396.43
Code#	046	LA	\$	1,823.82
Description	Type C Impact		\$	2,319.35
	Total Manhrs	82.874		
Profit	0.08	\$	185.55	
OH	0.24	\$	558.84	
		\$	3,081.54	
EA		\$	612.31	
No. 19	Window Repl.	MT	\$	
Code#	029	LA	\$	
Description			\$	
	Total Manhrs	0		
Profit	0.08	\$		
OH	0.24	\$		
		\$		
SP	1	\$		
No. 20	Interior Repairs	MT	\$	
Code#	0	LA	\$	
Description			\$	
	Total Manhrs	0		
Profit	0.08	\$		
OH	0.24	\$		
		\$		
LF	1	\$		

No. 21	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
EA		33	\$
No. 22	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	10	
Profit		0.08	\$
OH		0.24	\$
		\$	
EA		23	\$
No. 23	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
EA		6	\$
No. 24	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
EA		6	\$
No. 25	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
LB		1	\$
No. 26	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
LB		23	\$
No. 27	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
LB		1	\$
No. 28	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
LP		1	\$
No. 29	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
LF		1	\$
No. 30	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Mnhrs	0	
Profit		0.08	\$
OH		0.24	\$
		\$	
LF		1	\$

No. 31	Window Repl.	MT	\$
Code#	079	LA	\$
Description	Down		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 32	Interior Repairs	MT	\$
Code#	046	LA	\$
Description	Down		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 33	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 34	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 35	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 36	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 37	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 38	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 39	Window Repl.	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$
No. 40	Interior Repairs	MT	\$
Code#	0	LA	\$
Description	0		\$
	Total Minhrs	0	
Profit		0.08	\$
OH		0.24	\$
SF		1	\$

No. 41	Window Repl.	MT	\$	
Code#	0	LA	\$	
Description	0		\$	
	Total Mnhrs	0		
Profit	0.08	\$		
OH	0.24	\$		
LF	1	\$		
No. 42	Interior Repairs	MT	\$	
Code#	0	LA	\$	
Description	0		\$	
	Total Mnhrs	0		
Profit	0.08	\$		
OH	0.24	\$		
LF	1	\$		
No. 43	Window Repl.	MT	\$	
Code#	0	LA	\$	
Description	0		\$	
	Total Mnhrs	0		
Profit	0.08	\$		
OH	0.24	\$		
LF	1	\$		
No. 44	Interior Repairs	MT	\$	
Code#	0	LA	\$	
Description	0		\$	
	Total Mnhrs	0		
Profit	0.08	\$		
OH	0.24	\$		
LF	1	\$		
No. 45	MEP	MT	\$	111,153.51
Code#	045	LA	\$	680,502.20
Description	Ordnal Eng Report		\$	777,655.81
	Total Mnhrs	28709.5846		
Profit	0.08	\$	62,212.46	
OH	0.24	\$	180,637.32	
EA	59	\$	1,026,505.66	
		\$	17,398.40	
No. 46	MEP Con't	MT	\$	63,254.87
Code#	046	LA	\$	175,394.56
Description	Ordnal Eng Report		\$	238,639.43
	Total Mnhrs	7554.794636		
Profit	0.08	\$	19,091.15	
OH	0.24	\$	57,273.46	
EA	59	\$	315,004.05	
		\$	5,339.05	
No. 47	Grade Repair	MT	\$	
Code#	018	LA	\$	462,318.40
Description	Grade Repair		\$	462,318.40
	Total Mnhrs	119914.6414		
Profit	0.08	\$	35,985.47	
OH	0.24	\$	110,958.42	
EA	4	\$	610,260.29	
		\$	152,563.07	
No. 48	Carpentry	MT	\$	11,443.07
Code#	051	LA	\$	94,895.78
Description	Beam (2X12)		\$	106,437.85
	Total Mnhrs	4092		
Profit	0.08	\$	8,515.03	
OH	0.24	\$	25,645.08	
EA	19	\$	140,497.97	
		\$	9,366.53	
No. 49	Carpentry	MT	\$	5,251.55
Code#	051	LA	\$	120,150.09
Description	Tube/Flange		\$	125,401.54
	Total Mnhrs	5175.575812		
Profit	0.08	\$	10,012.20	
OH	0.24	\$	30,098.61	
EA	59	\$	165,511.38	
		\$	2,805.67	
No. 50	Carpentry	MT	\$	11,385.25
Code#	051	LA	\$	43,722.24
Description	9" Square Columns		\$	55,107.49
	Total Mnhrs	1883.3617		
Profit	0.08	\$	4,408.60	
OH	0.24	\$	13,225.80	
EA	39	\$	72,741.89	
		\$	1,865.18	

No. 51	Flooring	MT	\$	114,068.61
Code#	053	LA	\$	271,484.80
Description	Flt./WTP/round concrete/4" Gneat subfloor/plywood		\$	385,553.41
	Total Mins	11694.36985		
Profit		0.08	\$	30,844.27
OH		0.24	\$	92,532.82
			\$	508,930.50
LS		11363	\$	44.79
No. 52	Anchor Installation	MT	\$	48,594.98
Code#	010	LA	\$	47,786.45
Description	Strap-on Ties		\$	96,381.43
	Total Mins	2058.43		
Profit		0.08	\$	7,710.51
OH		0.24	\$	25,131.54
			\$	127,223.48
EA		70	\$	1,817.48
No. 53	Mobilization	Misc.	\$	240,201.39
Code#	032	LA	\$	138,841.95
Description			\$	379,043.34
	Total Mins	5980.7		
Profit		0.08	\$	30,423.47
OH		0.24	\$	80,070.40
			\$	500,337.21
LS		1	\$	500,337.21
No. 54	Demobilization	Misc.	\$	31,853.25
Code#	033	LA	\$	60,572.68
Description			\$	92,425.93
	Total Mins	2609.2		
Profit		0.08	\$	7,394.07
OH		0.24	\$	22,182.20
			\$	122,002.09
LS		1	\$	122,002.09
No. 55	Suspended Scaffolding	EQ	\$	432,968.25
Code#	034	LA	\$	111,720.00
Description	Back scaffolding		\$	544,688.25
	Total Mins	4812.405772		
Profit		0.08	\$	43,575.06
OH		0.24	\$	120,725.18
			\$	718,988.49
LS		1	\$	718,988.49
No. 56	Scaffold	EQ	\$	
Code#	035	LA	\$	
Description			\$	
	Total Mins	0		
Profit		0.08	\$	
OH		0.24	\$	
LS		1	\$	
No. 57	Lift Equipment	EQ	\$	167,953.50
Code#	036	LA	\$	
Description			\$	167,953.50
	Total Mins	0		
Profit		0.08	\$	13,436.28
OH		0.24	\$	40,308.84
			\$	221,698.62
LS		1	\$	221,698.62
No. 58	Misc. Equipment	EQ	\$	102,950.88
Code#	037	LA	\$	
Description			\$	102,950.88
	Total Mins	0		
Profit		0.08	\$	8,236.07
OH		0.24	\$	24,704.21
			\$	135,895.17
LS		1	\$	135,895.17
No. 59	General Conditions	Misc.	\$	401,362.66
Code#	038	J	\$	
			\$	401,362.66
Profit		0.08	\$	32,109.01
OH		0.24	\$	86,327.04
			\$	529,798.71
LS		1	\$	529,798.71
No. 60	Safety	Misc.	\$	
Code#	039	LA	\$	62,801.34
Description	RAA, etc.		\$	62,801.34
	Total Mins	2705.205255		
Profit		0.08	\$	5,024.11
OH		0.24	\$	15,072.32
			\$	82,897.77
LS		1	\$	82,897.77

No. 61	Lodging	Misc.	\$	144,000.00
Code#	040			
			\$	144,000.00
	Profit	0.08	\$	11,520.00
	OH	0.24	\$	34,560.00
			\$	190,080.00
	LS	1	\$	190,080.00
No. 62	Per Diem	Misc.	\$	369,600.00
Code#	041			
			\$	369,600.00
	Profit	0.08	\$	29,568.00
	OH	0.24	\$	88,704.00
			\$	487,872.00
	LS	1	\$	487,872.00
No. 63	Foreman			
Code#	042	LA	\$	274,752.00
			\$	274,752.00
	Total Mnhrs	9600		
	Profit	0.08	\$	21,980.16
	OH	0.24	\$	65,940.48
			\$	362,672.64
	LS	1	\$	362,672.64
No. 64	Travel Time Labor			
Code#	043	LA	\$	20,572.20
			\$	20,572.20
	Total Mnhrs	1980		
	Profit	0.08	\$	1,645.78
	OH	0.24	\$	4,937.33
			\$	27,155.30
	LS	1	\$	27,155.30

Salem's Estimating Template (Updated 4/29/13)

Estimator		Job Name		Job Address		Job Date	
Crew Rate		Job #		Job Description		Job Date	
Profit		Tax Rate Used (with a 1 in front)		Job #		Job Date	

Work Item Summary Section														
Item No.	Work Item	Description	Quan	Units	Unit Cost	Labor	Material	Subcontract	Other	Total	EQ	Total EQ	Misc.	Total Misc.
No. 1	Surface Cleaning	Powerwashing	108652.00	S	0.02	108652.00				108652.00				
No. 2	Caulking	Caulk	18,328.24	S	0.77	18,328.24				18,328.24				
No. 3	On-site start	On-site Start				678,758.40				678,758.40				
No. 4	0	0	0.00	S	0.45									
No. 5	0	0												
No. 6	Brick Repair	Brick Veneer				85,903.30				85,903.30				
No. 7	Carpentry	1/2" Ply Shear Wall				70,470.50				70,470.50				
No. 8	Carpentry	Hard Ply				84,211.40				84,211.40				
No. 9	0	0												
No. 10	Concrete Repair	Form/Reinforce/Place				43,560.54				43,560.54				
No. 11	EIFS/Stone	Stone				238,221.38				238,221.38				
No. 12	Carpentry	Interior Removal and Reinstall				52,041.84				52,041.84				
No. 13	Window Repl.	Type A Impact				16,655.78				16,655.78				
No. 14	Interior Repairs	Type B Impact				11,392.83				11,392.83				
No. 15	Window Repl.	Type C Impact				45,960.74				45,960.74				
No. 16	Interior Repairs	Type D Impact				30,523.38				30,523.38				
No. 17	Window Repl.	Type E Impact				713.78				713.78				
No. 18	Interior Repairs	Type F Impact				368.70				368.70				
No. 19	Window Repl.	Type G Impact												
No. 20	Interior Repairs	Type H Impact												
No. 21	Window Repl.	Type I Impact												
No. 22	Interior Repairs	Type J Impact												
No. 23	Window Repl.	Type K Impact												
No. 24	Interior Repairs	Type L Impact												
No. 25	Window Repl.	Type M Impact												
No. 26	Interior Repairs	Type N Impact												
No. 27	Window Repl.	Type O Impact												
No. 28	Interior Repairs	Type P Impact												
No. 29	Window Repl.	Type Q Impact												
No. 30	Interior Repairs	Type R Impact												
No. 31	Window Repl.	Type S Impact												
No. 32	Interior Repairs	Type T Impact												
No. 33	Window Repl.	Type U Impact												
No. 34	Interior Repairs	Type V Impact												
No. 35	Window Repl.	Type W Impact												
No. 36	Interior Repairs	Type X Impact												
No. 37	Window Repl.	Type Y Impact												
No. 38	Interior Repairs	Type Z Impact												
No. 39	Window Repl.	Type AA Impact												
No. 40	Interior Repairs	Type AB Impact												
No. 41	Window Repl.	Type AC Impact												
No. 42	Interior Repairs	Type AD Impact												
No. 43	Window Repl.	Type AE Impact												
No. 44	Interior Repairs	Type AF Impact												
No. 45	MEP	Global Eng Report				103,639.64				103,639.64				
No. 46	MEP Con't	On-site Eng Report				58,078.90				58,078.90				
No. 47	Grade Repair	Grade Repair												
No. 48	Carpentry	Beam (2x12)				10,668.66				10,668.66				
No. 49	Carpentry	Balky Ends				4,096.65				4,096.65				
No. 50	Carpentry	Beam (2x12)				10,615.62				10,615.62				
No. 51	Flooring	1st exterior/2nd Global				106,357.68				106,357.68				
No. 52	Anchor Installation	Anchor Ties				43,310.00				43,310.00				
No. 53	Demolition	0												
No. 54	Demolition	0												
No. 55	Demolition	0												
No. 56	Demolition	0												
No. 57	Demolition	0												
No. 58	Demolition	0												
No. 59	Demolition	0												
No. 60	Demolition	0												
No. 61	Demolition	0												
No. 62	Demolition	0												
No. 63	Demolition	0												
No. 64	Demolition	0												
No. 65	Demolition	0												
No. 66	Demolition	0												
No. 67	Demolition	0												
No. 68	Demolition	0												
No. 69	Demolition	0												
No. 70	Demolition	0												
No. 71	Demolition	0												
No. 72	Demolition	0												
No. 73	Demolition	0												
No. 74	Demolition	0												
No. 75	Demolition	0												
No. 76	Demolition	0												
No. 77	Demolition	0												
No. 78	Demolition	0												
No. 79	Demolition	0												
No. 80	Demolition	0												
No. 81	Demolition	0												
No. 82	Demolition	0												
No. 83	Demolition	0												
No. 84	Demolition	0												
No. 85	Demolition	0												
No. 86	Demolition	0												
No. 87	Demolition	0												
No. 88	Demolition	0												
No. 89	Demolition	0												
No. 90	Demolition	0												
No. 91	Demolition	0												
No. 92	Demolition	0												
No. 93	Demolition	0												
No. 94	Demolition	0												
No. 95	Demolition	0												
No. 96	Demolition	0												
No. 97	Demolition	0												
No. 98	Demolition	0												
No. 99	Demolition	0												
No. 100	Demolition	0												
No. 101	Demolition	0												
No. 102	Demolition	0												
No. 103	Demolition	0												
No. 104	Demolition	0												
No. 105	Demolition	0												
No. 106	Demolition	0												
No. 107	Demolition	0												
No. 108	Demolition	0												
No. 109	Demolition	0												
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No. 112	Demolition	0												
No. 113	Demolition	0												
No. 114	Demolition	0												
No. 115	Demolition	0												
No. 116	Demolition	0												
No. 117	Demolition	0												
No. 118	Demolition	0												
No. 119	Demolition	0												
No. 120	Demolition	0												
No. 121	Demolition	0												
No. 122	Demolition	0												
No. 123	Demolition	0												
No. 124	Demolition	0												
No. 125	Demolition	0												
No. 126	Demolition	0												
No. 127	Demolition	0												
No. 128	Demolition	0												
No. 129	Demolition	0												
No. 130	Demolition	0												
No. 131	Demolition	0												
No. 132	Demolition	0												
No. 133	Dem													

Crew Size, Crew Rate, and Duration Area			
Mechanics	Leadman	Labor/Wk	Crew Rate
1	3	\$ 40,858.40	\$ 23.22
# of Crews	Months	Weeks	Days
11	30.89	133.73	534.94

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OBH GM 326

Subcontractor Breakdown Section		
Name:		
1	Moss DP-50	
	Work Item(s)	Amount(s)
		\$ 264,018.00
	Shop Drawgs	\$ 3,500.00
	Calc's	\$ 7,500.00
		\$ 275,018.00
2		
	Work Item(s)	Amount(s)
		\$
		\$
		\$
		\$
3	Roofing	
	Work Item(s)	Amount(s)
		\$ 284,880.00
		\$
		\$
		\$ 284,880.00
4		
	Work Item(s)	Amount(s)
		\$
		\$
		\$
		\$
5		
	Work Item(s)	Amount(s)
		\$
		\$
		\$
		\$
6		
	Work Item(s)	Amount(s)
		\$
		\$
		\$
		\$
7		
	Work Item(s)	Amount(s)
		\$
		\$
		\$
		\$
8		
	Work Item(s)	Amount(s)
		\$
		\$
		\$
		\$
9		
	Work Item(s)	Amount(s)
		\$
		\$
		\$
		\$
10		
	Work Item(s)	Amount(s)
		\$
		\$
		\$
		\$
Total Subs:		\$ 559,898.00

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OBH GM 329

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OBH GM 330

[illegible]

ROA 04228

OBH GM 331

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OBH GM 333

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OBH GM 334

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OBH GM 335

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OBH GM 336

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OBH GM 337

[illegible]

OBH GM 338

No. 13	Work Item Window Repl.	Code# 029	Description Type A Impact							
	Work Description:		Crew	Hours	Days	Quan	No.		Total	
	LABOR	NOTES	Size				or cost		man hours	
	Unload Truck		1	0.25	1	103	\$	23.22	\$	597.79
			1	0.25	1	103	\$	23.22	\$	597.79
	Remove Old Wnds		1	2	1	103	\$	23.22	\$	4,782.29
			1	2	1	103	\$	23.22	\$	4,782.29
	Dist Old wnds		1	0.25	1	103	\$	23.22	\$	597.79
			1	0.25	1	103	\$	23.22	\$	597.79
	Dist new wnds		1	0.25	1	103	\$	23.22	\$	597.79
			1	0.25	1	103	\$	23.22	\$	597.79
	Set Perm framing/shim/anchor		1		1	103	\$	23.22	\$	
	SubFrame		1	0.5	1	103	\$	23.22	\$	1,195.57
			1	0.5	1	103	\$	23.22	\$	1,195.57
	Plumb		1	0.333	1	103	\$	23.22	\$	796.25
			1	0.333	1	103	\$	23.22	\$	796.25
	Anchor		1	0.083	14.27	103	\$	23.22	\$	2,831.43
			1	0.083	14.27	103	\$	23.22	\$	2,831.43
	Blocking		1	0.5	1	103	\$	23.22	\$	1,195.57
			1	0.5	1	103	\$	23.22	\$	1,195.57
	WTP		1	0.5	1	103	\$	23.22	\$	1,195.57
			1	0.5	1	103	\$	23.22	\$	1,195.57
			1		1	103	\$	23.22	\$	
	Set Window		1	2	1	103	\$	23.22	\$	4,782.29
			1	2	1	103	\$	23.22	\$	4,782.29
							\$	23.22	\$	
	Build out to move window forward						\$	23.22	\$	
							\$	23.22	\$	
							\$	23.22	\$	
							\$	23.22	\$	
	Lay new brick / Distribute brick to opening		2	0.5	1	6	\$	23.22	\$	139.29
	Lay brick		2	3	1	6	\$	23.22	\$	835.74
	Frame opening / Distribute materials		2	0.25	1	6	\$	23.22	\$	69.65
	Remove existing framing		2	2	1	6	\$	23.22	\$	557.16
	Layout and cut materials		2	0.05	48	6	\$	23.22	\$	668.59
	Install framing		2	3	1	6	\$	23.22	\$	835.74
							\$	23.22	\$	
							\$	23.22	\$	
							\$	23.22	\$	
							\$	23.22	\$	
							\$	23.22	\$	
							\$	23.22	\$	
	Foreman Cost Dist		1	1	1	0.12	\$	40,250.85	\$	4,830.10
						Sub Total			\$	40,250.85
						Down Time	1.1		\$	44,275.94

Work Item	WD	HT	Quan	No.	Cost	Total
Window Repl						
Work Description:						
MATERIAL						
Anchors	1	1	14.27	103	3.45	\$ 5,089.66
Shims	1	1	85.6	103	\$ 0.15	\$ 1,322.52
Blocking	1	1	18	103	\$ 1.04	\$ 1,928.16
						\$
						\$
						\$
						\$
						\$
						\$
						\$
Pan flashing	1	1	3	103	\$ 5.50	\$ 1,699.50
Head flashing	1	1	3	103	\$ 3.50	\$ 1,081.50
Pbarrier	1	1	18	103	\$ 0.85	\$ 1,575.90
End Dams	1	1	2	103	\$ 12.00	\$ 2,472.00
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
						\$
Brick	1	1	1	84	0.35	\$ 29.40
Wall ties	1	1	4	6	1.5	\$ 36.00
WTP at brick	1	1	12	6	0.55	\$ 39.60
2x6x12	1	1	1	11	6.57	\$ 72.27
2x6x10	1	1	1	2	6.37	\$ 12.74
Brick Mold	1	1	1	9	21.97	\$ 197.73
WTP at framing	1	1	38	6	0.55	\$ 118.80
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OBH GM 339

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ROA_04237

No. 16	Work Item	Code#	Description		Days	Quan	No.	Total	Work Item	WD	HT	Quan	No.	Cost	Total	
	Window Repl.	025	Type II Impact						Window Repl.							
	Work Description								Work Description							
	LABOR		NOTES	Crew	Hours				MATERIAL							
				Size				or cost								
	Unload Truck			1	0.25	1	207	\$ 23.22	\$ 1,201.38	Anchor	1	1	20.27	207	\$ 3.41	\$ 14,473.44
	Remove Old Wnds			1	0.25	1	207	\$ 23.22	\$ 1,201.38	Shims	1	1	121.6	207	\$ 0.15	\$ 3,775.68
				1	2	1	207	\$ 23.22	\$ 9,611.01	Blocking	1	1	24	207	\$ 1.04	\$ 5,168.72
	Dist Old wnds			1	0.25	1	207	\$ 23.22	\$ 1,201.38							
				1	0.25	1	207	\$ 23.22	\$ 1,201.38							
	Dist new wnds			1	0.25	1	207	\$ 23.22	\$ 1,201.38							
				1	0.25	1	207	\$ 23.22	\$ 1,201.38							
	Set Perm framing/shim/anchor			1	0.25	1	207	\$ 23.22	\$ 1,201.38							
	SubFrame			1	0.5	1	207	\$ 23.22	\$ 2,402.75							
				1	0.5	1	207	\$ 23.22	\$ 2,402.75	Pan flashing	1	1	6	207	\$ 5.5	\$ 6,831.00
										Head flashing	1	1	6	207	\$ 3.5	\$ 4,347.00
	Plumb			1	0.333	1	207	\$ 23.22	\$ 1,600.23	Pbarnier	1	1	24	207	\$ 0.85	\$ 4,222.80
				1	0.333	1	207	\$ 23.22	\$ 1,600.23	End Dams	1	1	2	207	\$ 12	\$ 4,968.00
	Anchor			1	0.083	20.27	207	\$ 23.22	\$ 8,083.50							
				1	0.083	20.27	207	\$ 23.22	\$ 8,083.50							
	Blocking			1	0.5	1	207	\$ 23.22	\$ 2,402.75							
				1	0.5	1	207	\$ 23.22	\$ 2,402.75							
	WTP			1	0.5	1	207	\$ 23.22	\$ 2,402.75							
				1	0.5	1	207	\$ 23.22	\$ 2,402.75							
	Set Window			2	1	1	207	\$ 23.22	\$ 9,611.01							
				1	1	1	207	\$ 23.22	\$ 4,805.51							
	Build out to move window forward							\$ 23.22	\$							
								\$ 23.22	\$							
								\$ 23.22	\$							
	Lay new brick / Distribute brick to opening			2	0.5	1	22	\$ 23.22	\$ 510.73	Brick	1	1	620		\$ 0.35	\$ 217.00
	Lay brick			2	3	1	22	\$ 23.22	\$ 3,064.38	Wall ties	1	1	22	6	\$ 1.5	\$ 198.00
	Frame opening / Distribute materials			2	0.25	1	22	\$ 23.22	\$ 255.37	WTP at brick	1	1	22	6	\$ 0.55	\$ 72.60
	Remove existing framing			2	2	1	22	\$ 23.22	\$ 2,042.82	2x6x12	1	1	1	55	\$ 6.57	\$ 361.35
	Layout and cut materials			2	0.05	48	22	\$ 23.22	\$ 2,451.50	2x6x10	1	1	1	11	\$ 6.37	\$ 70.07
	Install framing			2	3	1	22	\$ 23.22	\$ 3,064.38	Brick Mold	1	1	1	44	\$ 21.97	\$ 966.68
								\$	\$	WTP at framing	1	1	22	24	\$ 0.55	\$ 290.40
								\$	\$							
								\$	\$							
								\$	\$							
								\$	\$							
	Foreman Cost Dist.			1	1	1	0.12	\$ 86,020.05	\$ 10,322.41							
								Sub Total	\$ 86,020.05							
								Down Time	1.1						\$	\$ 45,960.74

OBH GM 340

OBH GM 341

[illegible]

OBH GM 342

[illegible]

OBH GM 343

[illegible]

No. 48	Work Item	Code#	Description							
	MEP	043	Orbital Eng Report							
	Work Description									
	LABOR		NOTES	Crew	Hours	Days	Quan	No.	Total	
				Size				or cost	man hours	
A	HVAC									
	Lines of 50 LF 3/8" x 1 1/8" x 50"		Upgrade Lines per manufacturer	2	10	1	40	\$ 45.00	\$ 38,000.00	
	Lack of 13 Seer Rating		Replace all heat pump units at all locations	1	1	1	59	\$ 5,000.00	\$ 299,000.00	
			Replace lines 48ft drywall repair	4	12	1	40	\$ 4.50	\$ 8,840.00	
	Inspect 59 condensate drains			1	1	1	59	\$ 23.22	\$ 1,359.69	
			1st floor do not drain into other drywalls	2	10	1	10	\$ 23.22	\$ 4,843.00	
			Bore-scope for new dry walls	1	1	1	10	\$ 500.00	\$ 5,000.00	
B	Pre-Plan MEP Scope		Engineer	1	40	1	2	\$ 175.00	\$ 14,000.00	
			MEP Contractor	1	40	1	2	\$ 75.00	\$ 6,000.00	
			Contractor PM	1	40	1	2	\$ 55.00	\$ 4,400.00	
C	New slab for units average size 4' x 12'		Remove fence	2	4	1	14	\$ 23.22	\$ 2,600.08	
			Form concrete pad	2	4	1	14	\$ 23.22	\$ 2,800.08	
			Pave and pour concrete	4	5	1	14	\$ 23.22	\$ 6,501.60	
			Labor to install fencing	1	1	1	14	\$ 23.22	\$ 10,449.00	
D	Drywall drains		Dig holes and trench	2	5	1	14	\$ 23.22	\$ 3,250.10	
			Install stone and drywall	2	3	1	14	\$ 23.22	\$ 1,950.06	
			Fill and compact	2	3	1	14	\$ 7.50	\$ 830.00	
			Install sand	2	3	1	14	\$ 23.22	\$ 650.02	
			Install new Drain and cap old	2	2	1	14	\$ 23.22	\$ 1,300.04	
			Out Concrete/ re-pour	2	5	1	14	\$ 23.22	\$ 3,250.10	
			Attach old drywall to new drywall (new plumb)	2	3	1	14	\$ 23.22	\$ 650.02	
			Run 1st floor units to new drywall	2	6	1	20	\$ 23.22	\$ 8,571.60	
							1	\$ 23.22		
E	All flex duct replaced		Coast per LF 3rd floor only	2	10	1	20	\$ 23.22	\$ 9,288.00	
F	Balance and fire dampers		No.1 Coast per 3rd party testing	1	1	1	59	\$ 400.00	\$ 23,600.00	
			Air balance Allowance for unbalanced system (Refer)	1	1	1	59	\$ 400.00	\$ 23,600.00	
			No.2 Install balance dampers	1	1	1	125	\$ 100.00	\$ 12,500.00	
			No.3 Fire dampers	1	1	1	59	\$ 300.00	\$ 17,700.00	
			Replace existing fire damper and duct work with new rigid duct work with access door	2	10	1	59	\$ 23.22	\$ 27,399.60	
G	Custom made includes shop fabrication		No.4 50% of all dryer ducts add booster electrical fans	1	1	1	30	\$ 175.00	\$ 5,250.00	
			Wall and ceiling Paint	1	1	1	30	\$ 75.00	\$ 2,250.00	
			Drywall Repair at Damper doors 12sf	3	4	1	59	\$ 4.50	\$ 13,186.00	
H	Transfer grille above bedroom doors		No.1 2 4 bedroom doors/ Transfer grille	1	1	1	125	\$ 400.00	\$ 50,000.00	
			and paint entire ceiling (3 ceiling grille/air grille)	1	1	1	20	\$ 40.00	\$ 800.00	
			Transfer Grille at laundry	3	4	1	20	\$ 4.50	\$ 1,080.00	
			Drywall Repair at grille 12sf							

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ROA_04243

OBH GM 346

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OBH GM 347

[illegible]

OBH GM 348

No.	Work Item	Code#	Description	Quan	Unit	Rate	Total
No. 49	Carpentry	051	Tubs/showers				
	Work Description		Crew	Hours	Days	Quan	Rate
	LABOR	NOTES	Size	Hours	Days	or cost	man hours
	Set up per location		2	0.5	1	59 \$	23.22 \$
	Demo , tile, drywall, tube , studs		2	5	1	59 \$	23.22 \$
	Clean up		2	1	1	59 \$	23.22 \$
	Zip Wall protection		2	1	1	59 \$	23.22 \$
	Level Tub		2	1	1	59 \$	23.22 \$
	Set tub		2	2	1	59 \$	23.22 \$
	Install WTP board		2	1	1	59 \$	23.22 \$
	Tape and mud		2	5	1	59 \$	23.22 \$
	Set tile		2	10	1	59 \$	23.22 \$
	Rebuild and set wall		2	5	1	59 \$	23.22 \$
	Clean up		2	1	1	59 \$	23.22 \$
	Plumber to remove and reset fixtures		2	2	1.00	59 \$	23.22 \$
			2	3	1	59 \$	23.22 \$
	Electrical allowance		1	1	1	59 \$	23.22 \$
	Sealant around tubs		1	1	15	59 \$	23.22 \$
	Foreman Cost Dist		1	1	1	0.12 \$	109,228.18 \$
	Sub Total						120,150.99 \$
	Down Time					1.1	120,150.99 \$

OBH GM 349

[illegible]

OBH GM 350[illegible]

OBH GM 351

[illegible]

OBH GM 352

[illegible]

OBH GM 353

[illegible]

OBH GM 354

[illegible]

ROA_04252

OBH GM 355

[illegible]

OBH GM 356

[illegible]

Bill Brabson <billbrabsonclassic@gmail.com>

4/30/14

to Gary

Gary,

Per our discussion, do not have a certified fiberglass inswing door with a DP 50 that meets structural, water, and air testing. For a 3-0 x 6-8 six panel unit composite 4 9/16" frame, STD and dead bolt bore, DP-50 structural only, with hardware, use \$395.00 each plus tax. Will send outswing \$ shortly

Bill Brabson <billbrabsonclassic@gmail.com>

4/30/14

to Gary

Will have documentation tomorrow if needed, but the inswing will meet a DP-45 for structural and water, and the outswing will meet a DP-65 for structural and water. Price for the outswing, same specs, is \$ 425.00 plus tax

Bill Brabson <billbrabsonclassic@gmail.com> 10/23/13

to Brian

A.	3-0x6-0 impact.	\$457 ea
A.	3-0 x 6-0 IG.	\$195 ea
B.	3-0 x 6-0 twin impact.	\$921 ea
B.	3-0 x 6-0 twin IG.	\$390 ea
C.	2-0 x 4-0 impact.	\$245 ea
C.	2-0 x 4-0 IG.	\$140 ea

Bill Brabson <billbrabsonclassic@gmail.com> 10/24/13

to Brian

Doors:

A.	Entry door, rated.....	\$405 ea
D.	3-0 x 6-8 impact door w/ transom.....	\$1295 ea
F.	6-0 x6-8 bihinge impact door.....	\$1740 ea
G.	3-0 x 6-8 impact".....	\$ 825 ea

OBH GM 357

ROA_04254

	Price	Quan	Total
	\$ 457.00	103	\$ 47,071.00
	\$ 457.00	0	\$ -
	\$ 921.00	0	\$ -
	\$ 921.00	207	\$ 190,647.00
	\$ 245.00	5	\$ 1,225.00
	\$ 245.00	0	\$ -
			\$ -
			\$ -
	\$ 1,295.00		\$ -
	\$ 1,740.00		\$ -
	\$ 825.00		\$ -
	\$ 405.00		\$ -
			\$ -
	\$ 425.00	59	\$ 25,075.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ 264,018.00

Subcontractor Breakdown Section		
	Name	
1	Moss DP-50	No. 1
	Work Item(s)	
	Amount(s)	
	\$ 264,018.00	
	Shop Drwgs	
	\$ 3,500.00	
	Calc's	
	\$ 7,500.00	
	\$ 275,018.00	
2		
	Work Item(s)	
	Amount(s)	
	\$ -	
	\$ -	
	\$ -	
	\$ -	

Subcontractor Summaries						
Subcontractor Name	Sub #	Amount	Tax	Including Tax	Markup	Extended Amt.
Moss DP-50	1	\$ 275,018.00	0.0725	\$ 19,938.81	1.2	\$ 349,960.41
	2	\$	0.0000	\$	1.15	\$
Roofing	3	\$ 284,880.00	0.0000	\$	1.15	\$ 327,612.00
	4	\$	0.0725	\$	1.15	\$
	5	\$	0.0725	\$	1.15	\$
	6	\$	0.0725	\$	1.15	\$
	7	\$	0.0725	\$	1.15	\$
	8	\$	0.0725	\$	1.15	\$
	9	\$	0.0725	\$	1.15	\$
	10	\$	-0.0725	\$	1.15	\$
	w/o Mark-up	\$ 559,898.00			Total Subs w/Mark-up	\$ 677,572.41



Rimkus Consulting Group, Inc.
1525 Sam Rittenberg Blvd., Suite 205
Charleston, SC 29407
(843) 766-8755 Telephone
(843) 763-1495 Facsimile
Certificate of Authorization No. 3425

THE ORIGINAL OF THIS REPORT, SIGNED AND SEALED BY THE PROFESSIONAL WHOSE NAME APPEARS ON THIS PAGE, IS RETAINED IN THE FILES OF RIMKUS CONSULTING GROUP, INC.

Report of Findings

CONSTRUCTION DEFECT - TCR NC 1

Cause No: 2012-CP-10-7594

Style: One Belle Hall Property Owners Association Inc.

Brandy Ramey vs. TCR NC 1

RCG File No: 44200935

Prepared For:

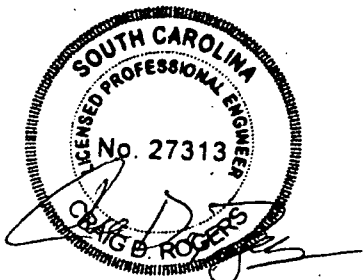
WOMBLE, CARLYLE, SANDRIDGE & RICE
5 EXCHANGE STREET
POST OFFICE BOX 999
CHARLESTON, SOUTH CAROLINA 29402

Attention:

MR. CORDES FORD

Craig D. Rogers, P.E.
Engineering Number 27313
Senior Property Division Manager

Amor Camatcho
Eastern Region Division Manager



10/1/2014

September 30, 2014 - R1



Rimkus 00001

ROA_04258

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September 30, 2014 – R1

Section I INTRODUCTION

Representatives of the owners of the buildings comprising One Belle Hall Condominiums reported that there were construction, design, and/or performance deficiencies within the condominium development. The buildings of the subject development were located at 1900 Belle Isle Avenue, 2000 Belle Isle Avenue, 2100 Belle Isle Avenue, and 2200 Belle Isle Avenue in Mt. Pleasant, South Carolina.

Rimkus Consulting Group, Inc. was retained to evaluate the alleged construction, design and/or performance deficiencies.

This report was prepared for the exclusive use of Womble, Carlyle, Sandridge & Rice, and was not intended for any other purpose. Our report was based on the information available to us at this time, as described in the **Basis of Report**. Should additional information become available, we reserve the right to determine the impact, if any, the new information may have on our opinions and conclusions, and to revise our opinions and conclusions if necessary and warranted.

Section II

CONCLUSIONS

1. Alleged defects listed within the Whitlock Dalrymple Poston & Associated, Inc. (WDP) Preliminary Report (June 27, 2014) and WDP letter (July 8, 2013) are addressed within the **Analysis** section of this report. All alleged defects are provided with separate responses and recommended repairs, if appropriate.
2. The identified conditions in the buildings may be repaired with like kind materials, as permitted by Chapter 34 Existing Structures of the 2012 International Building Code.

Section III

DISCUSSION

General

The One Belle Hall Condominiums consisted of four buildings that were constructed as three-story, residential buildings (**Photographs 1 -5**). The buildings were wood-framed and supported by at-grade concrete slabs. The exterior walls were clad with fiber-cement siding, brick masonry veneer, and cementitious stucco. The roofs were covered with asphalt composition shingles. For discussion within this report, Belle Point Drive was referenced to have an east-west alignment. Published data on the Charleston County Tax Assessor website indicated that the buildings were constructed in 2006. Design plans prepared by Cline Design Associates, P.A. (Cline Design), were published on October 21, 2005; the civil engineer and landscape plans were prepared by Seamon, Whiteside & Associates; and the structural plans were prepared by Stewart Engineering. The general contractor was TCR NC 1. The 2003 International Building Code was in effect between January 1, 2005 and July 1, 2008.

Table 1: Building Number, Address, Use and Occupancy Type

Building #	Address	Building Use and Occupancy Type
1	2200 Belle Isle Avenue	Multi-Family Residential
2	2100 Belle Isle Avenue	Multi-Family Residential
3	2000 Belle Isle Avenue	Multi-Family Residential
4	1900 Belle Isle Avenue	Multi-Family Residential

Inspections

Rimkus Consulting Group, Inc. (Rimkus) conducted a non-destructive inspection of the buildings on August 4, 2014; conducted destructive inspections of the buildings on

August 14 and 15, 2014; and attended destructive inspections of the buildings on August 26 and 27. The inspections included examination of roofing, wall claddings, windows, doors, structural, electrical, and mechanical components. Alleged defects regarding electrical and/or mechanical components were addressed by Rimkus Consulting Group, Inc. in separate reports.

Analysis

The identified deficient conditions in the buildings may be repaired in accordance with like-kind materials in accordance with the 2012 International Building Code (IBC). The requirements for repairs to existing buildings are covered under Chapter 34 of the code. Section 3401.4.1 of the code states that like materials already in use in a building shall be permitted to remain in use unless determined by the *building official* to be unsafe. The permissibility of like-kind is further reinforced in Section 3401.4.2, which states, "Like materials shall be permitted for repairs and alterations; provided no hazard to life, health or property is created." Furthermore, Section 3405.1 of the code states, "Work on non-damaged components that is necessary for the required *repair* of damaged components shall be considered part of the *repair* and shall not be subject to the requirements for *alterations*..." Therefore, the repairs that may be required to claddings, components, windows, etc. would not be required to be upgraded to meet more stringent code requirements for new construction.

The discussion section of the WDP report intermingled direct, object observations with opinions as to the source of damage noted during observations. Within the context of this report, Rimkus Consulting Group, Inc. attempted to include and/or summarize the opinions for WDP for clarity. The sections and allegation numbers reflect the section and subsection numbers of the various observations/opinions listed within the WDP report. The following responses were based upon the visible existing conditions at the time of inspection and the documentation by others provided during the destructive examination that occurred.

Exterior Stucco

Allegation 3.1.1.1.1 & 3.1.1.1.2:

"Widespread... ..termite infestation... ..below windows and/or control joints were found in stucco areas..." "Structural damage to sheathing and structural framing above windows in stucco areas, including termite infestation and damage."

Response: Rimkus Consulting Group, Inc. concurs that termites were identified at the subject site. However, the WDP report fails to cite a specific construction defect that caused the termite damage. Based upon direct observations during the Rimkus inspections and review of the documentation/photographs by others, the primary moisture source for the termites was moisture intrusion associated with deteriorated sealant joints at the windows, as discussed in response to Allegations 3.1.1.1.5 & 3.1.1.1.6 below.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.1.1.1.5 & 3.1.1.1.6:

"Vertical control joints were continuous behind foam trim. Because the trim sections spanned across the control joints and were bonded to each side, differential movement caused cracking of the trim and plaster allowing water penetration into the walls at the window jambs." "There was little to no drainage space for water that leaked into these areas [behind foam trim] and no provisions for drainage [weepers]."

Response:

The installation of the decorative banding on the stucco finish was in accordance with the design/construction drawings. Specifically, the elevations views of the buildings on the design/construction drawings (e.g. 01/A2.30) did not indicate that a control joint was to be installed through the polystyrene banding detail. The as-built condition did not constitute a construction defect.

It was noted that during the WDP destructive examinations, that deterioration of the oriented strand board (OSB) sheathing extended well above the suspect detail. As depicted in WDP photographs 27 through 30, the moisture damage to the OSB sheathing extended downward from the second floor window and continued through the suspect band detail. This indicated that the primary source of the moisture originated at or near the window (Photograph 6).

During the course of the examinations, the condition of the sealant joints of more than 40 windows with full exposure (no porch protection) was examined. At all windows, separations were visible between the sealant and the stucco (adhesive failure), at the sealant and the window (adhesive failure), and within the sealant itself (cohesive failure) due to prolonged exposure to weathering conditions (approximately eight years) (Photograph 7 & 8). The sealant material at the stucco-window interface was a polyurethane sealant that was approved by the Cline Design during the submittal process.

The observation that wide-spread deterioration of the polyurethane sealant had occurred was consistent with published

research from Dow Corning, which indicated that polyurethane sealed joints commonly deteriorated due to weathering exposure after 5 to 10 years. The separations at the sealant joints permitted rainwater to infiltrate behind the stucco cladding. There was no evidence of maintenance and/or replacement of the sealant. In contrast, approximately 20 sealant joints were examined within protected areas (below porches), and no adhesive/cohesive failures were observed.

The moisture damage below the windows was attributable to separations in the caulk and the inadequate maintenance of the separations. As indicated in "Caulking" subsection (Section 5, page 13) of the *One Belle Hall Homeowner's Manual and Warranty Book*, the exterior caulking required routine maintenance, "or wood rot could be expected." The WDP report did not provide any evidence that the caulk deterioration and separations were the result of construction defects.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.1.1.1.7: "Water penetration has been occurring into the arches/bulkheads below openings and balconies. The leakage has caused damage to framing and sheathing, and corrosion of fasteners and lath. The sources of the water intrusion are through cracks and poorly waterproofed columns to decks at balconies."

Response: Rimkus Consulting Group, Inc. concurs with this allegation. Destructive examination at the stucco balconies revealed ineffective waterproofing installation at some locations. The

observations indicated that the waterproofing was generally installed in accordance with the design/construction documents. However, small gaps or un-adhered areas permitted rainwater below the slab to migrate to the wood structural components (**Photograph 9 & 10**). The condition was exacerbated by the installation of the stucco at the arches/headers without a weepable stucco casing as detailed in 02/A5.16 of the design drawings.

Repairs:

There were repairs warranted as a result of construction defects with regard to this allegation. The improperly installed waterproofing shall require replacement, as will any structural components or finish materials that were damaged as a result of the leaks.

During the Rimkus Consulting Group, Inc. inspection, approximately 33 percent (one of the three examined location) of the balconies were observed be leaking. Therefore, it was determined that approximately 33 percent of the corners of the second and third floor balconies shall require a repair.

Allegation 3.1.1.2:

"A total of seven (7) stucco pull-off tests were conducted... These results represent a high probability of failure of the stucco cladding in a design wind event. Typical design standards and Building Codes for structural systems of buildings are typically calibrated to probabilities of failure on the order of 1/10,000 for strength and 1/100 for serviceability (deflection limits). The Glazing industry uses a probability of glass breakage during a design storm of 8/1,000. In comparison to the high failure probabilities of the stucco cladding (1:7 and 1:9) it is evident the

stucco cladding at One Belle Hall is not sufficiently attached to the framing and as the fasteners continue to corrode, and the framing and sheathing deteriorate, the probability of stucco failure will increase."

Response: The WDP report failed to cite any building code or standard of care that was violated. The pull-off test performed by WDP found that all test locations exceeded the wind pressure design requirements of the 2003 IBC. The WDP report attempted to apply an un-named glazing industry probability analysis standard to the stucco cladding (a non-glazing product).

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Exterior Brick Masonry

Allegation 3.1.2.3: "Brick masonry lintels extended approximately 6 to 8 inches beyond the jambs with metal drips along the outboard edge of the steel lintels. The ends of the flashing terminated flat without an end-dam."

Response: The design/construction documents did not require end dams. There was no construction defect.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.1.2.4: "Head joints (vertical joints between brick) were poorly filled, averaging approximately 50% solid."

Response: Poorly filled head joints may result in excessive water infiltration in the brick masonry veneer. There was no evidence that excessive water infiltration or any resulting damage had occurred.

Repairs: There were no repairs warranted as a result of this allegation.

Allegation 3.1.2.5: "The air and moisture barrier was Tyvek Stucco Wrap and was installed incomplete, torn, and not sealed at laps. The Project Specifications, Section 4200-3.05A required #15 asphalt impregnated felt. No felt had been installed."

Response: There was no requirement for water-resistive barrier (WRB) to be sealed within the project plans or specifications, or the 2003 IBC. In addition, there was no evidence to indicate that an alleged slit (cut) on the water-resistive barrier (WRB) was a recurrent and wide-spread construction practice with regard to the subject buildings. There was no evidence that the identified slit resulted in damage to the building.

Repairs: There were no repairs warranted as a result of this allegation.

Allegation 3.1.2.6: "The masonry flashing was reverse lapped over top of the air and moisture barrier and was attached with common un-galvanized nails bent over the top edge of the flashing. Mortar droppings were also present behind the flashing, pushing the flashing away from the air and moisture barrier."

Response: The self-adhered flashing was placed atop the WRB so as not to create an additional, un-needed opening in the WRB. There was

no evidence that this as-built construction condition failed to adequately perform.

Repairs: There were no repairs warranted as a result of this allegation.

Allegation 3.1.2.7: "The wall ties were double eye and pintle type ties, made similar to Dur-a-Wal's [sic] DA 213 [HD-213] with seismic joint reinforcing included. This brand and type of wall tie was not what was specified. Hohmann and Barnard DW10X [sic] with seismic clips were required by the plans and specifications."

Response: The DW-10-X anchor noted by WDP was intended for installations where an exterior insulation board was present. The Project Manual specifications did not require the use of DW-10-X. Up to 24 feet above the floor level, Section 04200-2.05.A of the specifications permitted the use of CWT corrugated anchors by Hohmann and Barnard or approved equal. Above 24 feet, the specifications required DW-10HS by Hohmann and Barnard or approved equal. There was no evidence to indicate that the substituted wall ties were not approved for use, or did not comply with code requirements (**Photographs 11 & 12**).

Repairs: There were no repairs warranted as a result of this allegation.

Allegation 3.1.2.8 & 3.1.2.9:

"Many (brick tie) fasteners missed the stud framing and were attached to the OSB wall sheathing only." "Seismic reinforcement was missing or spaced excessively, and there were areas missing ties. At the lintels, the ties had been bent and were not engaged into the masonry."

Response: Section 1405.5 of the 2003 IBC requires that the spacing of masonry veneer anchorage and reinforcement comply with ACI 530. Section 6.2.2.5.6.1 of ACI 530 requires two piece anchor spacing not to exceed one anchor for each 2.67 square feet (ft²). Section 6.2.2.5.6.3 of ACI 530 requires anchor spacing not exceed 32 inches horizontally and 18 inches vertically.

Destructive examination by Rimkus on the north end of Building 1 revealed that the lateral (horizontal) spacing of the brick ties was 32 inches and the vertical spacing was 16 inches, with lateral reinforcement present. However, at the three ties that were examined, the fasteners were not located at studs, and were only fastened to the OSB wall sheathing (**Photographs 11 & 12**), a condition also observed by WDP. This constituted a construction defect.

Repairs: The brick masonry veneer required re-fastening with supplemental anchors or removal and re-installation.

Allegation 3.1.2.10: "The rowlock sills beneath windows were not flashed or weeped."

Response: As depicted in design/construction document detail 03/A5.12, no through-wall flashing and weeps were required at the rowlock sills beneath the windows. The as-built condition complied with the design/construction documents and was not a construction defect.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.1.2.11: "Corrosion of nails through window nailing fins for securing the windows was observed to be severe."

Response: The WDP report photographs revealed that approximately 14 window fasteners were exposed during the course of their destructive examinations. Two of the 14 fasteners were depicted as having corrosion of the nail head. There was no evidence by WDP that the condition was a result of a construction defect.

Repairs: The discovery of two corroded nail heads did not directly warrant corrective action. However, if during the course of repairs to the brick masonry veneer, corroded nails are revealed, Rimkus recommends placing an additional galvanized fastener near the original, corroded fastener.

Allegation 3.1.2.12: "Perimeter sealant joints between the brick veneer and the windows were caulked without use of backer rods as required in the plans and specifications."

Response: The Project Manual specifications did not require the use of a backer rod at all joint locations. While a backer rod was commonly depicted on the construction drawings, typical silicone acrylic latex sealants that were approved for use on the project, such as Dow Corning 795, do not require the use of a backer rod in all locations. The WDP report was inaccurate, and did not support the allegation that the omission of a backer rod was a construction defect. (Photograph 13)

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.1.2.13: "The veneer was flashed at grade in-line with the interior concrete floor slab. The flashing at or just below grade in most locations."

Response: The WDP report failed to provide any specific section of the 2003 IBC that was violated by the alleged as-built condition. Furthermore, the WDP report failed to acknowledge that the finished grade (and mulch) height, approximately 8 years after the completion of the buildings, would have been affected by the natural vegetative growth conditions, and applications of annual mulch.

It was worth noting that the fill grades between the concrete flat work (sidewalks & drives) and the foundation were dictated by the civil plans prepared by Seamon, Whiteside and Associates (Bates CD001069). The plan indicated the elevation offset between the finished concrete foundation and the concrete pathways at the door to be typically 0.15 feet (1.8 inches). The elevation difference between the nearby sidewalks, such as Building 4, was commonly 0.6 feet (7.2 inches). Furthermore, site inspections documented by Cline Design Associates, P.A. (Bates CD000846) indicated that Cline was aware of the landscaping conditions at the time, and no exception was noted. As a result, the condition was not attributable to a construction defect.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.1.2.14: "The veneer extended below grade and up to the roof soffits in some locations. The height of the veneer above the foundations was in excess of 30 ft."

Response: The height of the brick veneer was dictated by the construction plans. The height of the brick veneer did not constitute a construction defect.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Fiber Cement Board Siding

Fiber cement board siding allegations by WDP were presented in paragraph form, and un-numbered. The designated sub-headings below were based upon the order in which they were presented within the WDP report, and were provided a number to distinguish from the WDP designated sub-headings.

Allegation 3.1.3.a: "The planks were blind nailed (nails were installed near the top of each plank and lapped by the plank above) as required by Coastal Lumber & Framing's subcontract. Blind nailing of HardiePlank in coastal South Carolina fails to comply with the manufacturer's recommendation to face nail siding (install the nail through the siding overlap) in high wind areas."

Response: Part 3.1.B of the Project Manual specifications (Bates CD000118) required that the siding be installed in accordance with the manufacturer's installation instructions. The manufacturer's latest published installation instructions at the time of construction, December 2005, did not require the siding be face nailed in high wind areas.

Repairs: There were no installation defects as they related to this allegation.

Allegation 3.1.3.b: "The siding nails typically were overdriven... Improperly driven nails reduce the wind load resistance of the siding installation and violate the manufacturer's installation instructions."

Response: Destructive investigations revealed that the fasteners were typically over-driven approximately 1/8 inch into the siding product; and a second, properly driven, fastener was not installed

adjacent to the over-driven fastener (**Photographs 14 & 15**). This was a violation of the manufacturer's installation instructions, and constituted a construction defect.

Repairs: The siding may be face-nailed with additional fasteners, and the new nail heads may be re-touched with matching paint.

Allegation 3.1.3.c: "The manufacturer also required a minimum of 6" of clearance between the bottom edge of the lowest plank and the surrounding grade. ...this clearance was not provided. The Contract/Construction Documents also required similar clearances between the bottom of the siding and the grade."

Response: The December 2005 Hardiplank installation requirements stated, "Install siding and trim products in compliance with local building code requirements for the clearance between the bottom edge of the siding and the adjacent finished grade." The 2003 IBC sections regarding the installation of fiber cement siding included 1405.15 and 1405.17.2. These sections did not provide a minimum clearance. The WDP report failed to provide any specific construction document section that was violated by the as-built condition. There was no evidence provided of a construction defect associated with this allegation.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.1.3.d: "The air barrier behind the siding was not sealed at laps as required by the Code and the manufacturer's instructions. Also,

butt joints between siding planks were not flashed as required by the manufacturer and Code.”

Response: The WDP report failed to cite any building code section that required the WRB to be sealed at lap joints. The published manufacturer requirements at the time of construction recommended, but did not require lap joints be taped. There was no evidence that the failure to tape the overlap caused any performance deficiency. The WRB was installed in compliance with Section 1404.2 of the 2003 IBC. There was no construction defect associated with this allegation.

Section 1405.17.2 of the 2003 IBC permitted the installation of caulk at the butt joints of the fiber cement siding. Flashing was not required. There was no construction defect associated with this allegation.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Windows and Doors

Window and door allegations by WDP were presented in paragraph form, and un-numbered. The designated sub-headings below were based upon the order in which they were presented within the WDP report, and were provided a number to distinguish from the WDP designated sub-headings

Allegation 3.2.1.a: “For the testing of windows after installation, Section 5.3.2 of AAMA 502-11, titled, “Voluntary Specification for Field Testing of Newly Installed Fenestration Products...” “All windows were first

tested with no pressure differential. Of the fourteen windows tested, every window failed the test during the zero pressure differential testing cycle."

Response: The cited basis for the WDP evaluation, AAMA 502-11, was a voluntary specification explicitly intended for the field testing of newly installed windows. AAMA 502-11 states that it was intended for evaluating fenestration that had been installed for six months or less. The subject windows had been installed for approximately eight years. Inspection of the windows revealed clear evidence of long-term damage/distortion to the window seal system consistent with normal operation of the windows **(Photographs 16 & 17)**. There was no construction defect associated with this allegation.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.2.2: "The optional sill dam test (AAMA 511 "Voluntary Guideline for Forensic Water Penetration Testing of Fenestration Products") test was performed to some but not all of the window units tested via ASTM E1105. The purpose of the sill dam test was to determine if the window end dams/seals at corners were contributing to the observed leakage." "Of the eight sill dam tests, all eight windows failed. Water was observed migrating through the horizontal and vertical joints that comprised the back dams at the window. Leakage from these areas manifested at the window stools..."

Response: Rimkus Consulting Group, Inc. performed similar testing on 17 windows at randomly selected locations within the One Belle Hall Condominiums, with similar results. Nearly all of the windows exhibited varying degrees of leaks at the rear sill (**Photograph 18**). Removal of the snap-in, rear sill edge revealed that the construction included an adhesive/bonding agent to secure the sill edge to the window sill frame. The adhesive was not continuous to the corners of the sill edge, and did not seal the sill edge to the window frame rails (**Photograph 19**). This was the reason that the leak occurred during the sill dam testing. The incomplete adhesive was a result of the manufacturing process.

Repairs: The condition may be corrected by field repairs to the window rear sill edge; any resulting damage may be repaired.

Allegation 3.2.3.a: At a stucco test cut, "The Tyvek was properly shingle lapped with the head flashing, but it was not sealed at the sliced diagonal locations the top left and right corners which allows water to penetrate to the sheathing and behind the head flashing."

Response: Based upon the number of inspections performed by WDP and Rimkus, this single, identified condition appeared to be isolated, and was not a repetitive condition.

Repairs: There were no repairs warranted as a result of the condition.

Allegation 3.2.3.b: "Severe corrosion and moisture intrusion was evident particularly at the sill and jamb corners where water penetration of the stucco and the failed window end-dams permitted water intrusion to these areas."

Response: These areas of reported fastener corrosion were located in areas where the eight-year-old polyurethane sealant had weathered and cracked. This was most evident at the sill locations, where the greatest corrosion was apparent. These observations by WDP were attributable to adhesive/cohesive failures and inadequate maintenance of the sealant joint, as previously discussed. The WDP observations did not provide any evidence of a construction defect.

Repairs: There were no repairs warranted as a result of construction defects associated with this allegation.

Allegation 3.2.4: "Air infiltration testing was performed in accordance with ASTM E 783"Standard Test method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors" to test the single hung windows and hinged doors." The results of the air infiltration testing are shown in Table 8. None of the windows or in swinging hinged doors performed to the code specified performance levels. The project specifications required air infiltration testing of windows to comply with AAMA 101. The 2003 International Energy Conservation Code required windows and doors to meet the requirements shown in Figure 22 [not shown in the excerpt]..."

Response: The South Carolina Energy Standards were the state-mandated governing code at the time of this construction, and implemented under the authority of the state legislature. Until July 1, 2009, the South Carolina Energy Standard enforced by legislative mandate the Energy Conservation provisions of the Standard Building

Code. The 2003 International Energy Code was not in effect at the time the buildings were constructed. There was no evidence provided by the WDP report to indicate that the conditions of the windows constituted a construction defect as it related to this allegation.

Furthermore, the WDP testing of the 8-year old windows was based upon ASTM E783, which was not part of the 2003 IEC requirements. The 2003 IEC required that the installed window and door assemblies comply with ASTM E283. While the 2003 IEC was not mandated by the State Legislature at the time the buildings were constructed, there was no evidence provided by WDP that the components did not comply with ASTM E283 at the time they were installed. There were numerous areas of compressed/worn gasket materials that were apparent on the doors and windows of the units, consistent with long-term wear of the components.

Repairs: There were no repairs warranted as they related to this allegation.

Roof/Wall Water Spray Testing

Allegation 3.3.1: "A test cut was performed at the control joints with in the spray area. The sheathing was found to be wet and damaged and the fasteners and stucco lath were heavily corroded. The control joints were typical vinyl joints that contained shrinkage separation cracks along their interfaces with the stucco." "Inadequate resistance to water penetration of the stucco control joint accessories and the inability of the Tyvek stucco wrap to prevent

water penetration to the sheathing were the causes of the damage."

Response: The WDP report did not provide any evidence or opinions that the installation failed to comply with the design/construction documents and/or manufacturer installation instructions. The above stated observations related to performance of the designed/approved stucco installation and joint condition. There was no evidence that there was a construction defect associated with the above allegation.

Repairs: There were no repairs warranted as they related to alleged construction defects associated with this allegation.

Allegation 3.3.2: "Testing was located directly below the saturation test, with water directed at a lap between the roof-to-wall flashing... the flashing lap at this location had a failed sealant joint and was inadequately lapped to prevent leakage."

Response: During inspections, three randomly chosen headwall flashings at the upper slope of the first level roofs (over the garages) were inspected. All of the overlaps exceeded the National Roofing Contractors Association (NRCA) recommended minimum overlap of 2 inches (2013, Detail ASPH-11) (**Photographs 20 & 21**). The documented "short" overlap by WDP constituted a construction defect, but was not a typical condition.

Repairs: The base flashing at the garage roofs shall be inspected to verify overlap conditions meet or exceed 2 inches. Any overlaps that

do not meet the 2 inch minimum shall be repaired, along with any resulting damage to the garage ceilings and/or roof sheathing.

Allegation 3.4.1: "With respect to the lower (garage) roofs, the ventilation was improperly designed, as these roofs had no ventilation at least 3 feet above the eave as required by Section 1203.2 [2003 IBC] and its exception."

Response: The allegation related to a design defect. There was no construction defect associated with it.

Repairs: There were no repairs warranted as a result of construction defects with regard to this allegation.

Allegation 3.4.2: "The underlayment used at the buildings at One Belle Hall consisted of No. 15 felt. The roof shingle manufacturer's (Tamko's) installation instructions required the underlayment be lapped a minimum of 2" for roof slopes of 4:12 and greater. The Code and Project Specifications contained identical underlayment lapping requirements." "Measurements of underlayment laps throughout Building 1900 indicated underlayment laps ranged from 1-1/8" to 1-3/4" and were thus not in conformance with the manufacturer's instructions or the Code." "At an isolated location in Building 2000, the underlayment was completely missing from the south elevation of the northern most gable. An area of at least 22 square feet was identified with missing underlayment."

"The absence of underlayment in an isolated area of Building 2000 and insufficient laps of underlayment throughout Building

1900 do not comply with industry standards, Tamko's installation requirements, the Specifications, or the Code."

Response: Subsequent inspections by Rimkus Consulting Group, Inc. did not reveal conditions reflective of those reported by WDP (Photograph 22). While the WDP inspection did reveal isolated areas where the overlap did not comply with the underlayment manufacturer installation instructions, there was no evidence of resulting damage from these conditions.

Likewise, the alleged isolated area of 22 square feet appeared to be an anomaly. As there was no evidence that the overlap condition adversely affected the performance of the roof system, replacement of the roof underlayment cannot be recommended.

Repairs: There were no repairs warranted as a result of the alleged defects.

Allegation 3.4.3: "Observations and measurements taken from the March 2013 site visit revealed the installation of the valleys at Buildings 1900 and 2000 did not comply with the manufacturer's instructions or the Building Code. Specific variations included:

1. Shingles installed in a "woven valley" pattern
2. Fasteners installed within 6" of the centerline
3. Shingles did not extend 12" onto the surface of the adjoining roof"

Response: Rimkus concurs that the shingles were installed in a woven valley fashion. The WDP report was incorrect in its statement that the 2003 IBC only permitted open valleys and "closed cut valleys."

Section 1507.2.9.2 of the 2003 IBC permits the use of "closed valleys," which the section then defines as "valleys covered with shingles." The woven valley installation was a closed valley construction. Furthermore, the NRCA warning regarding the use of woven valleys pertains to roofs that are subject to debris accumulation or snow/ice accumulations, and were not applicable to these buildings.

During the Rimkus destructive examinations, there was no evidence discovered that the installation of nails within the valleys of the roofs was a recurrent, common condition. The nails nearest to the valley centerline were found to be 5 inches during the destructive examination. There was no evidence to indicate that the as-constructed installation had resulted in leaks in the roof system (**Photograph 23**).

Repairs: There were *no* repairs warranted as a result of the allegations.

Allegation 3.4.4: "The Project Specifications defaulted to the manufacturer's printed instructions for the installation of the asphalt shingles. Based on a review of the printed instructions and observations from the January and March 2013 site visits, the following installation deficiencies were noted:

1. Improper nail set
2. Improper nail location
3. Improper shingle offset pattern
4. Insufficient number of nails in some shingles"

Response: During the course of examination, Rimkus Consulting Group, Inc. examined 3 test squares (100 square feet each) for nail

conditions. It was found that on average, there were 13 nails per test square that were over-driven to the point that the nails tore the underlying glass fiber mat. That indicated that the over-driven nails occurred at a rate of less than 3 percent. Similarly, missing nails were observed to have an occurrence rate of less than 1 percent. This was not sufficient to warrant the removal of the roofing system (Photograph 24).

The March 2005 TAMKO shingle application instructions permitted the 6-inch offset method utilized at the subject buildings. The rack installation method utilized was not prohibited in the installation instructions. At the lower roof slopes over the garage, there were areas where the combination of the rack installation method and the gutter discharge resulted in moisture damage. At these locations, the roofing may be selectively replaced.

Repairs: Areas in the garage roofing where leaks occurred shall require replacement.

Flatwork and Grading

Allegation 3.5.1: "Spray nozzle tests were conducted at two locations; Unit 306 of Building 2000 and Unit 301 of building 2100." "During both test at the balcony of Unit 306, water infiltration was observed through a test opening in the balcony soffit of Unit206..."

Response: This allegation is repetitive of the conditions discussed within Allegation 3.1.1.1.7. As previously stated, destructive examination at the stucco balconies revealed in-effective waterproofing

installation at some locations. The observations indicated that the waterproofing was generally installed in accordance with the design/construction documents. However, small gaps or un-adhered areas permitted rainwater below the slab to migrate to the wood structural components. As previously noted, the condition was exacerbated by the absence of a weepable stucco casing as required by detail 02/A5.16 of the construction plans.

Repairs: There were repairs warranted as a result of construction defects with regard to this allegation. The improperly installed waterproofing shall require replacement, as will any deck sheathing, wall sheathing, or finish materials that were damaged as a result of the leaks.

During the Rimkus Consulting Group, Inc. inspection, approximately 33 percent (one of the three examined location) of the balconies were observed be leaking. Therefore, it was determined that approximately 33 percent of the corners of the second and third floor balconies shall require a repair.

Allegation 3.5.3: "Due to the cracking, leakage, damage, and inadequately waterproofed areas, replacement of the concrete stairways and balconies is required."

Response: Rimkus concurs that spot repairs to the underlying waterproofing and any resulting damage associated with leaks was required. The cracking of the concrete was primarily the result drying shrinkage, caused by the loss of water not consumed during the cement hydration process. This condition would have naturally occurred shortly after the construction of the porch slabs, and

would have been a patent condition upon completion of the project. There was no evidence provided by WDP that the condition was the result of deficient construction operations.

At some isolated areas, larger cracks/spalls had occurred, and were not directly attributable as patent condition present before completion of the buildings. These spalls constituted a performance deficiency.

Repairs: There were repairs warranted to spalled concrete cracks in the porch slabs. Cracks in excess of 3/16 inches may be repaired by epoxy grout injections.

Allegation 3.6 & 3.6.1:

"The grades surrounding the buildings at One Belle Hall were designed to be 6" below the tops of the interior floor slabs." "The stucco cladding was to extend below the slabs by 2" and have clearance from the ground of approximately 4". This was not provided." "The reason for the high grade is not known with certainty. Either the slabs were cast below the specified elevations or the grade was filled too high surrounding the buildings."

Response: The WDP report failed to provide any specific section of the 2003 IBC that was violated by the as-built condition. Furthermore, the WDP report failed to acknowledge that the finished grade (and mulch) height, approximately eight years after the completion of the buildings, would have been affected by the natural vegetative growth conditions, and applications of annual mulch. The WDP

report did acknowledge that WDP had no conclusive evidence as to the cause of the condition.

It was worth noting that the fill grades between the concrete flat work (sidewalks & drives) and the foundation were dictated by the civil plans (Bates CD001069). The plan indicated the elevation offset between the finished concrete foundation and the concrete pathways at the door to be typically 0.15 feet (1.8 inches). The elevation difference between the nearby sidewalks, such as Building 4, was commonly 0.6 feet (7.2 inches). Furthermore, site inspections documented by Cline Design Associates, P.A. (Bates CD000846) indicated that Cline was aware of the landscaping conditions at the time, and no exception was noted (Photographs 25, 26, & 27).

There was no evidence to indicate that the alleged defect was the result of deficient construction practices.

Repairs:

While there was no evidence that the condition was the result of deficient work by TCR NC 1, the condition may be corrected by adjusting the adjacent grade and/or mulch conditions near the building.

Miscellaneous

Allegation 3.7:

"Cracking of these [kitchen] tile floor coverings was reported by homeowners..." "The as-built construction was not in conformance with the Construction Documents, Industry Standards or the manufacturer's recommendations... The causes of the cracking are due inadequate control of differential movement and deflection of the floor system."

Response: It was determined that the root cause of the tile cracking was insufficient stiffness within the underlying floor sheathing. Specifically, the use of a single layer of 23/32 OSB T&G Sturd-I-Floor with a poured gypsum underlayment did not give the recommended performance level as published by the Tile Council of North America. Based upon the submittal information provided by TCR NC 1, truss drawings by Trussway, Inc. (subcontractor to TCR NC 1) were approved by the structural engineer of record (Stewart Engineering, Inc.) for use in the subject; and the use of 23/32 inch T&G OSB floor sheathing was listed in General Notes on sheet S001 of the structural drawings. Thus, the installed condition of the floor system (23/32 OSB sheathing on floor joists spaced at 24 inches on-center) was in compliance with design approvals. Based upon the information as stated above, it was determined that the as-built condition was in compliance with the design/construction documents, and thus was not considered a construction defect.

Repairs: There were no repairs attributable to construction defects associated with this allegation.

Allegation 3.8.d: "Un-level bath-tubs leading to water draining onto floors or ponding on the back rails"

Response: During the course of inspections, Rimkus was advised by representatives of One Belle Hall Property Owners Association of one bathtub unit (Building 1900, Unit 201) that was retaining water along the rear edge. Rimkus confirmed the deficient condition, but destructive examination would be required to

determine if the condition was the result of improper installation of the tub or improper manufacturing of the tub. Other tubs were checked during the course of inspections, but the condition was not noted elsewhere.

Repairs: The deficient condition shall require correction. It is anticipated that the tub may be removed and re-set, with the rear corner fastened at the proper level to insure drainage.

Section IV BASIS OF REPORT

1. The subject property was inspected by Craig D. Rogers, P.E. on August 4, 26, and 27, 2014; by Craig D. Rogers, P.E., Mr. Amor Camatcho, Mr. J. Parks Payne, Mr. Brad W. Bumgarner and Mr. R. David Ritchie on August 14 and 15, 2014.
2. We reviewed the following documents:
 - a) Whitlock, Dalrymple Poston & Associates, Inc. productions documents (WDP OBH 00001-00091, 10554-12448).
 - b) Applied Building Sciences production documents.
 - c) Orbital Engineering and Consulting, LLC production documents (LG OBH 1-68, 1488-1565).
 - d) Trussway, Ltd. Production documents (TRUS0001-TRUS0444).
 - e) Cline Design Associates, PA document production (Cline Design 000002-000234, 000620-684, 000759-921, 0011061-001195).
 - f) *One Belle Hall Homeowner's Manual and Warranty Book*
 - g) TCR NC Construction I, LP misc. documents/submittals.
3. We reviewed the following publications:
 - a) "In the Valley." Bollnow, T. Professional Roofing Magazine, March 2013.
 - b) 2003 International Building Code.
 - c) 2012 International Building Code
 - d) 2003 International Energy Code

- e) SC State Building Code documents
- f) EIFS Restoration Guide. 2002. Dow Corning Corporation.
- g) *Dow Corning 795 Building Silicone Sealant*. June 19, 2014. Dow Corning Corporation.
- h) Hohmann and Barnard product information.
- i) "*Building Code Requirements for Masonry Structures (ACI 530-02)*" 2002. American Concrete Institute.
- j) "Hardiplank Lap Siding, Installation Instructions." September 2005 (eff. 12/2005). James Hardie International Finance, B.V.
- k) "Voluntary Specification for Field Testing of Newly Installed Fenestration Products (AAMA 502-11)" 2011. American Architectural Manufacturers Association.
- l) "Voluntary Guideline for Forensic Water Penetration Testing of Fenestration Products (AAMA 511-08)" 2008. American Architectural Manufacturers Association.
- m) "Voluntary Performance Specification for Windows, Skylights and Glass Doors (AAMA 101/I.S.2/NAFS-02)." 2003. American Architectural Manufacturers Association.
- n) "The NRCA Roofing Manual: Steep-slope Roof Systems." 2013. National Roofing Contractors Association.
- o) TAMKO shingle application instructions
- p) "Application Instructions." 2005. TREMCO Incorporated.

- q) *"The 2005 Handbook for Ceramic Tile Installation."* 2005. The Tile Council of North America, Inc.

Section V
ATTACHMENTS

A. Photographs

B. CVs

Section V
ATTACHMENT A

Photographs

Photographs taken during our inspection, which were not included in this report, were retained in our files and are available to you upon request.

September 30, 2014 – R1
RCG File No. 44200935

Photograph 1
Aerial view of One Belle Hall.



Photograph 2
Building I (2000).



September 30, 2014 - R1
RCG File No. 44200935

Photograph 3
Building II (2100).



Photograph 4
Building III (2200).



September 30, 2014 - R1
RCG File No. 44200935

Photograph 5
Building IV (1900).



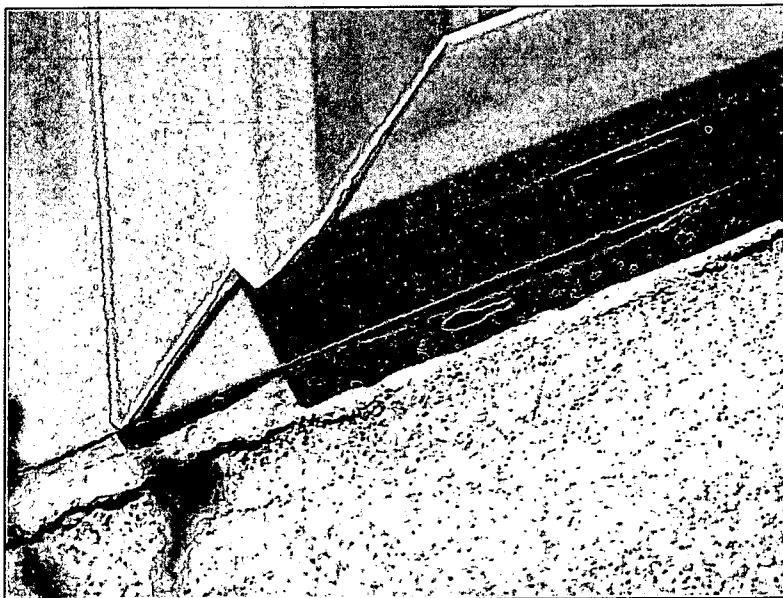
Photograph 6
Note that the deterioration emanated downward from the window, and did not initiate at the decorative band (Photo by WDP).



September 30, 2014 - R1
RCG File No. 44200935

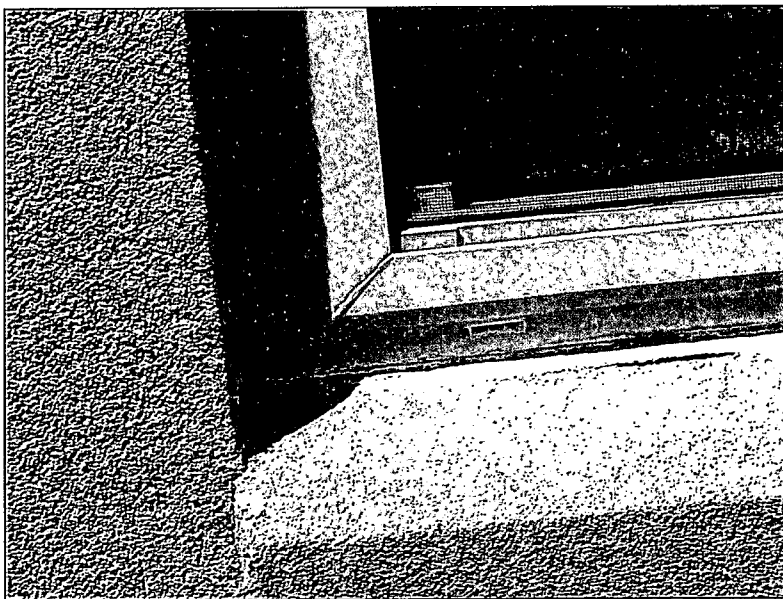
Photograph 7

Typical sealant joint separations (adhesive & cohesive failure).



Photograph 8

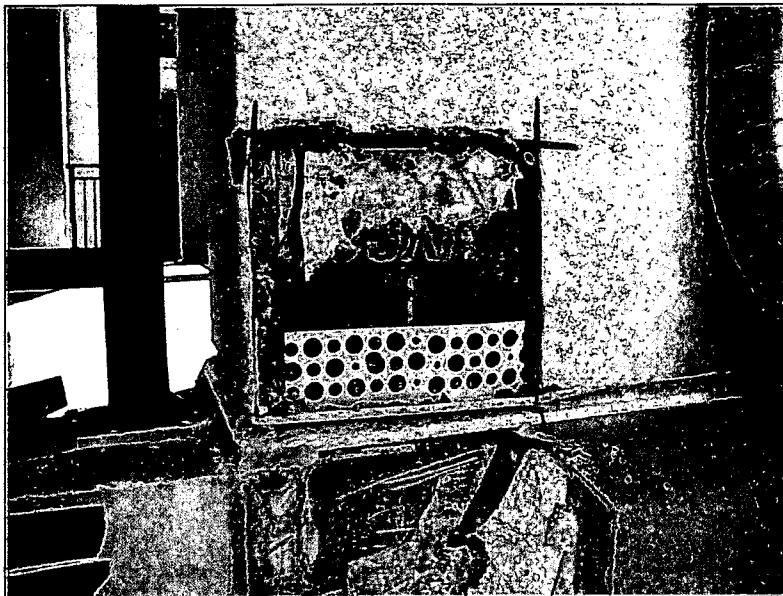
Typical sealant joint separations (adhesive failure).



September 30, 2014 - R1
RCG File No. 44200935

Photograph 9

Typical stucco flashing/WRB construction.



Photograph 10

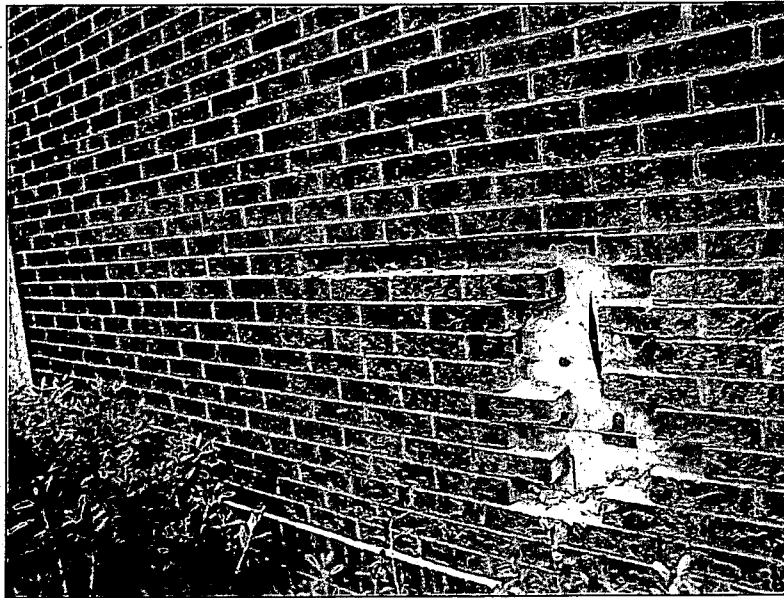
Destructive examination at Building 2200, Unit 303. Evidence of inadequate sealing of the waterproofing membrane.



September 30, 2014 - R1
RCG File No. 44200935

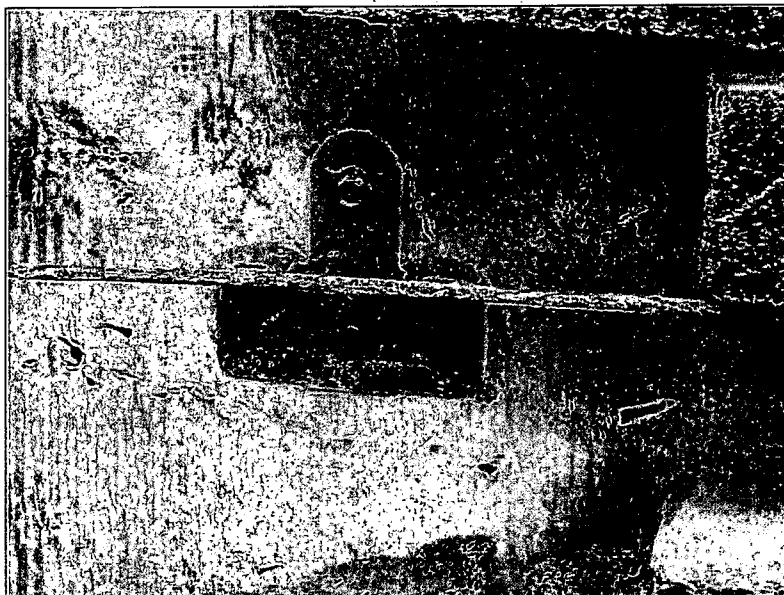
Photograph 11

Masonry examination at Building 1 (2000).



Photograph 12

Masonry anchors were present, but not fastened to studs (Nail inserted in lower screw hole to demonstrate).

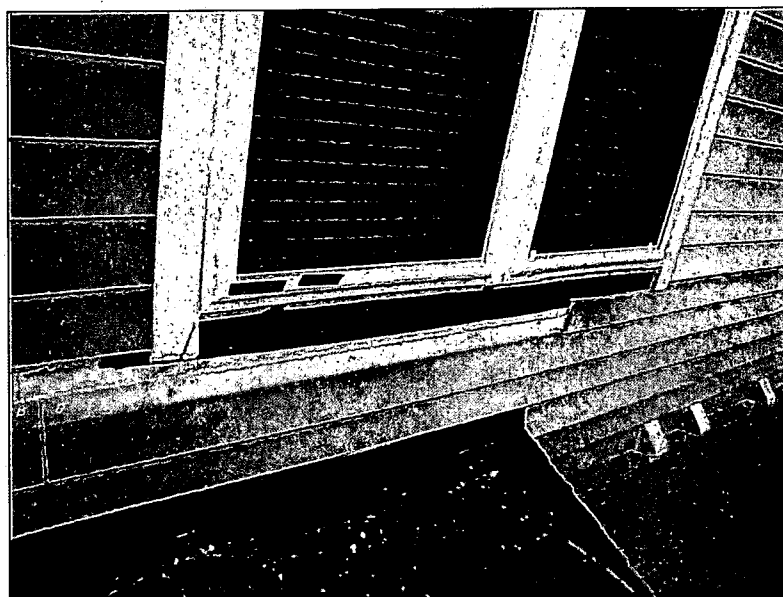


September 30, 2014 - R1
RCG File No. 44200935

Photograph 13
Typical wind-brick sealant application.



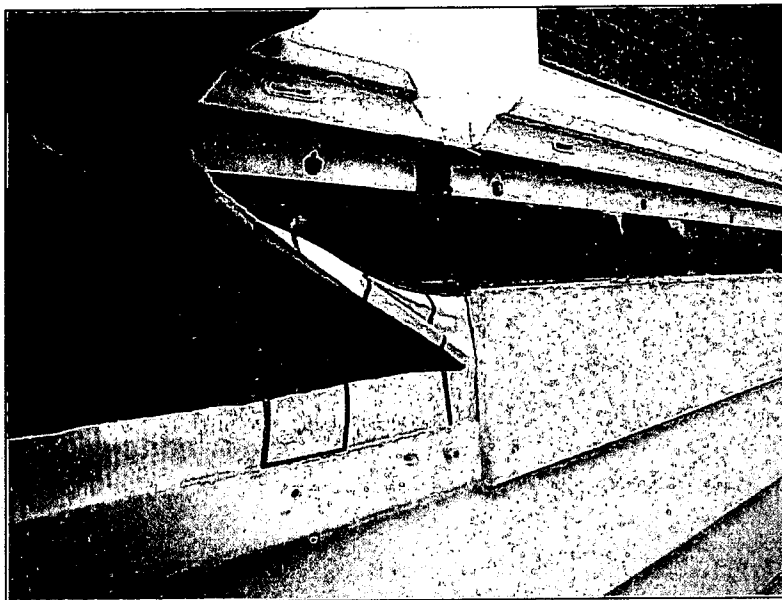
Photograph 14
Typical fiber cement siding installation.



September 30, 2014 - R1
RCG File No. 44200935

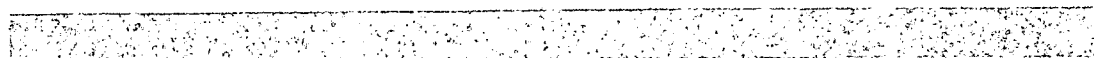
Photograph 15

Nails were commonly over-driven at the siding. There was no evidence of moisture damage.



Photograph 16

Typical window seal wear condition.



September 30, 2014 - R1
RCG File No. 44200935

Photograph 17
Typical window seal wear condition.

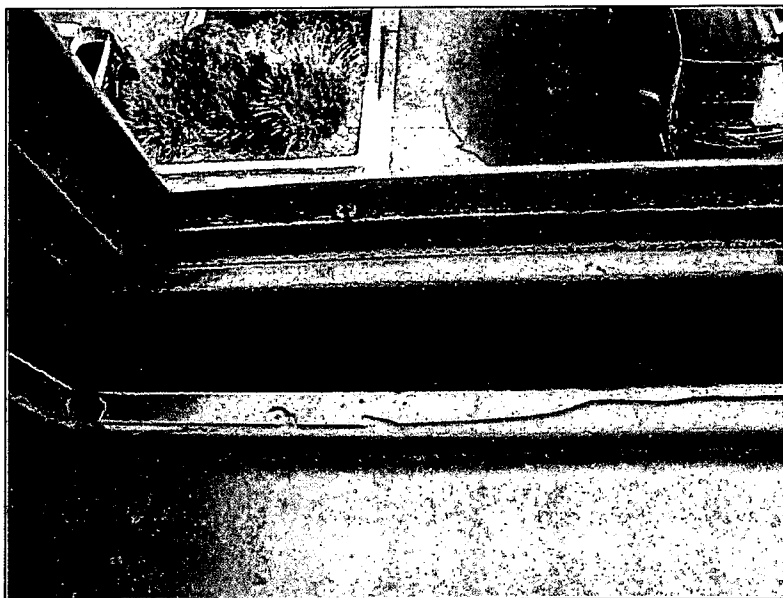


Photograph 18
Typical window leak during sill dam testing (BLDG 2200, #301).

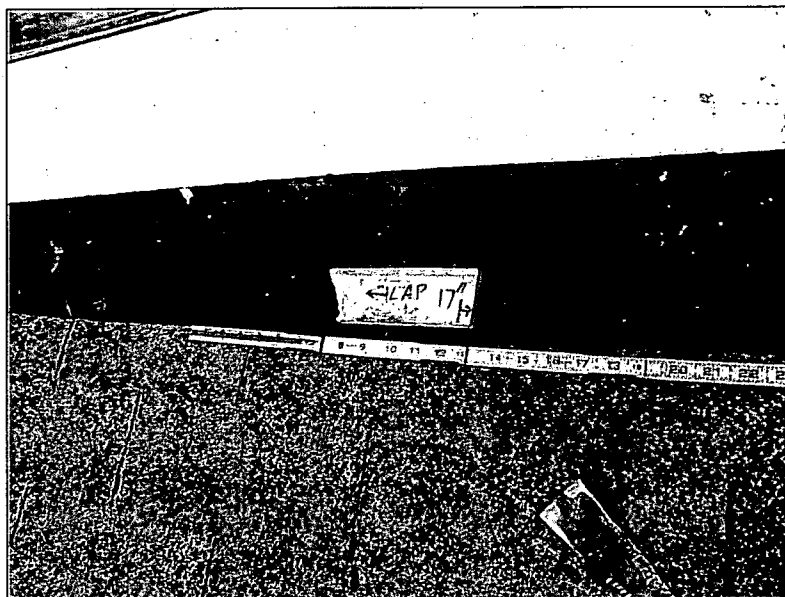


September 30, 2014 - R1
RCG File No. 44200935

Photograph 19
View of removed rear sill enclosure.



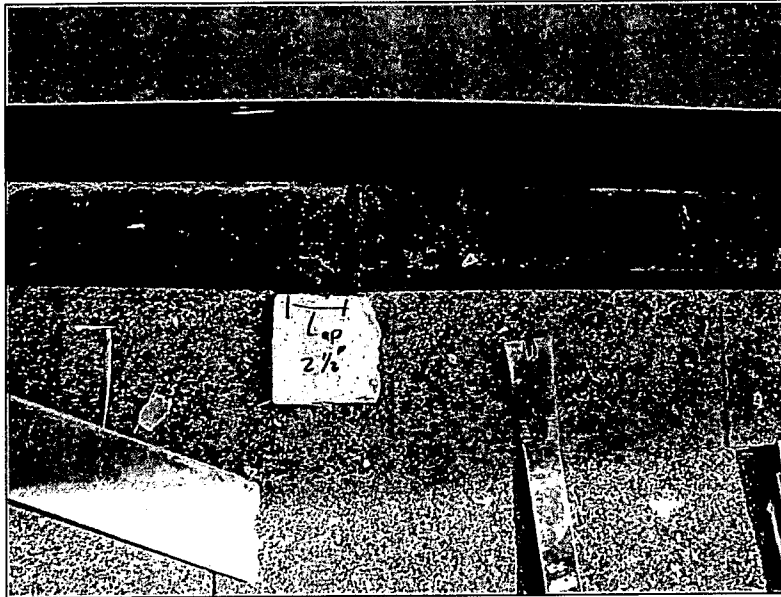
Photograph 20
A 17-inch long lap at the flashing above the garage roofing.



September 30, 2014 – R1
RCG File No. 44200935

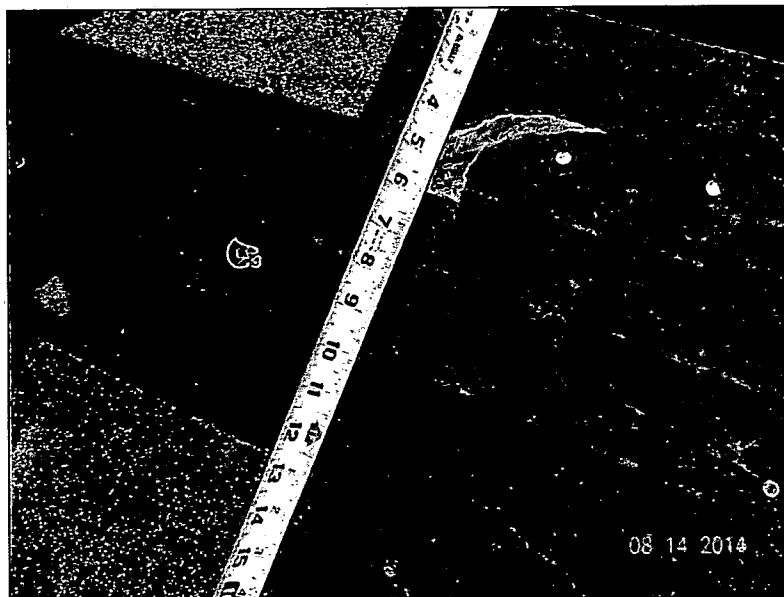
Photograph 21

A 2 1/2-inch long lap at the flashing above the garage roofing.



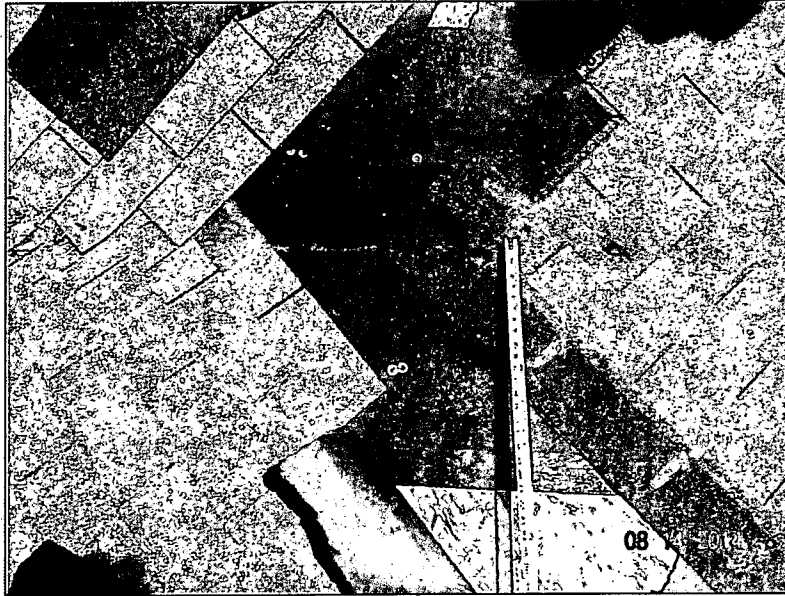
Photograph 22

Typical underlayment lap during inspection.



September 30, 2014 - R1
RCG File No. 44200935

Photograph 23
Typical roof valley construction.



Photograph 24
Randomly selected roof slope. The "B" marks indicate over-driven nails.



September 30, 2014 - R1
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Photograph 25

Typical condition of the grade surrounding the buildings.



Photograph 26

Typical example of grade adjacent to building.



September 30, 2014 - R1
RCG File No. 44200935

Photograph 27

Typical example of grade adjacent to building.



Photograph 28

Cracks were observed in the kitchens of some units, with tile removed from Unit 303, cracking in the gypcrete was also documented.



September 30, 2014 - R1
RCG File No. 44200935

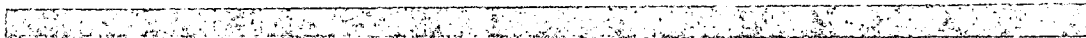
Photograph 29

Water did not properly drain from the edge of the tub in Unit 201 of Building 1900.

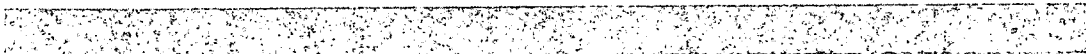


September 30, 2014 - R1
RCG File No. 44200935

Section V
ATTACHMENT B



CVs



September 30, 2014 – R1
RCG File No. 44200935



CRAIG D. ROGERS, P.E.
SENIOR PROPERTY DIVISION MANAGER, EASTERN REGION

Mr. Rogers graduated from the University of Louisiana at Lafayette in 1996 with a Bachelor of Science Degree in Civil Engineering (Structural Emphasis). He is registered as a Professional Engineer in Arkansas, Louisiana, and South Carolina. Mr. Rogers has engineering consulting experience in various industries including civil and structural design, cause and origin analysis, project administration, construction management, and crane design and operation. Mr. Rogers has been qualified as an expert witness in federal and state courts.

Since joining Rimkus Consulting Group in 2002, Mr. Rogers has performed more than one thousand engineering investigations for insurance companies, law firms, construction firms, and property owners. His expertise includes foundation and structural design of residential, commercial, and municipal facilities; hydrologic analysis; storm sewer, roadway, and subdivision design; design, operation and maintenance practices for cranes and lifting structures; project administration for municipal projects; pedestrian falls at residential, commercial and municipal facilities; and regulatory and environmental compliance.

Mr. Rogers has qualified as an expert witness in federal and state courts the field of structural engineering, forensic engineering and civil engineering. He has published and presented a technical paper on structural damage due to flood forces; and has given continuing education seminars on various engineering topics to the engineering, legal, and insurance industry.

EDUCATION AND PROFESSIONAL ASSOCIATIONS

B.S. – Civil Engineering – University of Louisiana at Lafayette
Licensed Professional Engineer – AR, LA, GA, NC, NY, & SC
Member: National Society of Professional Engineers
 • Served as Branch President and State Board of Direction Member
 American Society of Civil Engineers
Certified Mobile Crane Inspector
Certified XL Tribometrist

Representative Continuing Education Courses and Related Training:

Wind Loads for Buildings and Other Structures – ASCE (Vicksburg, MS, 2009)
Life Safety Code, NFPA 101 – NFPA (New Orleans, LA 2003)
Composition and Wood Roofs – Damage Assessment (Raleigh, NC, 2002)
Sudden Damage vs. Long-term Conditions (Raleigh, NC, 2002)

EMPLOYMENT HISTORY

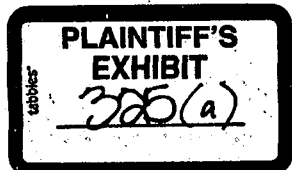
2002 – Present	Rimkus Consulting Group, Inc., Charleston, SC
1999 – 2002	Lafayette City-Parish Consolidated Government, Lafayette, LA
1997 – 1999	Mar-Con, Inc., Erath, LA
1995 – 1997	Neef Engineering Corporation, Lafayette, LA

Watkins Services, Inc.
 Bus: (843) 448-3900
 Fax: (843) 448-7150

One Belle Hall
 per
 RCG scope of repair

1 of 3
 7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
GR	GENERAL REQUIREMENTS						
GR1	Project Manager	Wk	35		1,400.00	48,496.00	4.33 weeks per month
GR2	Utilities	Mo	8	500.00		4,000.00	
GR3	General Tools & Materials	Mo	8	150.00		1,200.00	
GR4	Mobilize Site with Job Office/Storage	LS	1		250.00	250.00	
GR5	Pickup Truck	Mo	8	440.00		3,520.00	
GR6	Erect/Dismantle scaffolding	SF	20,769		1.50	31,153.50	
GR7	Scaffolding rental	Mo	8	1,000.00		8,000.00	
GR8	Man lift rental	Mo	8	3,000.00		24,000.00	
GR9	Dumpster	Pull	4	660.00		2,640.00	
GR10	Office/Storage Rental	Mo	8	150.00		1,200.00	
GR11	Temporary Toilet	Mo	8	375.00		3,000.00	
GR12	Landscaping	bldg	4	500.00		2,000.00	
	General Requirements total					129,459.50	
1.00	STUCCO/CONCRETE						
1.01	Remove/Store/Reinstall downspouts	LF	590		4.00	2,360.00	
1.02	Remove/Reinstall guardrails	LF	761	2.00	10.00	9,132.00	
1.03	Remove/Replace stucco & balcony edge & column	SF	9,933	5.00	15.00	198,660.00	Complete 'stack' removed
1.04	Remove/Replace damaged sheathing	SF	3,279	0.75	5.50	20,493.75	
1.05	Remove/Replace damaged framing	SF	3,279	1.00	6.00	22,953.00	
1.06	Remove/Replace T-bar	LF	250	1.00	6.00	1,750.00	ALLOWANCE
1.07	Remove/Replace concrete	SF	536	5.00	15.00	10,720.00	At 33% of corners. Assume 8sf per location
1.08	Remove/Replace damaged decking & waterproofing	SF	268	5.00	4.00	2,412.00	Assume 4sf per location
1.09	Remove/Replace ceiling gyp	SF	268	0.50	3.50	1,072.00	Assume 4sf per location
1.10	Paint ceiling gyp	SF	1,072	0.75	1.75	2,680.00	
1.11	Route/Epoxy fill cracks in decks and/or stairs	LF	56	3.00	4.00	392.00	
	1.00 total					272,624.75	
2.00	BRICK VENEER						
2.01	Remove/Replace brick. Incl felt & flashing	SF	5,944	5.25	13.00	108,478.00	
2.02	Install shelf angle @ 1st floor line	LF	220	3.00	4.00	1,540.00	
	2.00 total					110,018.00	
3.00	FIBER CEMENT SIDING						
3.01	Install face nail at Hardie siding	SF	21,709	0.05	1.00	22,794.45	Includes all siding on buildings
3.02	Pressure wash siding	SF	21,709	0.02	0.25	5,861.43	
3.03	One coat of paint	SF	21,709	0.25	0.75	21,709.00	
	3.00 total					50,364.88	



WATKINS 0004

ROA_04314

Watkins Services, Inc.
 Bus: (843) 448-3900
 Fax: (843) 448-7150

One Belle Hall
 per
 RCG scope of repair

2 of 3
 7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
4.00	WINDOWS						
4.01	Remove/Reinstall rear sill inserts & caulk	Ea	384	5.00	20.00	9,600.00	
4.02	Inspect window trim nails, countersink, fill. Paint	Ea	109	5.00	20.00	2,725.00	
	4.00 total					12,325.00	
5.00	ROOFING						
5.01	Inspect garage roofs	Ea	20		40.00	800.00	
5.02	Remove/Replace wall base flashing where not properly lapped	LF	65	4.00	3.00	455.00	
5.03	ALLOWANCE for Remove/Replace of wall finish	Loc	5	100.00	400.00	2,500.00	5 location per RCG
5.04	Remove/Replace shingles & underlayment	SF	480	2.00	4.00	2,880.00	10 locations per RCG
5.05	Remove/Replace damaged sheathing	SF	320	0.75	4.50	1,680.00	
5.06	ALLOWANCE for interior repairs	Loc	10	50.00	250.00	3,000.00	
5.07	Remove/Replace (or reinstall) shingles. Extend underlayment	LF	2,640	2.00	5.00	18,480.00	ADDED (includes garages)
	5.00 total					29,795.00	
6.00	MISC						
6.01	Remove/Reinstall tile	LS	1	25.00	250.00	275.00	
6.02	ALLOWANCE for toilet, vanity, etc	LS	1		500.00	500.00	
6.03	Remove/Reinstall tub	LS	1		500.00	500.00	
6.04	Modify grade & relandscape for 8" reveal from wall sheathing	LS	3		2,500.00	7,500.00	Assume building 1 not required
	6.00 total					8,775.00	
7.00	ELECTRICAL						
7.01	Provide new 20A circuit/wire to every other garage	Ea	20	100.00	500.00	12,000.00	
7.02	Provide sign at each garage panel	Ea	40	10.00	20.00	1,200.00	
7.03	ALLOWANCE for interior repairs	Garg	20	50.00	500.00	11,000.00	REDUCED - only for garage work
	7.00 total					24,200.00	
8.00	MECHANICAL						
8.01	Remove/Replace fence @ HVAC	Loc	13	250.00	1,000.00	16,250.00	
8.02	ALLOWANCE for additional concrete slab	Loc	13	50.00	500.00	7,150.00	
8.03	Install fire damper access door	Loc	39	150.00	100.00	9,750.00	
8.04	Install signs @ first floor dryers	Ea	20	10.00	20.00	600.00	
	8.00 total					33,750.00	
9.00	PLUMBING						ALLOWANCE
9.01	Inspect units for plumbing chase fire stopping	Unit	59		120.00	7,080.00	
9.02	Install fire stopping where missing	Loc	118	5.00	40.00	5,310.00	2 locations per unit per RCG
	9.00 total					12,390.00	

WATKINS 0005

ROA_04315

Watkins Services, Inc.
Bus:(843)448-3900
Fax:(843)448-7150

One Belle Hall
per
RCG scope of repair

3 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
	subtotal					683,702.13	
	Permits & License	Pct	1.25%			8,546.28	
	Overhead	Pct	10.00%			68,370.21	
	Profit	Pct	10.00%			68,370.21	
	Contingency	Pct	10.00%			68,370.21	
	A/E fees	Pct	7.50%			51,277.66	
	subtotal					948,636.71	

WATKINS 0006

ROA_04316

Watkins Services, Inc.
 Bus: (843) 448-3900
 Fax: (843) 448-7150

One Belle Hall
 per
 RCG & CSE scope of repair

1 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
GR	GENERAL REQUIREMENTS						
GR1	Project Manager	Wk	43		1,400.00	60,620.00	4.33 weeks per month
GR2	Utilities	Mo	10	500.00		5,000.00	
GR3	General Tools & Materials	Mo	10	150.00		1,500.00	
GR4	Mobilize Site with Job Office/Storage	LS	1		250.00	250.00	
GR5	Pickup Truck	Mo	10	440.00		4,400.00	
GR6	Erect/Dismantle scaffolding	SF	20,769		1.50	31,153.50	
GR7	Scaffolding rental	Mo	10	1,000.00		10,000.00	
GR8	Man lift rental	Mo	10	3,000.00		30,000.00	
GR9	Dumpster	Pull	8	660.00		5,280.00	
GR10	Office/Storage Rental	Mo	10	150.00		1,500.00	
GR11	Temporary Toilet	Mo	10	375.00		3,750.00	
GR12	Landscaping	bldg	4	500.00		2,000.00	
	General Requirements total					155,453.50	
1.00	STUCCO/CONCRETE						
1.01	Remove/Store/Reinstall downspouts	LF	590		4.00	2,360.00	
1.02	Remove/Reinstall guardrails	LF	761	2.00	10.00	9,132.00	
1.03	Remove/Replace stucco abutting porch (warm wall)	LF	719	5.00	25.00	21,570.00	
1.04	Remove/Replace concrete topping	SF	3,157	5.00	15.00	63,140.00	
1.05	Install waterproofing membrane under concrete	SF	4,026	5.00	4.00	36,234.00	
1.06	Remove/Replace stucco & balcony edge & column	SF	9,933	5.00	15.00	198,660.00	Complete 'stack' removed
1.07	Remove/Replace damaged wall sheathing	SF	3,279	0.75	5.50	20,493.75	
1.08	Remove/Replace damaged wall framing	SF	3,279	1.00	6.00	22,953.00	
1.09	Remove/Replace OSB subfloor	SF	2,932	0.75	4.50	15,393.00	
1.10	Remove/Replace damaged deck framing	SF	2,706	1.00	6.00	18,942.00	
1.11	Remove/Replace T-bar	LF	761	1.00	6.00	5,327.00	
1.12	Prep/Grout/Seal remaining concrete	SF	1,353	2.00	5.00	9,471.00	
1.13	Install Neogard Peda-Gard pedestrian traffic coating	SF	5,379	3.00	5.00	43,032.00	
1.14	Remove/Replace ceiling gyp	SF	2,932	0.50	3.50	11,728.00	
1.15	Paint ceiling gyp	SF	4,510	0.75	1.75	11,275.00	
1.16	ALLOWANCE for texture/color match. Incl pressure wash	SF	5,033	2.05	5.50	37,999.15	At 1.03 repairs
	1.00 total					527,709.90	
2.00	BRICK VENEER						
2.01	Remove/Replace brick. Incl felt & flashing	SF	5,944	5.25	13.00	108,478.00	
2.02	Install shelf angle @ 1st floor line	LF	220	3.00	4.00	1,540.00	
	2.00 total					110,018.00	
3.00	FIBER CEMENT SIDING						
3.01	Install face nail at Hardie siding	SF	21,709	0.05	1.00	22,794.45	Includes all siding on buildings
3.02	Pressure wash siding	SF	21,709	0.02	0.25	5,861.43	

EXHIBIT

325(b)

WATKINS 0007

ROA_04317

Watkins Services, Inc.
 Bus:(843)448-3900
 Fax:(843)448-7150

One Belle Hall
 per
 RCG & CSE scope of repair

2 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
3.03	One coat of paint	SF	21,709	0.25	0.75	21,709.00	
	3.00 total					50,364.88	
4.00	WINDOWS						
4.01	Remove/Reinstall rear sill inserts & caulk	Ea	384	5.00	20.00	9,600.00	
4.02	Inspect window trim nails, countersink, fill. Paint	Ea	109	5.00	20.00	2,725.00	
	4.00 total					12,325.00	
5.00	ROOFING						
5.01	Inspect garage roofs	Ea	20		40.00	800.00	
5.02	Remove/Replace wall base flashing where not properly lapped	LF	65	4.00	3.00	455.00	
5.03	ALLOWANCE for Remove/Replace of wall finish	Loc	5	100.00	400.00	2,500.00	5 location per RCG
5.04	Remove/Replace shingles & underlayment	SF	480	2.00	4.00	2,880.00	10 locations per RCG
5.05	Remove/Replace damaged sheathing	SF	320	0.75	4.50	1,680.00	
5.06	ALLOWANCE for interior repairs	Loc	10	50.00	250.00	3,000.00	
5.07	Remove/Replace (or reinstall) shingles. Extend underlayment	LF	2,640	2.00	5.00	18,480.00	ADDED (includes garages)
	5.00 total					29,795.00	
6.00	MISC						
6.01	Remove/Reinstall tile	LS	1	25.00	250.00	275.00	
6.02	ALLOWANCE for toilet, vanity, etc	LS	1		500.00	500.00	
6.03	Remove/Reinstall tub	LS	1		500.00	500.00	
6.04	Modify grade & relandscape for 8" reveal from wall sheathing	LS	3		2,500.00	7,500.00	Assume building 1 not required
	6.00 total					8,775.00	
7.00	ELECTRICAL						
7.01	Provide new 20A circuit/wire to every other garage	Ea	20	100.00	500.00	12,000.00	
7.02	Provide sign at each garage panel	Ea	40	10.00	20.00	1,200.00	
7.03	ALLOWANCE for interior repairs	Garg	20	50.00	500.00	11,000.00	REDUCED - only for garage work
	7.00 total					24,200.00	
8.00	MECHANICAL						
8.01	Remove/Replace fence @ HVAC	Loc	13	250.00	1,000.00	16,250.00	
8.02	ALLOWANCE for additional concrete slab	Loc	13	50.00	500.00	7,150.00	
8.03	Install fire damper access door	Loc	39	150.00	100.00	9,750.00	
8.04	Install signs @ first floor dryers	Ea	20	10.00	20.00	600.00	
	8.00 total					33,750.00	
9.00	PLUMBING						
9.01	Inspect units for plumbing chase fire stopping	Unit	59		120.00	7,080.00	ALLOWANCE
9.02	Install fire stopping where missing	Loc	118	5.00	40.00	5,310.00	2 locations per unit per RCG
	9.00 total					12,390.00	

WATKINS 0008

ROA_04318

Watkins Services, Inc.
Bus:(843)448-3900
Fax:(843)448-7150

One Belle Hall
per
RCG & CSE scope of repair

3 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
	subtotal					964,781.28	
	Permits & License	Pct	1.25%			12,059.77	
	Overhead	Pct	10.00%			96,478.13	
	Profit	Pct	10.00%			96,478.13	
	Contingency	Pct	10.00%			96,478.13	
	A/E fees	Pct	7.50%			72,358.60	
	subtotal					1,338,634.03	

WATKINS 0009

ROA_04319

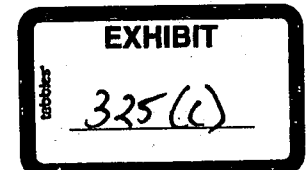
Watkins Services, Inc
 Bus: (843) 448-3900
 Fax: (843) 448-7150

One Belle Hall
 per
 Kitchen Tile scope of repair

1 of 1
 7-8-15

Item #	Description of Work	Unit	Qty	Mat	Lab	Total	Notes
GR	GENERAL REQUIREMENTS						
gr.1	Project Manager	Wk	26		1,400.00	36,372.00	4.33 weeks per month
gr.2	Utilities	Mo	6	500.00		3,000.00	
gr.3	General Tools & Materials	Mo	6	150.00		900.00	
gr.4	Mobilize Site with Office/Storage	LS	1		250.00	250.00	
gr.5	Office/Storage rental	Mo	6	150.00		900.00	
gr.6	Pickup Truck	Mo	6	440.00		2,640.00	
gr.7	Temporary Toilet	Mo	6	375.00		2,250.00	
gr.8	Dumpster	Pull	4	660.00		2,640.00	
	General Requirements total					48,952.00	
1.00	TILE						
1.01	Remove/Replace tile	SF	6,090	4.00	10.00	85,260.00	
1.02	Remove/Replace subfloor	SF	609	2.00	7.00	5,481.00	Assume 10%
1.03	Remove/Replace framing	SF	305	5.00	20.00	7,612.50	Assume 5%
1.04	Install 19/32 plywood & sound reduction membrane	SF	6,090	2.00	5.00	42,630.00	
1.05	ALLOWANCE for things in way	Unit	39	75.00	500.00	22,425.00	
1.06	Protect surrounding surfaces & clean up	Unit	39	50.00	300.00	13,650.00	
	1.00 total					177,058.50	
	subtotal					226,010.50	
	Permits & License	Pct	1.25%			2,825.13	
	Contingency	Pct	10.00%			22,601.05	
	Overhead	Pct	10.00%			22,601.05	
	Profit	Pct	10.00%			22,601.05	
	A/E fees	Pct	7.50%			16,950.79	
	TOTAL					313,589.57	

ROA_04320



WATKINS 0010

Watkins Services, Inc.
Bus: (843) 448-3900
Fax: (843) 448-7150

One Belle Hall
per
RCG, CSE & Kitchen Tile scope of repair

1 of 3
7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
GR	GENERAL REQUIREMENTS						
GR1	Project Manager	Wk	43		1,400.00	60,620.00	4.33 weeks per month
GR2	Utilities	Mo	10	500.00		5,000.00	
GR3	General Tools & Materials	Mo	10	150.00		1,500.00	
GR4	Mobilize Site with Job Office/Storage	LS	1		250.00	250.00	
GR5	Pickup Truck	Mo	10	440.00		4,400.00	
GR6	Erect/Dismantle scaffolding	SF	20,769		1.50	31,153.50	
GR7	Scaffolding rental	Mo	10	1,000.00		10,000.00	
GR8	Man lift rental	Mo	10	3,000.00		30,000.00	
GR9	Dumpster	Pull	12	660.00		7,920.00	
GR10	Office/Storage Rental	Mo	10	150.00		1,500.00	
GR11	Temporary Toilet	Mo	10	375.00		3,750.00	
GR12	Landscaping	bldg	4	500.00		2,000.00	
	General Requirements total					158,093.50	
1.00	STUCCO/CONCRETE						
1.01	Remove/Store/Reinstall downspouts	LF	590		4.00	2,360.00	
1.02	Remove/Reinstall guardrails	LF	761	2.00	10.00	9,132.00	
1.03	Remove/Replace stucco abutting porch (warm wall)	LF	719	5.00	25.00	21,570.00	
1.04	Remove/Replace concrete topping	SF	3,157	5.00	15.00	63,140.00	
1.05	Install waterproofing membrane under concrete	SF	4,026	5.00	4.00	36,234.00	
1.06	Remove/Replace stucco & balcony edge & column	SF	9,933	5.00	15.00	198,660.00	Complete 'stack' removed
1.07	Remove/Replace damaged wall sheathing	SF	3,279	0.75	5.50	20,493.75	
1.08	Remove/Replace damaged wall framing	SF	3,279	1.00	6.00	22,953.00	
1.09	Remove/Replace OSB subfloor	SF	2,932	0.75	4.50	15,393.00	
1.10	Remove/Replace damaged deck framing	SF	2,706	1.00	6.00	18,942.00	
1.11	Remove/Replace T-bar	LF	761	1.00	6.00	5,327.00	
1.12	Prep/Grout/Seal remaining concrete	SF	1,353	2.00	5.00	9,471.00	
1.13	Install Neogard Peda-Gard pedestrian traffic coating	SF	5,379	3.00	5.00	43,032.00	
1.14	Remove/Replace ceiling gyp	SF	2,932	0.50	3.50	11,728.00	
1.15	Paint ceiling gyp	SF	4,510	0.75	1.75	11,275.00	
1.16	ALLOWANCE for texture/color match. Incl pressure wash	SF	5,033	2.05	5.50	37,999.15	At 1.03 repairs
	1.00 total					527,709.90	
2.00	BRICK VENEER						
2.01	Remove/Replace brick. Incl felt & flashing	SF	5,944	5.25	13.00	108,478.00	
2.02	Install shelf angle @ 1st floor line	LF	220	3.00	4.00	1,540.00	
	2.00 total					110,018.00	
3.00	FIBER CEMENT SIDING						
3.01	Install face nail at Hardie siding	SF	21,709	0.05	1.00	22,794.45	Includes all siding on buildings
3.02	Pressure wash siding	SF	21,709	0.02	0.25	5,861.43	

EXHIBIT

325(d)

WATKINS 0011

ROA_04321

Watkins Services, Inc.
 Bus:(843)448-3900
 Fax:(843)448-7150

One Belle Hall
 per
 RCG, CSE & Kitchen Tile scope of repair

2 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
3.03	One coat of paint	SF	21,709	0.25	0.75	21,709.00	
	3.00 total					50,364.88	
4.00	WINDOWS						
4.01	Remove/Reinstall rear sill inserts & caulk	Ea	384	5.00	20.00	9,600.00	
4.02	Inspect window trim nails, countersink, fill. Paint	Ea	109	5.00	20.00	2,725.00	
	4.00 total					12,325.00	
5.00	ROOFING						
5.01	Inspect garage roofs	Ea	20		40.00	800.00	
5.02	Remove/Replace wall base flashing where not properly lapped	LF	65	4.00	3.00	455.00	
5.03	ALLOWANCE for Remove/Replace of wall finish	Loc	5	100.00	400.00	2,500.00	5 location per RCG
5.04	Remove/Replace shingles & underlayment	SF	480	2.00	4.00	2,880.00	10 locations per RCG
5.05	Remove/Replace damaged sheathing	SF	320	0.75	4.50	1,680.00	
5.06	ALLOWANCE for interior repairs	Loc	10	50.00	250.00	3,000.00	
5.07	Remove/Replace (or reinstall) shingles. Extend underlayment	LF	2,640	2.00	5.00	18,480.00	ADDED (includes garages)
	5.00 total					29,795.00	
6.00	MISC						
6.01	Remove/Reinstall tile	LS	1	25.00	250.00	275.00	
6.02	ALLOWANCE for toilet, vanity, etc	LS	1		500.00	500.00	
6.03	Remove/Reinstall tub	LS	1		500.00	500.00	
6.04	Modify grade & relandscape for 8" reveal from wall sheathing	LS	3		2,500.00	7,500.00	Assume building 1 not required
	6.00 total					8,775.00	
7.00	ELECTRICAL						
7.01	Provide new 20A circuit/wire to every other garage	Ea	20	100.00	500.00	12,000.00	
7.02	Provide sign at each garage panel	Ea	40	10.00	20.00	1,200.00	
7.03	ALLOWANCE for interior repairs	Garg	20	50.00	500.00	11,000.00	REDUCED - only for garage work
	7.00 total					24,200.00	
8.00	MECHANICAL						
8.01	Remove/Replace fence @ HVAC	Loc	13	250.00	1,000.00	16,250.00	
8.02	ALLOWANCE for additional concrete slab	Loc	13	50.00	500.00	7,150.00	
8.03	Install fire damper access door	Loc	39	150.00	100.00	9,750.00	
8.04	Install signs @ first floor dryers	Ea	20	10.00	20.00	600.00	
	8.00 total					33,750.00	
9.00	PLUMBING						ALLOWANCE
9.01	Inspect units for plumbing chase fire stopping	Unit	59		120.00	7,080.00	
9.02	Install fire stopping where missing	Loc	118	5.00	40.00	5,310.00	2 locations per unit per RCG
	9.00 total					12,390.00	

WATKINS 0012

ROA_04322

Watkins Services, Inc.
 Bus:(843)448-3900
 Fax:(843)448-7150

One Belle Hall
 per
 RCG, CSE & Kitchen Tile scope of repair

3 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
10.00	TILE						KITCHEN TILE ONLY
10.01	Remove/Replace tile	SF	6,090	4.00	10.00	85,260.00	
10.02	Remove/Replace subfloor	SF	609	2.00	7.00	5,481.00	Assume 10%
10.03	Remove/Replace framing	SF	305	5.00	20.00	7,612.50	Assume 5%
10.04	Install 19/32 plywood & sound reduction membrane	SF	6,090	2.00	5.00	42,630.00	
10.05	ALLOWANCE for things in way	Unit	39	75.00	500.00	22,425.00	
10.06	Protect surrounding surfaces & clean up	Unit	39	50.00	300.00	13,650.00	
	10.00 total					177,058.50	
	subtotal					1,144,479.78	
	Permits & License	Pct	1.25%			14,306.00	
	Overhead	Pct	10.00%			114,447.98	
	Profit	Pct	10.00%			114,447.98	
	Contingency	Pct	10.00%			114,447.98	
	A/E fees	Pct	7.50%			85,835.98	
	subtotal					1,587,965.69	

ROA_04323

WATKINS 0013

Watkins Services, Inc.
Bus: (843) 448-3900
Fax: (843) 448-7150

One Belle Hall
per
RCG & CSE scope (all stucco)

1 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
GR	GENERAL REQUIREMENTS						
GR1	Project Manager	Wk	43		1,400.00	60,620.00	4.33 weeks per month
GR2	Utilities	Mo	10	500.00		5,000.00	
GR3	General Tools & Materials	Mo	10	150.00		1,500.00	
GR4	Mobilize Site with Job Office/Storage	LS	1		250.00	250.00	
GR5	Pickup Truck	Mo	10	440.00		4,400.00	
GR6	Erect/Dismantle scaffolding	SF	24,615		1.50	36,922.50	
GR7	Scaffolding rental	Mo	10	2,898.00		28,980.00	
GR8	Man lift rental	Mo	10	3,000.00		30,000.00	
GR9	Dumpster	Pull	16	660.00		10,560.00	
GR10	Office/Storage Rental	Mo	10	150.00		1,500.00	
GR11	Temporary Toilet	Mo	10	375.00		3,750.00	
GR12	Landscaping	bdg	4	500.00		2,000.00	
	General Requirements total					185,482.50	
1.00	STUCCO/CONCRETE						
1.01	Remove/Store/Reinstall downspouts	LF	590		4.00	2,360.00	
1.02	Remove/Reinstall guardrails	LF	761	2.00	10.00	9,132.00	
1.03	Remove/Replace all stucco	SF	29,739	5.00	10.00	446,085.00	
1.04	Remove/Replace concrete topping	SF	3,157	5.00	15.00	63,140.00	
1.05	Install waterproofing membrane under concrete	SF	4,026	5.00	4.00	36,234.00	
1.06	Remove/Replace stucco & balcony edge & column	SF	9,933	5.00	15.00	198,660.00	Complete 'stack' removed
1.07	Remove/Replace damaged wall sheathing	SF	3,279	0.75	5.50	20,493.75	
1.08	Remove/Replace damaged wall framing	SF	3,279	1.00	6.00	22,953.00	
1.09	Remove/Replace OSB subfloor	SF	2,932	0.75	4.50	15,393.00	
1.10	Remove/Replace damaged deck framing	SF	2,706	1.00	6.00	18,942.00	
1.11	Remove/Replace T-bar	LF	761	1.00	6.00	5,327.00	
1.12	Prep/Grout/Seal remaining concrete	SF	1,353	2.00	5.00	9,471.00	
1.13	Install Neogard Peda-Gard pedestrian traffic coating	SF	5,379	3.00	5.00	43,032.00	
1.14	Remove/Replace ceiling gyp	SF	2,932	0.50	3.50	11,728.00	
1.15	Paint ceiling gyp	SF	4,510	0.75	1.75	11,275.00	
	1.00 total					914,225.75	
2.00	BRICK VENEER						
2.01	Remove/Replace brick. Incl felt & flashing	SF	5,944	5.25	13.00	108,478.00	
2.02	Install shelf angle @ 1st floor line	LF	220	3.00	4.00	1,540.00	
	2.00 total					110,018.00	
3.00	FIBER CEMENT SIDING						
3.01	Install face nail at Hardie siding	SF	21,709	0.05	1.00	22,794.45	Includes all siding on buildings
3.02	Pressure wash siding	SF	21,709	0.02	0.25	5,861.43	
3.03	One coat of paint	SF	21,709	0.25	0.75	21,709.00	

EXHIBIT

325(e)

WATKINS 0014

ROA_04324

Watkins Services, Inc.
 Bus:(843)448-3900
 Fax:(843)448-7150

One Belle Hall
 per
 RCG & CSE scope (all stucco)

2 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
	3.00 total					50,364.88	
4.00	WINDOWS						
4.01	Remove/Reinstall rear sill inserts & caulk	Ea	384	5.00	20.00	9,600.00	
4.02	Inspect window trim nails, countersink, fill. Paint	Ea	109	5.00	20.00	2,725.00	
	4.00 total					12,325.00	
5.00	ROOFING						
5.01	Inspect garage roofs	Ea	20		40.00	800.00	
5.02	Remove/Replace wall base flashing where not properly lapped	LF	65	4.00	3.00	455.00	
5.03	ALLOWANCE for Remove/Replace of wall finish (siding)	Loc	5	50.00	100.00	750.00	5 location per RCG
5.04	Remove/Replace shingles & underlayment	SF	480	2.00	4.00	2,880.00	10 locations per RCG
5.05	Remove/Replace damaged sheathing	SF	320	0.75	4.50	1,680.00	
5.06	ALLOWANCE for interior repairs	Loc	10	50.00	250.00	3,000.00	
5.07	Remove/Replace (or reinstall) shingles. Extend underlayment	LF	2,640	2.00	5.00	18,480.00	ADDED (includes garages)
	5.00 total					28,045.00	
6.00	MISC						
6.01	Remove/Reinstall tile	LS	1	25.00	250.00	275.00	
6.02	ALLOWANCE for toilet, vanity, etc	LS	1		500.00	500.00	
6.03	Remove/Reinstall tub	LS	1		500.00	500.00	
6.04	Modify grade & relandscape for 8" reveal from wall sheathing	LS	3		2,500.00	7,500.00	Assume building 1 not required
	6.00 total					8,775.00	
7.00	ELECTRICAL						
7.01	Provide new 20A circuit/wire to every other garage	Ea	20	100.00	500.00	12,000.00	
7.02	Provide sign at each garage panel	Ea	40	10.00	20.00	1,200.00	
7.03	ALLOWANCE for interior repairs	Garg	20	50.00	500.00	11,000.00	REDUCED - only for garage work
	7.00 total					24,200.00	
8.00	MECHANICAL						
8.01	Remove/Replace fence @ HVAC	Loc	13	250.00	1,000.00	16,250.00	
8.02	ALLOWANCE for additional concrete slab	Loc	13	50.00	500.00	7,150.00	
8.03	Install fire damper access door	Loc	39	150.00	100.00	9,750.00	
8.04	Install signs @ first floor dryers	Ea	20	10.00	20.00	600.00	
	8.00 total					33,750.00	
9.00	PLUMBING						ALLOWANCE
9.01	Inspect units for plumbing chase fire stopping	Unit	59		120.00	7,080.00	
9.02	Install fire stopping where missing	Loc	118	5.00	40.00	5,310.00	2 locations per unit per RCG
	9.00 total					12,390.00	

WATKINS 0015

ROA_04325

Watkins Services, Inc.
 Bus:(843)448-3900
 Fax:(843)448-7150

One Belle Hall
 per
 RCG & CSE scope (all stucco)

3 of 3
 7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
	subtotal					1,379,576.13	
	Permits & License	Pct	1.25%			17,244.70	
	Overhead	Pct	10.00%			137,957.61	
	Profit	Pct	10.00%			137,957.61	
	Contingency	Pct	10.00%			137,957.61	
	A/E fees	Pct	7.50%			103,468.21	
	subtotal					1,914,161.88	

ROA_04326

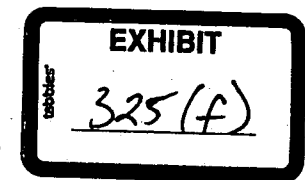
WATKINS 0016

Watkins Services, Inc.
 Bus: (843) 448-3900
 Fax: (843) 448-7150

One Belle Hall
 per
 RCG, CSE & Kitchen Tile scope (all stucco)

1 of 3
 7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
GR	GENERAL REQUIREMENTS						
GR1	Project Manager	Wk	43		1,400.00	60,620.00	4.33 weeks per month
GR2	Utilities	Mo	10	500.00		5,000.00	
GR3	General Tools & Materials	Mo	10	150.00		1,500.00	
GR4	Mobilize Site with Job Office/Storage	LS	1		250.00	250.00	
GR5	Pickup Truck	Mo	10	440.00		4,400.00	
GR6	Erect/Dismantle scaffolding	SF	24,615		1.50	36,922.50	
GR7	Scaffolding rental	Mo	10	2,898.00		28,980.00	
GR8	Man lift rental	Mo	10	3,000.00		30,000.00	
GR9	Dumpster	Pull	20	660.00		13,200.00	
GR10	Office/Storage Rental	Mo	10	150.00		1,500.00	
GR11	Temporary Toilet	Mo	10	375.00		3,750.00	
GR12	Landscaping	bldg	4	500.00		2,000.00	
	General Requirements total					188,122.50	
1.00	STUCCO/CONCRETE						
1.01	Remove/Store/Reinstall downspouts	LF	590		4.00	2,360.00	Complete 'stack' removed
1.02	Remove/Reinstall guardrails	LF	761	2.00	10.00	9,132.00	
1.03	Remove/Replace all stucco	SF	29,739	5.00	10.00	446,085.00	
1.04	Remove/Replace concrete topping	SF	3,157	5.00	15.00	63,140.00	
1.05	Install waterproofing membrane under concrete	SF	4,026	5.00	4.00	36,234.00	
1.06	Remove/Replace stucco & balcony edge & column	SF	9,933	5.00	15.00	198,660.00	
1.07	Remove/Replace damaged wall sheathing	SF	3,279	0.75	5.50	20,493.75	
1.08	Remove/Replace damaged wall framing	SF	3,279	1.00	6.00	22,953.00	
1.09	Remove/Replace OSB subfloor	SF	2,932	0.75	4.50	15,393.00	
1.10	Remove/Replace damaged deck framing	SF	2,706	1.00	6.00	18,942.00	
1.11	Remove/Replace T-bar	LF	761	1.00	6.00	5,327.00	
1.12	Prep/Grout/Seal remaining concrete	SF	1,353	2.00	5.00	9,471.00	
1.13	Install Neogard Peda-Gard pedestrian traffic coating	SF	5,379	3.00	5.00	43,032.00	
1.14	Remove/Replace ceiling gyp	SF	2,932	0.50	3.50	11,728.00	
1.15	Paint ceiling gyp	SF	4,510	0.75	1.75	11,275.00	
	1.00 total					914,225.75	
2.00	BRICK VENEER						
2.01	Remove/Replace brick. Incl felt & flashing	SF	5,944	5.25	13.00	108,478.00	
2.02	Install shelf angle @ 1st floor line	LF	220	3.00	4.00	1,540.00	
	2.00 total					110,018.00	
3.00	FIBER CEMENT SIDING						
3.01	Install face nail at Hardie siding	SF	21,709	0.05	1.00	22,794.45	Includes all siding on buildings
3.02	Pressure wash siding	SF	21,709	0.02	0.25	5,861.43	
3.03	One coat of paint	SF	21,709	0.25	0.75	21,709.00	



WATKINS 0017

ROA_04327

Watkins Services, Inc.
 Bus:(843)448-3900
 Fax:(843)448-7150

One Belle Hall
 per
 RCG, CSE & Kitchen Tile scope (all stucco)

2 of 3

7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
3.00 total						50,364.88	
4.00	WINDOWS						
4.01	Remove/Reinstall rear sill inserts & caulk	Ea	384	5.00	20.00	9,600.00	
4.02	Inspect window trim nails, countersink, fill. Paint	Ea	109	5.00	20.00	2,725.00	
4.00 total						12,325.00	
5.00	ROOFING						
5.01	Inspect garage roofs	Ea	20		40.00	800.00	
5.02	Remove/Replace wall base flashing where not properly lapped	LF	65	4.00	3.00	455.00	
5.03	ALLOWANCE for Remove/Replace of wall finish (siding)	Loc	5	50.00	100.00	750.00	5 location per RCG
5.04	Remove/Replace shingles & underlayment	SF	480	2.00	4.00	2,880.00	10 locations per RCG
5.05	Remove/Replace damaged sheathing	SF	320	0.75	4.50	1,680.00	
5.06	ALLOWANCE for interior repairs	Loc	10	50.00	250.00	3,000.00	
5.07	Remove/Replace (or reinstall) shingles. Extend underlayment	LF	2,640	2.00	5.00	18,480.00	ADDED (includes garages)
5.00 total						28,045.00	
6.00	MISC						
6.01	Remove/Reinstall tile	LS	1	25.00	250.00	275.00	
6.02	ALLOWANCE for toilet, vanity, etc	LS	1		500.00	500.00	
6.03	Remove/Reinstall tub	LS	1		500.00	500.00	
6.04	Modify grade & relandscape for 8" reveal from wall sheathing	LS	3		2,500.00	7,500.00	Assume building 1 not required
6.00 total						8,775.00	
7.00	ELECTRICAL						
7.01	Provide new 20A circuit/wire to every other garage	Ea	20	100.00	500.00	12,000.00	
7.02	Provide sign at each garage panel	Ea	40	10.00	20.00	1,200.00	
7.03	ALLOWANCE for interior repairs	Garg	20	50.00	500.00	11,000.00	REDUCED - only for garage work
7.00 total						24,200.00	
8.00	MECHANICAL						
8.01	Remove/Replace fence @ HVAC	Loc	13	250.00	1,000.00	16,250.00	
8.02	ALLOWANCE for additional concrete slab	Loc	13	50.00	500.00	7,150.00	
8.03	Install fire damper access door	Loc	39	150.00	100.00	9,750.00	
8.04	Install signs @ first floor dryers	Ea	20	10.00	20.00	600.00	
8.00 total						33,750.00	
9.00	PLUMBING						
9.01	Inspect units for plumbing chase fire stopping	Unit	59		120.00	7,080.00	ALLOWANCE
9.02	Install fire stopping where missing	Loc	118	5.00	40.00	5,310.00	2 locations per unit per RCG
9.00 total						12,390.00	

WATKINS 0018

ROA_04328

Watkins Services, Inc.
 Bus:(843)448-3900
 Fax:(843)448-7150

One Belle Hall
 per
 RCG, CSE & Kitchen Tile scope (all stucco)

3 of 3
 7-8-15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
10.00	TILE						KITCHEN TILE ONLY
10.01	Remove/Replace tile	SF	6,090	4.00	10.00	85,260.00	
10.02	Remove/Replace subfloor	SF	609	2.00	7.00	5,481.00	Assume 10%
10.03	Remove/Replace framing	SF	305	5.00	20.00	7,612.50	Assume 5%
10.04	Install 19/32 plywood & sound reduction membrane	SF	6,090	2.00	5.00	42,630.00	
10.05	ALLOWANCE for things in way	Unit	39	75.00	500.00	22,425.00	
10.06	Protect surrounding surfaces & clean up	Unit	39	50.00	300.00	13,650.00	
	10.00 total					177,058.50	
	subtotal					1,559,274.63	
	Permits & License	Pct	1.25%			19,490.93	
	Overhead	Pct	10.00%			155,927.46	
	Profit	Pct	10.00%			155,927.46	
	Contingency	Pct	10.00%			155,927.46	
	A/E fees	Pct	7.50%			116,945.60	
	subtotal					2,163,493.55	

WATKINS 0019

ROA_04329

Watkins Services, Inc.
 Bus: (843) 448-3900
 Fax: (843) 448-7150

One Belle Hall
 per
 Roy Shelley alt COR estimate

1 of 1
 FOR MEDIATION PURPOSES ONLY 9/24/15

Item #	Description of Work	Unit	Qty	Material	Labor	Total	Notes
GR	GENERAL REQUIREMENTS						
GR1	Project Manager	Wk	43		1,400.00	60,620.00	4.33 weeks per month
GR2	Utilities	Mo	10	500.00		5,000.00	
GR3	General Tools & Materials	Mo	10	150.00		1,500.00	
GR4	Mobilize Site with Job Office/Storage	LS	1		250.00	250.00	
GR5	Pickup Truck	Mo	10	440.00		4,400.00	
GR6	Erect/Dismantle scaffolding	SF	24,615		1.50	36,922.50	
GR7	Scaffolding rental	Mo	10	2,898.00		28,980.00	
GR8	Man lift rental	Mo	10	3,000.00		30,000.00	
GR9	Dumpster	Pull	14	660.00		9,240.00	
GR10	Office/Storage Rental	Mo	10	150.00		1,500.00	
GR11	Temporary Toilet	Mo	10	375.00		3,750.00	
GR12	Landscaping	bldg	4	500.00		2,000.00	
	General Requirements total					184,162.50	
1.00	STUCCO						
1.01	Remove/Store/Reinstall downspouts	LF	590		4.00	2,360.00	
1.02	Remove/Reinstall guardrails	LF	761	2.00	10.00	9,132.00	
1.03	Remove/Replace all stucco (wall stucco)	SF	29,739	5.00	10.00	446,085.00	
1.04	Remove/Replace stucco & balcony edge & column	SF	9,933	5.00	15.00	198,660.00	Complete 'stack' removed
1.05	Remove/Replace damaged sheathing	SF	3,279	0.75	5.50	20,493.75	
1.06	Remove/Replace damaged framing	SF	3,279	1.00	6.00	22,953.00	
	total					699,683.75	
2.00	CONCRETE						N/A
	total						
3.00	ELECTRICAL						N/A
	total						
4.00	MECHANICAL						
4.01	Install secondary float switches	Ea	59		250.00	14,750.00	
	total					14,750.00	
	subtotal					898,596.25	
	Permits & License	Pct	1.25%			11,232.45	
	Overhead	Pct	10.00%			89,859.63	
	Profit	Pct	10.00%			89,859.63	
	Contingency	Pct	10.00%			89,859.63	
	A/E fees	Pct	7.50%			67,394.72	
	TOTAL					1,246,802.30	

PLAINTIFF'S
 EXHIBIT
 325(g)

WATKINS(RTT)000001

ROA_04330

Watkins Services, Inc.
Bus: (843) 448-3900
Fax: (843) 448-7150

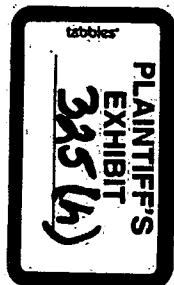
One Belle Hall
windows

PRELIMINARY DRAFT 1 of 1
8/26/16

BFS 1784

Item #	Description of Work	Unit	Qty	Material	Labor	Total
Gr.	GENERAL REQUIREMENTS					
gr.1	Part-time superintendent	Wk	4		500.00	2,165.00
gr.2	Temporary Toilet	Mo	1	125.00		125.00
	total					2,290.00
1.00	Window sill insert					
1.01	Remove/Reinstall sill insert. Caulk	Ea	384	5.00	20.00	9,600.00
1.02	Inspect window trim: nails, countersink, fill, Paint	Ea	109	5.00	20.00	2,725.00
	total					12,325.00
	subtotal					14,615.00
	Overhead	Pct	15.00%			2,192.25
	Profit	Pct	10.00%			1,461.50
	Contingency	Pct	15.00%			2,192.25
	TOTAL					20,461.00

ROA_04331



Submittal Packages

Detailed Package Tracking Log

Belle Hall Condominiums
1000 South Egypt Road
ML Pleasant, SC 29464

Project # 0410-230
Tel: 843-856-4496 Fax: 843-856-4497

TCR NC Construction I LP

0001-08565-0 Vinyl Windows Closed Yes

Author Company	Contact	Author Package #	Trade	Importance
Builders First Source-Southeast Group, LLC	Dan Glass		Vinyl Windows	High

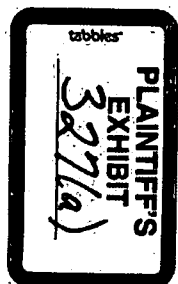
Items											
Number	Rev	Description	Resp Company	Due	Rec'd	+/-	Returned	Sch'd Del	Actual Del	Status	Closed
00018	0	Vinyl Windows	BUIFIR		2/6/2006		3/1/2006			Approved	No

Reviewers							
From Company	To Company	Sent Date	Due Date	Rec'd Date	+/-	Action	Sent For
TCR NC Construction I LP	The Preston Partnership, LLC	2/7/2006	2/21/2006	3/1/2006	8	Approved	Construction

Package Notes:

Reviewer's General Comments:

ROA_04332



Submittal Packages

Detailed Package Tracking Log

Belle Hall Condominiums 1000 South Egypt Road Mt. Pleasant, SC 29484	Project # 0410-230 Tel: 843-856-4496 Fax: 843-856-4497	TCR NC Construction I LP

0001-08810-0	Glass Shower Enclosures	Closed Yes

Author Company	Contact	Author Package #	Trade	Importance
Gale Contractor Services	Rustin Roper		Glass	High

Items											
Number	Rev	Description	Resp Company	Due	Rec'd	+/-	Returned	Sch'd Del	Actual Del	Status	Closed
00047	0	Glass Shower Enclosure	GALCON		5/1/2006		5/15/2006			Approved	No

Reviewers							
From Company	To Company	Sent Date	Due Date	Rec'd Date	+/-	Action	Sent For
TCR NC Construction I LP	Cllrie Design Associates, P.A.	5/2/2006	5/16/2006	5/15/2006	-1	Approved	

Package Notes:

Reviewer's General Comments:



Architecture
Planning
Community Design
Landscape Architecture
Interiors

TRANSMITTAL

Date: February 28, 2006

To: Kyle Crout
Trammel Crow Residential
230 Seven Farms Drive, Suite 104
Daniel Island, SC 29492
ph. (843) 278-1840

From: Dennis Ginn, Project Manager

Project: Belle Hall Condominiums
proj # 04179

Re: Submittal: 08565-00001

For Your:						
☐ Approval	☐ Distribution	☐ Information	☐ Review & Comment	☐ Record	☒ Use	
Sent Via:						
☒ Overnight	☐ 2 nd Day	☐ Mail	☐ Courier	☐ Pick-up	☐ By Hand	☐ Fax
W e T r a n s m i t T h e F o l l o w i n g						
Copies	Date	Description				
5	2/27/06	Vinyl Windows - Shop Drawings 08565-00001				

Copy: File : 04060-CA8a/060228t-trkc_08565-00001.doc

Cline Design Associates, PA / 125 N. Harrington St., Raleigh, NC 27603 / tel 919-833-6413, fax 919-836-1280
Cline Design Associates of Wilmington, PLLC / 272 North Front Street, Suite 500 / Wilmington, NC 28401 / tel 910-254-0222, fax 910-254-0228
www.ClineDesignAssoc.com



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001633

ROA_04334



TCR NC Construction I Limited Partnership
230 Seven Farms Drive, Suite 104
Charleston, SC 29492

TRAMMELL CROW RESIDENTIAL

Project No. 0410-230 Project Name Belle Hill
Submittal No. 0001-0895-0 Specification Section DB905
☒ Reviewed ☐ Revise & Resubmit
☐ Reviewed As Noted ☐ Rejected

Review of shop drawings and other submittals by General Contractor, Architect or Engineer does not relieve supplier / subcontractor of responsibility for dimensional accuracy, quantities, or conformance to the Contract Documents. No substitutions will be accepted without proper submittal and approved as outlined in the design specifications.

By: YAC Date: 2/6/00

☒ APPROVED	☐ APPROVED AS NOTED
☐ NOT APPROVED	☐ REVISE & RESUBMIT
☐ SUBMIT SPECIFIED ITEM	

This review is only for conformance with the design concept and general compliance with the Contract Documents. Corrections or comments made on this submittal do not relieve Contractor of full compliance with the Contract Documents. Approval of a specific item does not constitute approval of an assembly of which the item is a component. Contractor is solely responsible for confirming and correlating dimensions with respect to job site conditions, fabrication processes, means, methods, techniques, sequences, and procedures of construction; performing work in a safe and satisfactory manner; and for the coordination of the work of all trades.

CLINE DESIGN ASSOCIATES, PA
By: [Signature] Date: 2/7/00

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Technical Resources

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ROA_04336

Energy Saving Products

*STRUCTURAL / IMPACT
PERFORMANCE TEST REPORT*

*Series "2031 / 2041" Single Hung
Vinyl Prime Window*

NCTL-210-2947-2



**Cline Design
001637**

ROA_04337



NATIONAL CERTIFIED TESTING LABORATORIES

8350 PARKLINE BLVD SUITE 320 • ORLANDO, FLORIDA 32809 • TELEPHONE (407) 240-1356
FAX (407) 240-8882
www.nctlinc.com

STRUCTURAL/IMPACT PERFORMANCE TEST REPORT

Report No: NCTL-210-2947-2
Test Date: 09/25/03
Report Date: 10/28/03
Expiration Date: 09/30/07
Revised Date: 12/31/07

Client: Energy Saving Products
P.O. Box 1119
Jasper, FL 32052-1119

Test Specimen: Energy Saving Products' Series "2031/2041" Single Hung Vinyl Prime Window (H-C50 54x78).

Test Method: AAMA/NWWDA 101/I.S.2-97, "Voluntary Specifications for Aluminum, Vinyl (PVC), and Wood Windows and Glass Doors"; ASTM E1996-99, "Performance of Exterior Windows, Glazed Curtain Walls, Doors and Storm Shutters Impacted by Windborne Debris in Hurricanes"; ASTM E1886-97, "Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Missiles (5) and Exposed to Cyclic Pressure Differentials."

LARGE MISSILE DATA: 2 x 4 Southern Yellow Pine (S4S)
Length: 7'0"
Weight: 9 lbs.
Velocity: 34 mph - 50 ft. per second

TEST SPECIMEN DESCRIPTION

General: The test specimen was a single hung vinyl prime window measuring 54" wide by 78" high overall. The top lite measured 44-1/2" wide by 40-1/2" high, providing a viewing area of 42-1/2" wide by 38" high. The active bottom sash measured 45-1/2" wide by 28-1/2" high, providing a viewing area of 43-1/2" wide by 27" high. The frame was of welded mitered corner construction. The active and fixed sash were of mitered type corner construction. The frame was fastened to the buck using twenty (20) (#8x2") phcs screws; four (4) on the top and bottom, six (6) on each side located 3" from each end then at 14" intervals.

Glazing: All sash were interior glazed using sealed insulating glass with a structural laminated silicone back-bedding and a rigid vinyl glazing bead. The overall insulating glass thickness was 0.750" consisting of two (2) lites of 3/16" thick annealed glass and one (1) space created by a "Swiggle Strip" spacer system. A 15 mm thick polyester film (Film Technology, Inc. Part No. T3960920) was adhered to glazing surfaces no. 2 and 3. Each impacted specimen used Sika 552 adhesive back-bedding. the structural specimen used GE2800 structural silicone with a snap-in rigid glazing bead.

Reinforcement: One (1) U-shaped reinforcement channel (0.105" thick) measuring 0.760" wide was housed by the top and bottom rail hollows and both active sash stiles.

PROFESSIONALS IN THE SCIENCE OF TESTING

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10/25/04

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Locks & Keepers: One (1) metal cam-type sweep lock was located at 7-1/2" from each end of the active sash top rail. One (1) metal keeper was located on the fixed meeting rail at the lock position. One (1) metal tilt latch with thumb actuator was located at each end of the active interior sash top rail.

Weatherseals: One (1) strip of center fin weatherstrip (0.250" high) was located at both sides and the bottom of the exterior active sash face. One (1) strip of center fin weatherstrip (0.250" high) was located at the bottom at both sides of the active sash. One (1) strip of center fin weatherstrip (0.250" high) was located at the interior sill riser.

Weeps: One (1) weep hole measuring 1/2" x 1/4" was located at 1-1/2" from each end of the screen retainer track. One (1) weep hole employing a plastic weep cover measuring 1-1/2" x 1/4" was located at 4-1/2" from each end of the exterior vertical sill wall.

Interior & Exterior Surface Finish: White vinyl (PVC).

Sealant: No apparent sealant applied.

Screen: An insect screen measuring 52" wide by 29" high was of butt-type corner construction with nylon corner keys. The screen employed fiberglass mesh cloth with a solid vinyl spline and two (2) pull tabs.

TEST RESULTS

<u>Par. No.</u>	<u>Title of Test & Method</u>	<u>Measured</u>	<u>Allowed</u>
Specimen 2A:			
2.2.1.6.1	Operating Force- ASTM E2068 Active Sash	27 lbf	30 lbf
2.2.1.6.2	Deglazing Test- ASTM E987 Active Sash		
	Meeting Rail (70 lbf)	4.2 % (0.021")	<100%
	Bottom Rail (70 lbf)	8.8 % (0.044")	<100%
	Left Stile (50 lbf)	1.6 % (0.008")	<100%
	Right Stile (50 lbf)	8.0 % (0.040")	<100%
2.1.2	Air Infiltration - ASTM E283 1.57 psf (25 mph)	0.3 cfm/ft ² (0.29 cfm/ft ²)	0.3 cfm/ft ²
2.1.3 *	Water Resistance - ASTM E547 & E331 5.0 gph/ft ² WTP = 4.5 psf	No Leakage	No Leakage
2.1.4.2 **	Uniform Load Structural - ASTM E330 50.0 psf Exterior 50.0 psf Interior	0.001" 0.004"	0.178" 0.178"

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TEST RESULTS (Cont.)

<u>Par. No.</u>	<u>Title of Test & Method</u>	<u>Measured</u>	<u>Allowed</u>
2.1.7	Welded Corner Test	Meets As Stated	
2.1.8	Forced Entry Resistance - ASTM F588 Level 10 (See Appendix A for test results)	Meets as Stated	

OPTIONAL PERFORMANCE

4.3	*	Water Resistance - ASTM E547 5.0 gph/ft ² WTP= 7.5 psf	No Leakage	No Leakage
4.4.2	**	Uniform Load Structural - ASTM E330 75.0 psf Exterior 75.0 psf Interior	0.015" 0.001"	0.178" 0.178"

* Tested with and without screen.

** No glass breakage or permanent damage causing the unit to be inoperable.

Large Missile Impact - ASTM E1996			
<u>Impact No.</u>	<u>Location</u>	<u>Speed</u>	<u>Comments</u>
<u>Specimen 2B</u>			
1	Lower left corner of active sash	50 ft/sec (34 mph)	No penetration/ Passed
<u>Specimen 2C</u>			
1	Middle of active sash	50 ft/sec (34 mph)	No penetration/ Passed
<u>Specimen 2D</u>			
1	Top right corner of active sash	50 ft/sec (34 mph)	No penetration/ Passed

NOTE: All impacts rejected without penetration.

Cycle Test - ASTM E1886Specimen 2B**Positive Loads**

<u>Range of Test</u>	<u>Actual</u>	<u># of Cycles</u>	<u>Maximum Deflection</u>
+0.2 to +0.5	10 psf to 25 psf	3,500	No opening/ Passed
+0.0 to +0.6	0 psf to 30 psf	300	No opening/ Passed
+0.5 to +0.8	25 psf to 40 psf	600	No opening/ Passed
+0.3 to +1.0	15 psf to 50 psf	100	No opening/ Passed

Negative Loads

-0.3 to -1.0	15 psf to 50 psf	50	No opening/ Passed
-0.5 to -0.8	25 psf to 40 psf	1,050	No opening/ Passed
-0.0 to -0.6	0 psf to 30 psf	50	No opening/ Passed
-0.2 to -0.5	10 psf to 25 psf	3,350	No opening/ Passed

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Specimen 2CPositive Loads

<u>Range of Test</u>	<u>Actual</u>	<u># of Cycles</u>	<u>Maximum Deflection</u>
+0.2 to +0.5	10 psf to 25 psf	3,500	No opening/ Passed
+0.0 to +0.6	0 psf to 30 psf	300	No opening/ Passed
+0.5 to +0.8	25 psf to 40 psf	600	No opening/ Passed
+0.3 to +1.0	15 psf to 50 psf	100	No opening/ Passed

Negative Loads

-0.3 to -1.0	15 psf to 50 psf	50	No opening/ Passed
-0.5 to -0.8	25 psf to 40 psf	1,050	No opening/ Passed
-0.0 to -0.6	0 psf to 30 psf	50	No opening/ Passed
-0.2 to -0.5	10 psf to 25 psf	3,350	No opening/ Passed

Specimen 2DPositive Loads

<u>Range of Test</u>	<u>Actual</u>	<u># of Cycles</u>	<u>Maximum Deflection</u>
+0.2 to +0.5	10 psf to 25 psf	3,500	No opening/ Passed
+0.0 to +0.6	0 psf to 30 psf	300	No opening/ Passed
+0.5 to +0.8	25 psf to 40 psf	600	No opening/ Passed
+0.3 to +1.0	15 psf to 50 psf	100	No opening/ Passed

Negative Loads

-0.3 to -1.0	15 psf to 50 psf	50	No opening/ Passed
-0.5 to -0.8	25 psf to 40 psf	1,050	No opening/ Passed
-0.0 to -0.6	0 psf to 30 psf	50	No opening/ Passed
-0.2 to -0.5	10 psf to 25 psf	3,350	No opening/ Passed

TEST COMPLETED 09/25/03

The tested specimen meets (or exceeds) the performance levels specified in Table 2.1 of AAMA/ NWWDA 101/I.S.2-97 for air infiltration. The listed results were secured by using the designated test methods and indicate compliance with the performance requirements of the referenced specification paragraphs for the H-C50 54x78 product designation.

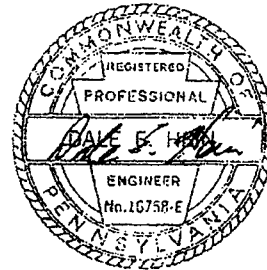
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3/25/04

This test does not constitute certification of this product, but only that the above test results were obtained using the designated test methods and indicate compliance with the performance requirements of the above referenced specifications. A copy of this report along with representative sections of the test specimen will be retained by NCTL for a period of four (4) years. The results obtained apply only to the specimen tested. NCTL assumes that all information provided by the client is accurate and that the physical and chemical properties of the components are as stated by the manufacturer.

NATIONAL CERTIFIED TESTING LABORATORIES

Michael E. Lane 

MICHAEL E. LANE
Division Manager



MEL/amb

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APPENDIX A
Forced Entry Resistance Test Results

Test Method: ASTM F588, "Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact".

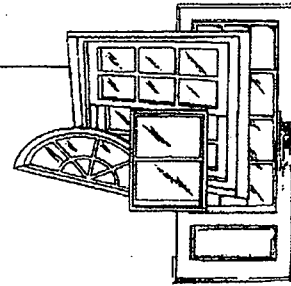
TEST RESULTS

<u>Paragraph No.</u>	<u>Loads</u>	<u>Duration</u>	<u>Measured</u>	<u>Allowed</u>
10.1-Lock Manipulation		5 Minutes	No Entry	No Entry
10.2.1.1-Test A1	L1=150 lbf	1 Minute	No Entry	No Entry
10.2.1.2-Test A2	L1=150 lbf L2=75 lbf interior	1 Minute	No Entry	No Entry
10.2.1.3-Test A3	L1=75 lbf L2=75 lbf exterior	1 Minute	No Entry	No Entry
10.2.1.4-Test A4	L1=300 lbf L2=75 lbf interior	1 Minute	No Entry	No Entry
10.2.1.5-Test A5	L1=300 lbf L2=175 lbf exterior	1 Minute	No Entry	No Entry
10.2.1.6-Test A6	L1=300 lbf L3= 30 lbf interior	1 Minute	No Entry	No Entry

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3/25/04

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Architectural Division • 7252 Narcoossee Rd. • Orlando, FL 32822
(407) 384-7744 • Fax (407) 384-7751
Web Site: www.ctlarch.com
E-mail: ctlarch.com



Report Number: CTLA -1332W
Report Date: January 21, 2005

STRUCTURAL PERFORMANCE TEST REPORT

Client: Energy Saving Products
P.O. Box 1119
Jasper, FL 32052

Product Type and Series: Series 2031/2041 Vinyl Fin/Flange Frame Single Hung Window
H-LC 55 48" x 84"

Test Specification: AAMA/NWWDA 101/LS-2-97 "Voluntary Specifications for
Aluminum, Vinyl (PVC) and Wood Window and Glass Doors"

Test Specimen

Frame:

Specimen #1: The extruded vinyl fin frame measured 49.250" wide x 85.250" high buck opening overall. The specimen utilized mitered and welded corner construction. The frame sill, head and jambs measured 2.700" wide x 2.625" high, reference drawing # (1824DIE). A 1.250" nailing fin was used to secure specimen to test buck. One (1) vinyl screen retainer measuring .585" wide x .381" wide was secured to the screen retaining leg of the frame sill with six (6) #6 x .750" Phillips F.H. Fasteners, reference drawing # (1877). One (1) vinyl snap-in head and sill insert measuring 1.391" wide x 1.250" high was attached to the frame head and sill, reference drawing # (1848DIE).

Specimen #2: The extruded vinyl flange frame measured 48.000" wide x 84.000" high buck opening overall. The specimen utilized mitered and welded corner construction. The frame sill, head and jambs measured 2.700" wide x 2.625" high, reference drawing # (1852DIE). One (1) vinyl screen retainer was secured to the screen retaining leg of the frame sill with six (6) #6 x .750" Phillips F.H. Fasteners, reference drawing # (1877). One (1) vinyl snap-in head and sill insert measuring 1.391" wide x 1.250" high was attached to the frame head and sill, reference drawing # (1848DIE).

Configuration:

All Specimens: Q One (1) S/H, Fixed lite top, One (1) operable sash bottom.
X

Ventilator:

All Specimens: One (1) Active Sash measured 45.250" wide x 34.500" high. One (1) Fixed Lite measured 44.500" wide x 46.125" high. Fixed meeting rail was secured to each frame jamb with one (1) "T" plastic bracket. Each bracket was fastened with three (3) #6 x .500" Phillips F.H. S.M.S. There were two (2) in each frame jamb and one (1) in each end of the fixed meeting rail. The Sash constructed from extruded vinyl and utilized mitered and welded corner construction. Sash stile measured 1.178" wide x 1.303" high (Drawing # 1810DIE). Fixed meeting rail measured .895" wide x 1.920" high (Drawing # 1826DIEREV1). Locking rail measured 1.427" wide x 1.303" high (Drawing # 1807DIEREV1).

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1/21/05

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Day-lite opening: All Specimens: One (1) Active Sash had a day-lite opening that measured 42.500" wide x 31.500" high. One (1) Fixed Lite had a day-lite opening that measured 42.250" wide x 43.500" high.

Weather-stripping:

All Specimens

<u>Quantity</u>	<u>Description</u>	<u>Location</u>
One (1) strip	Woolpile .230" high w/ integral plastic fin	Meeting rail interior
One (1) strip	Woolpile .230" high w/ integral plastic fin	Sash top rail exterior
One (1) strip	Woolpile .230" high w/ integral plastic fin	Each sash stile exterior
One (1) strip	Woolpile .230" high w/ integral plastic fin	Each sash stile jamb side
One (1) strip	Woolpile .230" high w/ integral plastic fin	Sash bottom rail exterior
One (1) strip	Woolpile .230" high w/ integral plastic fin	Sash bottom rail interior

Hardware & Location:

All Specimens

<u>Quantity</u>	<u>Description</u>	<u>Location</u>
Two (2)	Block and Tackle balances	One (1) per frame jamb
Two (2)	Metallic Tilt Latch	One (1) 1.500" c/l from each sash top rail corner
Two (2)	Metallic Cam Locks	One (1) 7.00" c/l from each sash top rail corner
Two (2)	Metallic keeper	One (1) 7.00" c/l per each corner fixed meeting rail
Two (2)	Plastic Snap latches	One (1) 9.00" c/l from each end Sash btm. rail
Two (2)	2.00" long plastic balance shoes	One (1) per each sash bottom rail.

Glazing: .750" Interior glazed overall with a silicone back bedding compound .5625" glazing bite and a vinyl snap in glazing bead. Inboard lite surface .1875" Heat Strengthen glass with inner layer Polyester film 15-mil. Outboard lite surface .1875" Heat Strengthen glass with inner layer Polyester film 15-mil. .390" air space with an aluminum reinforced butyl spacer (Code# A5-S).

Sealant: A narrow joint sealant was used on all frame corners, fixed meeting rail and vent corners

Weep System: Two (2) weep holes measuring 1.000" wide x .250" high were located in the frame sill face weeping to the exterior. The weep holes were located at 4.500" c/l from each frame sill and jamb corner. Each weep hole utilized a plastic snap-in weep hole cover. Two weep holes measuring .375" wide x .125" high were located in the exterior of the screen retaining leg, and were located at 3.375" c/l from each frame sill and jamb corner.

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1/21/05

Reinforcement: All Specimens: One (1) "U" shape galvanized steel reinforcement measuring .519" wide x .687" wide x 12 ga. (.105") thick was inserted in the fixed meeting rail, reference drawing # (9057DIE). One (1) "U" shaped galvanized steel reinforcement measuring .513" wide x .838" high x 12 ga. (.105") thick was inserted in each sash stile, reference drawing # (9053DIE-C). One (1) "L" shaped aluminum reinforcement measuring .465" wide x .690" high x .140" thick was inserted in each frame jamb exterior leg, reference drawing # (9054DIE). One (1) square steel reinforcement measuring .750" wide x .375" high was inserted in the sash (lock) top rail, reference drawing # (PDE-102).

Additional Description: Specimen #1: Tested with a 1.00" x 2.00" wood furring strip over wood nailing fin. The furring strips were secured around the exterior perimeter of the frame with twenty-eight (28) #6 x 1.500" Phillips F.H. wood screws. Five (5) at each frame head and sill located at 3.00" from each corner and 12.00" c/l thereafter. Nine (9) in each frame jamb located at 3.00" from each corner and 12.00" c/l thereafter.

Screen: Roll formed aluminum frame with plastic corners keys, vinyl spline and fiberglass mesh. Two (2) plastic pull-tab and two (2) spring retainer clips.

Installation: Specimen #1: (Fin Frame) Twenty-four (24) #10 x 1.500" Phillips P.H. S.M.S. fasteners were used to secure the specimen to the 2.00" x 4.00" S.Y.P. wood nailing fin in the following manner: Four (4) in each frame head and sill located at 8.000", 20.000", 31.500" and 43.000" measuring from left jamb to right jamb. Eight (8) in each frame jamb located at 4.000" 15.000" 27.000", 38.000", 49.500", 61.000", 72.250 and 83.500" measuring from frame head to frame sill.

Specimen #2: (Flange Frame) Sixteen (16) #10 x 2.00" Phillips P.H. S.M.S. fasteners were used to secure the specimen to the 2.00" x 10.00" S.Y.P. wooden test buck in the following manner: Three (3) in each frame head and sill located at 3.500", 23.500" and 43.500" measuring from left jamb to right jamb. Five (5) in each frame jamb located at 3.500" 22.000" 41.000", 62.500" and 50.500" measuring from frame head to frame sill.

Surface Finish: White

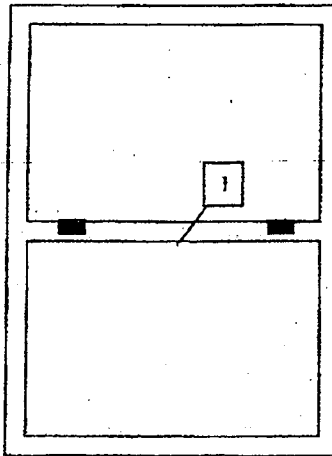
Comment: Nominal 2-mil polyethylene film was used to seal against air leakage during structural loads. The film was used in a manner that did not influence the test results.

*h2 Sub P.E.
1/21/05*

Performance Test Results

Specimen #1				
Paragraph No.	Title of Test	Method	Measured	Allowed
2.1.2	Air Infiltration @ 1.57psf	ASTM E 283-99	.008 cfm/ft ²	.30 cfm/ft ²
The specimen tested exceeds the performance levels specified in AAMA/NWDA 101/L.S.2-97 for air infiltration.				
*2.1.3/4.3	Water Resistance 5.0 gph/ft ² WTP=8.25 psf	ASTM E 547-00 Four (4) 5 min. cycles ASTM E 331-00 Fifteen (15) min. duration	No Entry No Entry	No Entry No Entry
*Testing conducted with and without insect screen.				
2.1.4.2/4.4.2	Uniform Load Structural Permanent Deformation	ASTM E330-02 Ten (10) second load duration		
	@ 82.5 psf Positive (DP 55)	Loc.1	0.032"	0.181"
	@ 82.5 psf Negative (DP 55)	Loc.1	0.034"	0.181"

Measurement Location



Location (1) - Max. allowable Perm. Set after test load at center of sash top rail (0.4% of 45.250" span) = 0.181"

h22 *1/21/08* *P-E*

Performance Test Results: Continued

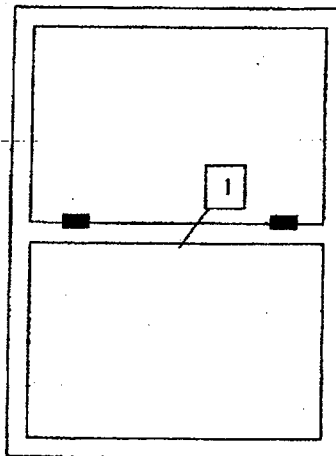
<u>Specimen #1</u> <u>Paragraph No.</u>	<u>Title of Test</u>	<u>Method</u>	<u>Measured</u>	<u>Allowed</u>
2.2.19.5.1	Operating Force To Open To keep in motion	AAMA/NWWDA 101/LS.2-97 Sash Sash	32 lbs 30 lbs	35 lbs 35 lbs
2.1.7	Welded Corner Test	AAMA/NWWDA 101/LS.2-97	Passed	Passed
2.1.8	Forced Entry Resistance Test A Test B Test C Test D, E, & F Test G	AAMA 1302.5-76	Less than 1/2" Less than 1/2" Less than 1/2" Less than 1/2" Less than 1/2"	1/2" 1/2" 1/2" 1/2" 1/2"
2.2.1.6.2	Deglazing Top Rail 70 lbs. Bottom Rail 70 lbs. Left Stile 50 lbs. Right Stile 50 lbs.	ASTM E 987-88	.030" = 5.33% <100% .039" = 6.93% <100% .018" = 2.20% <100% .021" = 3.73% <100%	

*h = total P.E
1/247 ps*

Performance Test Results

Specimen #2 Paragraph No.	Title of Test	Method	Measured	Allowed
2.1.2	Air Infiltration @ 1.57psf	ASTM E 283-99	.016 cfm/ft ²	.30 cfm/ft ²
The specimen tested exceeds the performance levels specified in AAMA/NWDA 101/I.S.2-97 for air infiltration.				
*2.1.3/4.3	Water Resistance 5.0 gph/ft ² WTP=8.25 psf	ASTM E 547-00 Four (4) 5 min. cycles ASTM E 331-00 Fifteen (15) min. duration	No Entry	No Entry
*Testing conducted with and without insect screen.				
2.1.4.2/4.4.2	Uniform Load Structural Permanent Deformation @ 55 psf Positive (DP 55) @ 55 psf Negative (DP 55)	ASTM E330-02 Ten (10) second load duration	Loc.1 0.030" Loc.1 0.038"	0.181" 0.181"

Measurement Location



Location (1) - Max. allowable Perm. Set after test load at center of sash top rail (0.4% of 45.250" span) = 0.181"

Log Entry P. 15
1/21/05

Performance Test Results: Continued

Specimen #2				
Paragraph No.	Title of Test	Method	Measured	Allowed
2.2.19.5.1.	Operating Force	AAMA/NWWDA 101/LS.2-97		
	To Open	Sash	34 lbs	35 lbs
	To keep in motion	Sash	32 lbs	35 lbs
2.1.7	Welded Corner Test	AAMA/NWWDA 101/LS.2-97	Passed	Passed
2.1.8	Forced Entry Resistance	AAMA 1302.5-76		
	Test A		Less than 1/2"	1/2"
	Test B		Less than 1/2"	1/2"
	Test C		Less than 1/2"	1/2"
	Test D, E, & F		Less than 1/2"	1/2"
	Test G		Less than 1/2"	1/2"
2.2.1.6.2	Deglazing	ASTM E 987-88		
	Top Rail 70 lbs.		.032" = 5.69% <100%	
	Bottom Rail 70 lbs.		.038" = 6.76% <100%	
	Left Stile 50 lbs.		.020" = 3.56% <100%	
	Right Stile 50 lbs.		.022" = 3.91% <100%	

Test Date: November 16, 2004

Test Completion Date: November 17, 2004

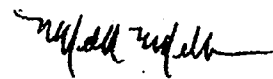
Handwritten signature: K. A. Smith P.E.
Handwritten date: 1/21/05

Remarks: Detail drawings were available for laboratory records and comparison to the test specimen at the time of this report. A copy of this report along with representative sections of the test specimen will be retained by CTL for a period of four (4) years. The results obtained apply only to the specimen tested.

This test report does not constitute certification of this product, but only the above test results were obtained using the designated test methods and they indicate compliance with the performance requirements (paragraphs as listed) of the above referenced specifications.

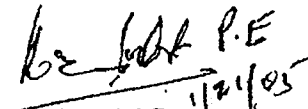
Certified Testing Laboratories assumed that all information provided by the client is accurate and that the physical and chemical properties of the components are as stated by the manufacturer.

Certified Testing Laboratories, Inc.



Michael Miller
Senior Lab Technician
Architectural Division

cc: ESP (2)
 Keystone (2)
 Jim Moore PTC (1)
 Ramesh Patel P.E. (1)
 File (1)



Ramesh Patel, P.E.
Florida Reg. #20224

Energy Saving Products

*STRUCTURAL/ IMPACT
PERFORMANCE TEST REPORT*

*Series "2036" (Fin) and "2046" (Flange) Fixed Vinyl
Lite Vinyl Prime Window*

NCTL-210-2944-2



Cline Design
001652

ROA_04352

**Saving
Products of Florida, Inc.**

P. O. Box 1119 • Jasper, Florida 32052

SINGLE HUNG INSTALLATION

ROUGH OPENING

1. Check to be sure the opening is proper size.
2. Sill plate must be level.
3. Provide $\frac{1}{4}$ to $\frac{1}{2}$ inch of clearance on both height and width.
4. In wood frame installations, cover the outside face of the opening with strips of asphalted building paper or other material as specified by local building code. Overlap sides over bottom strip. Top strip is applied over nailing fin after window is installed.

UNIT

1. Open and operate sash and check that the unit operates properly before installing.
2. Close and lock sash.

INSTALLATION PROCEDURE

- 1a. In wood frame construction, apply a continuous bead of sealant (bedding joint) around the full perimeter of the backside of the mounting fin. Apply the sealant in line with any pre-punched holes on the mounting fin.
- 1b. In masonry construction, sealant may be applied around the entire back at the point where the backside (interior surface) of the mounting flange will make contact with the seal.
2. Center unit in opening.
3. Select and apply shims
4. Adjust the shims and check the window for level, plumb, and true. Make sure the window is not bowed in or out. Distance between jambs at Meeting Rail should measure the same as Head and Sill.
- 5a. For wood frame installations fasten the upper corner in place through the nail fin. Do not drive the fastener all the way in.
- 5b. For concrete/masonry wall installations fasten the upper corner in place through the balance channel. Do not drive the fastener all the way in.
6. Make sure the window is square, operates smoothly, and operable sash are sitting square in their openings.
7. Fasten the corner diagonally opposite the upper corner that was fastened first.
8. Continue to fasten sides, top, and bottom through the mounting fin; rechecking the unit to ensure it is set plumb, level, square, and true. Fastener heads should not compress the nail fin when put in place.
9. If applying additional insulation behind jambs and under sill be careful not to bow frame in.
10. In wood frame installations the top flashing strip is applied over nailing fin after window is installed at this time.

Shelley J. B. [Signature]
6/17/02

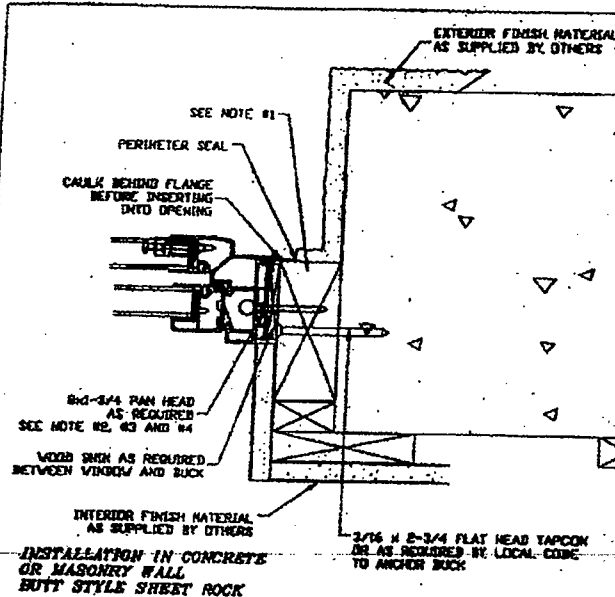
Cline Design
001653

ROA_04353

Energy Saving Products of Florida, Inc.

Our Name Says It All!

P. O. Box 1119 • Jasper, Florida 32052

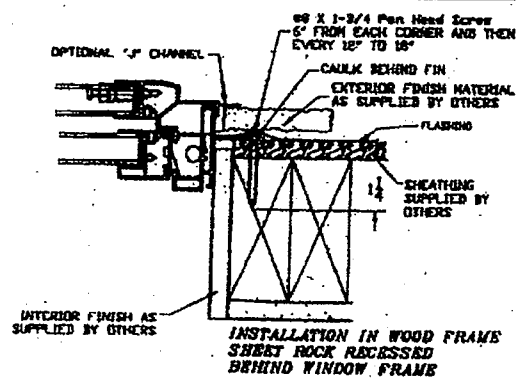
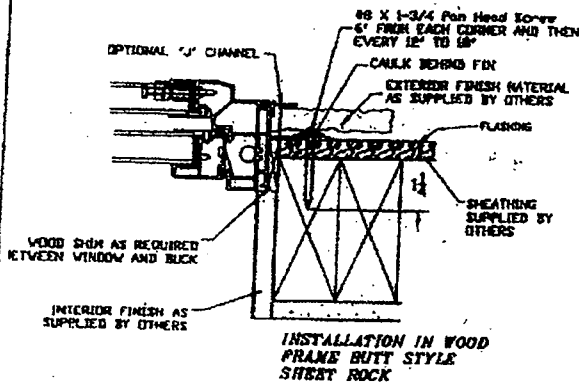


NOTE:

- 1.) IT IS RECOMMENDED THAT A BUCK 1-1/2" THICK OR GREATER BE SECURED TO THE OPENING WITH 3/16" TAPCONS OF A LENGTH TO HAVE 1 1/4" PENETRATION INTO MASONRY OR CONCRETE. THE SCREENS SHOULD BE PLACED 6" FROM EACH CORNER AND 24" ON CENTER.
- 2.) ANCHOR/MOUNTING SCREENS PLACED IN THE BALANCE CHANNELS NEED TO HAVE 3/8" DIAMETER HOLES PRE DRILLED SO THAT THE BOREN HEADS DO NOT INTERFERE WITH BALANCE SHADE OPERATION. THE 3/8" HOLES IN THE BUCK BALANCE CHANNEL GO THROUGH ONE WALL ONLY. CAUTION: DO NOT DRILL THROUGH THE OUTER WALL OF THE WINDOW FRAME.
- 3.) ANCHOR/MOUNTING SCREENS ARE APPLIED THROUGH THE BALANCE CHANNEL IN THE JAMB. SCREENS ARE LOCATED AT THE HEAD (ABOVE THE BALANCE) AND AT THE WEETING WALL, JUST BELOW THE BALANCE AND ABOVE THE BALANCE SHADE AT ITS UPPER MOST POSITION. THE SCREEN AT THE BELL END OF THE JAMB SHOULD BE LOCATED AT THE BOTTOM OF THE BALANCE CHANNEL. WHEN THE BUCK IS LESS THAN 1-1/2" THICK USE A 3/16" TAPCON WITH A LENGTH TO HAVE 1-1/4" PENETRATION INTO THE CONCRETE/MASONRY.

FOR WINDOWS REQUIRED TO MEET IMPACT

- 4.) THE WINDOW IS SECURED TO THE BUCK WITH #8 SCREENS OF A LENGTH TO HAVE 1-1/4" PENETRATION INTO THE BUCK. THESE SCREENS SHOULD BE PLACED 3" TO 6" FROM EACH CORNER AND 12" TO 16" ON CENTER IN THE JAMB. THE SCREEN SPACING IN THE HEAD AND BELL WOULD BE 3" TO 6" FROM THE CORNER AND 16" TO 24" ON CENTER.



Robert J. Brink
6/17/02

Cline Design
001654

ROA_04354

TYVEK WRAP

WWW.TYVEK.COM

WWW.TYVEK.COM

T04062



PLAINTIFF'S
EXHIBIT

420

ROA_04355

Items not expressly included in Ex. 325(f) Watkins \$2.163m Estimate

Roofs

- 1) Most of high roofs
 - a. Underlayment and shingles
 - i. Correction of racking method of installation
 - ii. Correction of improperly set fasteners
 - b. kick out flashing — **UNLESS IN STUCCO**
 - c. ventilation
- 2) Most of Low roofs
 - a. Most underlayment and shingles
 - i. Correction of racking method of installation
 - ii. Correction of improperly set fasteners
 - b. Most apron flashing
 - c. K/O flashing
 - d. Ventilation
 - e. Improper gutter discharge orientation/method

JRW

Windows

- 3) Window replacement
- 4) Correction of window flashing — **EXCEPT AT STUCCO LOCATIONS**
- 5) R/R perimeter sealants — **EXCEPT AT STUCCO LOC**
- 6) Repair of structural damage below windows
- 7) Inspection of windows in excess of 109

JRW

Brick

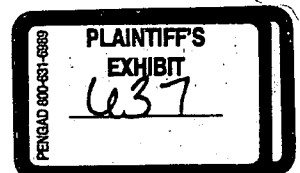
- 8) Brick replacement in excess of 5,944 SF
- 9) Correction of brick returns at windows

Balconies

- 10) One Third of Balcony Decks
- 11) Replacement of untreated Balcony sub-floor
- 12) T-Bar end dam replacement where concrete not replaced
- 13) Insertion of Missing Sealant at T-Bar end dams where concrete not replaced
- 14) Correction of railing anchorage
- 15) Water testing of balconies
- 16) Insertion of missing control joints
- 17) Correction of "L" column configuration (Hodgin)
- 18) Correction of slope in balcony framing
- 19) Aging of treated wood before application of adhesives

Siding

- 20) Original correct siding application



Misc

- 21) Gypcrete replacement under tile
- 22) R/R and lowering concrete walkways
- 23) Scaffolding above third floor balcony floor
- 24) Correction of cracking in exterior stairs and landings
- 25) Complete building warranty
- 26) Content moving, protection, and or storage
- 27) HVAC Power, filters, and servicing
- 28) Landscaping repair in excess of \$2,000
- 29) Site storage for materials
- ~~30) Building protection for work in process~~ JRW
- 31) Any managerial personnel except for a single project manager
- 32) Correction of the unsealed laps in air barrier on siding walls
- 33) Correction of first floor handrail fastening
- 34) Correction of anchorage/Simpson ties
- 35) Alternate parking for residents
- 36) Testing of all repairs
- 37) 1.25% bond
- 38) Fixing more than one bath tub
- 39) Hidden termite damage

HVAC

- 40) Moving Compressors
- 41) Matching expired line sets
- 42) Replacing mismatched equipment
- 43) correction of 3rd floor flex duct (IECC R8 v R6) and dampers
- 44) Installation of transfer grills
- 45) Installation of louvered doors at laundry rooms and mechanical closets
- 46) Under cutting of doors
- 47) Correction of dry well and dry well plumbing

Other MEP

- 48) Range wiring and circuit replacement (Ex 311 (7) ~~\$99,635~~) \$21,500 JRW
- 49) correction of excessive dryer length ducting
- 50) Installation of missing water heater pans, expansion tanks, sleepers, etc and re plumbing
- 51) Replacement of 4.5k water heaters with 6k water heaters

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

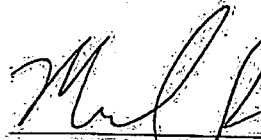
**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Michael Paolone, owner of 1900 Belle Isle Avenue, Unit 101,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.


Homeowner Signature

Dated: 8/11/16
Mt. Pleasant, South Carolina



One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

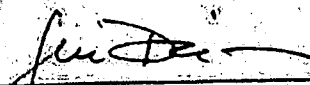
I, JOSEPH DINGMAN, owner of 1900 Belle Isle Avenue, Unit 102,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 17 AUG 2016
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS' ASSOCIATION, INC.**

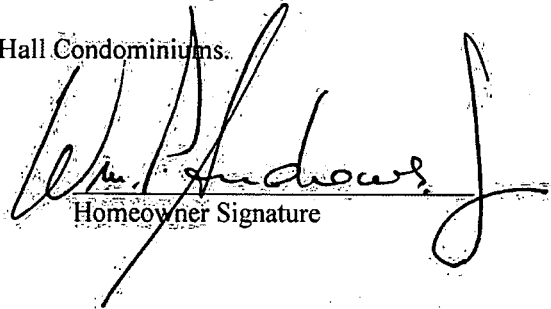
William P. Andrews, Jr., owner of 1900 Belle Isle Avenue, Unit 103,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: August 17, 2016
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

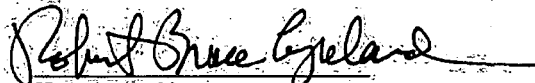
I, Robert Bruce Copeland owner of 1900 Belle Isle Avenue, Unit: 104

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: August 4, 2016
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, ARMANDO SAVEA, owner of 1900 Belle Isle Avenue, Unit 105,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/15/2016
Mt. Pleasant, South Carolina

Armando Savea
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, MARK GALVIN, owner of 1900 Belle Isle Avenue, Unit 201,
hereby confirm the assignment of my rights and causes of action, if any ("claims"), arising out of
or relating to the design, construction, and repair of the condominium regime and buildings
known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property
Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource
– Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other
services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing
Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and
distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: AUG 14, 2016
Mt. Pleasant, South Carolina

Mark F. Galvin
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Cheryl Belcher, owner of 1700 Belle Isle Avenue, Unit 202
hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of
or relating to the design, construction, and repair of the condominium regime and buildings
known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property
Owners' Association, Inc. ("POA").

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– Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other
services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing
Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and
distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/15/16
Mt. Pleasant/ South Carolina

Cheryl Belcher
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, John H. Brown
Vernette N. Brown, owner of 1900 Belle Isle Avenue, Unit 203

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/11/16
Mt. Pleasant, South Carolina

John H. Brown
Vernette N. Brown
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

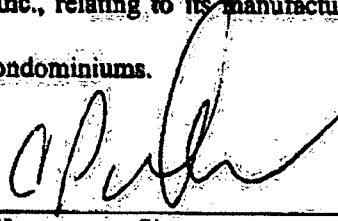
Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, Christopher DeLorenzo, owner of 1900 Belle Isle Avenue, Unit 204, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource - Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.


Homeowner Signature

Dated: 8/21/16
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, LANCE A. HASKELL owner of A10 Belle Isle Avenue, Unit 205
hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of
or relating to the design, construction, and repair of the condominium regime and buildings
known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property
Owners' Association, Inc. ("POA").

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– Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other
services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing
Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and
distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/5/16
Mt. Pleasant, South Carolina


Homeowner Signature

2013 CONTINGENCY FEE AGREEMENT

John C. Lucey, P.A. ("Client"), hires Justin O'Toole Lucey, P.A., ("Lawyer"), to attempt to obtain money and/or other remedy for injuries/damages sustained by the Client (or the person(s) in whose stead the Client stands) arising out of: condominium defects.

1. The Lawyer will be paid a contingency fee equal to one-third ($\frac{1}{3}$) of all money/value recovered in the matter.¹ The Lawyer's fee is based on the total amount recovered before any deductions. If there is no recovery, the Client will not owe the Lawyer anything. Client understands that the Lawyer makes no guarantees or promises about the outcome of the case.

2. There will be an additional fee of five percent (5%) if the case is appealed; is set for retrial following a mistrial, jury verdict, or judgment; or if there is an insurance carrier coverage suit or declaratory judgment action. If attorney's fees are recovered or awarded by the court, Lawyer will be entitled to the fee award or the contingency fee calculated on the total recovery, whichever is greater.

3. If the Client discharges the Lawyer, the Client will be responsible for reimbursing the Lawyer for all costs advanced or incurred by the Lawyer during the representation. If the Client thereafter recovers any money or value in the case, the Client will owe the Lawyer, as attorney's fees, an amount equal to the reasonable value of the services rendered by the Lawyer. The Client grants the Lawyer a security interest in the proceeds of any of recovery for costs and attorney's fees due to the Lawyer under this agreement.

4. Client is responsible for all costs incurred on Client's behalf. These costs include, but are not limited to, toll and copying charges, expert fees, deposition costs, electronic research, litigation support, and any other out-of-pocket expenses incurred. Lawyer may advance costs on the Client's behalf. The Lawyer will deduct these costs from amounts recovered, after the attorney's fee is deducted.

5. If there are other persons who are in a similar position to the Client, the Client authorizes the Lawyer to consolidate the claims and share expenses.

6. **Consent and Conflict Waiver.** The Client acknowledges the collective claims of the One Belle Hall Property Owners Association, Inc. ("POA") and individual One Belle Hall homeowners ("Homeowners") are strongest if brought as unified effort and the parties consent to prosecute said claims in POA's name, individual homeowners names, or any combination thereof that Lawyer deems beneficial or appropriate. If it appears more advantageous to pursue the claim in the POA's name, this Agreement shall constitute an assignment of the Homeowner's claim to the POA. Client waives any conflict that may exist between the POA and Homeowner claims and consents to joint and consolidated prosecution; and as part thereof, confirms that the intent of the POA and Homeowners is for recovered proceeds to prioritized first to structural and weatherproofing repairs/reconstruction; then to other repairs; and lastly to cosmetic repairs.

¹ The one-third contingency fee (33.3%) will be reduced to a 31% contingency fee if all One Belle Hall homeowners who are not affiliated with builder/developer retain undersigned Lawyer/join litigation efforts/assign claims to One Belle Hall Property Owners Association, Inc.

Date: 6/10/13

JDR
The Lawyer

[Signature]
The Client

Address: 1500 Belle Isle Ave Unit 301

MT. Pleasant SC 29464

Phone:

(H) 843-452-8909 (W) _____ (C) _____

E-mail: WCUJRE@COMCAST.NET

One Belle Hall Unit Number: 301

Original Purchaser (Please Circle One): YES OR NO

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, Jonathan Berthiaume, owner of 1900 Belle Isle Avenue, Unit 302, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/4/2016
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, Chesley Dycus, owner of 1900 Belle Isle Avenue, Unit 303,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Chesley Dycus
Homeowner Signature

Dated: 22 Aug 16
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Michelle Sinor
Member-Manager for, owner of 1900 Belle Isle Avenue, Unit 304
The Executive Group, LLC
hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: Aug 19 2016
Mt. Pleasant, South Carolina

Michelle Sinor
Homeowner Signature

Member-Manager

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

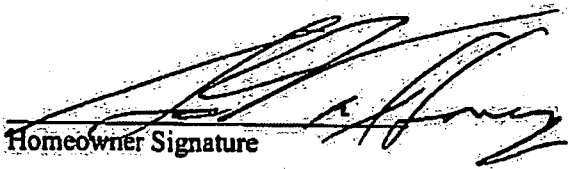
I, SEAN VAN HANSEN owner of 1400 Belle Isle Avenue, Unit 305

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8-10-16
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Wes Cotter, owner of 2000 Belle Isle Avenue, Unit 101, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/10/16
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Dorothy H. Schuermann, owner of 2000 Belle Isle Avenue, Unit 102, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/5/2016
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, David C. Helscher, owner of ²⁰⁰⁰~~103~~ Belle Isle Avenue, Unit 103

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

David C. Helscher
Homeowner Signature

Dated: Aug 10, 2018
Mt. Pleasant, South Carolina
Roanoke, Virginia

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Natalie Hudson, owner of 2000 Belle Isle Avenue, Unit 104, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Natalie Hudson
Homeowner Signature

Dated: 8/9/2016
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, Thomas Dove
Karen Thomsen, owner of 200 Belle Isle Avenue, Unit 105,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource - Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Thomas A. Dove
Karen Thomsen
Homeowner Signature

Dated: 8-11-16
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

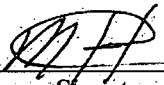
**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Michael Harper, owner of 2000 Belle Isle Avenue, Unit 106, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 17 AUG 2016
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, James H. Welborn, owner of 2012 Belle Isle Avenue, Unit 201,
hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of
or relating to the design, construction, and repair of the condominium regime and buildings
known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property
Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource
– Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other
services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing
Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and
distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/10/16
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.
v.
Trammell Crow Residential Company, et al.

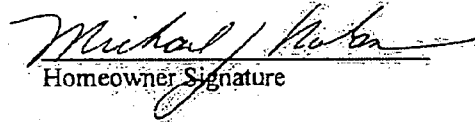
HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, MICHAEL J. NOLAN, owner of 2000 Belle Isle Avenue, Unit 202, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8-15-16
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Lauren Simms, owner of 2000 Belle Isle Avenue, Unit 203,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/5/16
Mt. Pleasant, South Carolina

Lauren Simms
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, ALEX J. ANDREWS, owner of 2006 Belle Isle Avenue, Unit 204,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/12/16
Mt. Pleasant, South Carolina

Alex J. Andrews
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Georgia Rasmussen, owner of 2000 Belle Isle Avenue, Unit 205, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8-5-16
Mt. Pleasant, South Carolina

Georgia Rasmussen
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, NATHAN VALLE, owner of 2000 Belle Isle Avenue, Unit 206,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Nathan Valle
Homeowner Signature

Dated: 16 Aug 2016
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, KURT CARBONERO, owner of 2000 Belle Isle Avenue, Unit 301, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8-14-16
Mt. Pleasant, South Carolina

Kurt Carbonero
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Ron Grilli, owner of 2000 Belle Isle Avenue, Unit 302,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/9/16
Mt. Pleasant, South Carolina

Ron Grilli
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Vasile Catalin Buhusi, owner of 2000 Belle Isle Avenue, Unit 303,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.



Homeowner Signature

Dated: 8/10/16
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

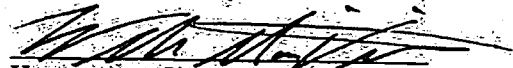
HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, William MacVittie, owner of 2000 Belle Isle Avenue, Unit 304, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 4. Aug '16
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Jeffrey D. Meuter, owner of 2000 Belle Isle Avenue, Unit 305,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/26/17
Mt. Pleasant, South Carolina

Jeffrey D. Meuter
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Cathy Jean Sineath & Glenn D. Gibbons, owner of 2000 Belle Isle Avenue, Unit 306,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Glenn D. Gibbons
Cathy Jean Sineath
Homeowner Signature

Dated: 8/4/2016
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

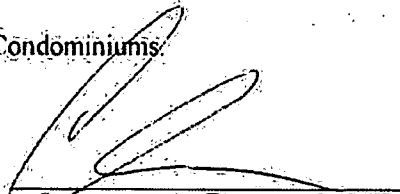
**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Clint Allen, owner of 100 Belle Isle Avenue, Unit 101,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

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This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.


Homeowner Signature

Dated: 8/10/16
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.
v.
Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

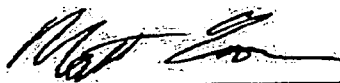
I, MATTHEW TOOMAN, owner of 2100 Belle Isle Avenue, Unit 102

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource - Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: August 5, 2016
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Linda M. Hill, owner of 2100 Belle Isle Avenue, Unit 103,
hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of
or relating to the design, construction, and repair of the condominium regime and buildings
known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property
Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource
– Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other
services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing
Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and
distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: August 10, 2016
Mt. Pleasant, South Carolina

Linda M. Hill
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

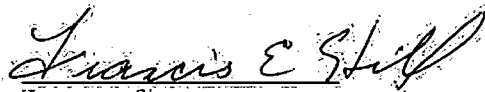
I, FRANCIS E. HILL, owner of 2106 Belle Isle Avenue, Unit 104

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8-3-16
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Lynn Keenan, owner of 2100 Belle Isle Avenue, Unit 105, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/23/2014
Mt. Pleasant, South Carolina

Lynn Keenan
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Natalia Krupenko, owner of 2100 Belle Isle Avenue, Unit 106, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 08/18/2016
Mt. Pleasant, South Carolina

N. Krupenko
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, MARVIN T. WEEK & SANDRA J. WEEK, owner of 2100 Belle Isle Avenue, Unit 201,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/3/16
Mt. Pleasant, South Carolina

Marvin T. Week / Sandra J. Week
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.
v.
Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, JM Gunter, owner of 2100 Belle Isle Avenue, Unit 202

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource - Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8-4-16
Mt. Pleasant, South Carolina

JM Gunter
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.
v.
Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, LEONARD TERZADISTA, owner of 2100 Belle Isle Avenue, Unit 203,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/4/16
Mt. Pleasant, South Carolina


Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

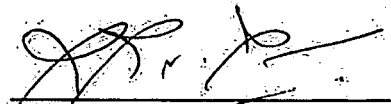
HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, SRINI VASAN, owner of 2100 Belle Isle Avenue, Unit 204, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8-19-16
Mt. Pleasant, South Carolina


Homeowner Signature

SRINI S. VASAN
UNIT 204

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, Joe and Susan Spain owner of 2100 Belle Isle Avenue, Unit 205
hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of
or relating to the design, construction, and repair of the condominium regime and buildings
known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property
Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource
– Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other
services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing
Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and
distribution of the shingles installed at the One Belle Hall Condominiums.

Joe D. Spain
Susan M. Spain
Homeowner Signature

Dated: 8-10-16
Mt. Pleasant, South Carolina

2013 CONTINGENCY FEE AGREEMENT

Alton and Pamela Weatherby, ("Client"), hires Justin O'Toole Lucey, P.A., ("Lawyer"), to attempt to obtain money and/or other remedy for injuries/damages sustained by the Client (or the person(s) in whose stead the Client stands) arising out of: condominium defects.

1. The Lawyer will be paid a contingency fee equal to one-third ($\frac{1}{3}$) of all money/value recovered in the matter.¹ The Lawyer's fee is based on the total amount recovered before any deductions. If there is no recovery, the Client will not owe the Lawyer anything. Client understands that the Lawyer makes no guarantees or promises about the outcome of the case.

2. There will be an additional fee of five percent (5%) if the case is appealed; is set for retrial following a mistrial, jury verdict, or judgment; or if there is an insurance carrier coverage suit or declaratory judgment action. If attorney's fees are recovered or awarded by the court, Lawyer will be entitled to the fee award or the contingency fee calculated on the total recovery, whichever is greater.

3. If the Client discharges the Lawyer, the Client will be responsible for reimbursing the Lawyer for all costs advanced or incurred by the Lawyer during the representation. If the Client thereafter recovers any money or value in the case, the Client will owe the Lawyer, as attorney's fees, an amount equal to the reasonable value of the services rendered by the Lawyer. The Client grants the Lawyer a security interest in the proceeds of any of recovery for costs and attorney's fees due to the Lawyer under this agreement.

4. Client is responsible for all costs incurred on Client's behalf. These costs include, but are not limited to, toll and copying charges, expert fees, deposition costs, electronic research, litigation support, and any other out-of-pocket expenses incurred. Lawyer may advance costs on the Client's behalf. The Lawyer will deduct these costs from amounts recovered, after the attorney's fee is deducted.

5. If there are other persons who are in a similar position to the Client, the Client authorizes the Lawyer to consolidate the claims and share expenses.

6. **Consent and Conflict Waiver.** The Client acknowledges the collective claims of the One Belle Hall Property Owners Association, Inc. ("POA") and individual One Belle Hall homeowners ("Homeowners") are strongest if brought as unified effort and the parties consent to prosecute said claims in POA's name, individual homeowners names, or any combination thereof that Lawyer deems beneficial or appropriate. If it appears more advantageous to pursue the claim in the POA's name, this Agreement shall constitute an assignment of the Homeowner's claim to the POA. Client waives any conflict that may exist between the POA and Homeowner claims and consents to joint and consolidated prosecution; and as part thereof, confirms that the intent of the POA and Homeowners is for recovered proceeds to prioritized first to structural and weatherproofing repairs/reconstruction; then to other repairs; and lastly to cosmetic repairs.

¹ The one-third contingency fee (33.3%) will be reduced to a 31% contingency fee if all One Belle Hall homeowners who are not affiliated with builder/developer retain undersigned Lawyer/join litigation efforts/assign claims to One Belle Hall Property Owners Association, Inc.

Date: 5/16/2013

J. O. Y.

The Lawyer

Pamela A. Wray

The Client

Address: PO Box 921668

Northcross GA 30010

Phone:

(H) 770 242 6600 (W) _____ (C) 678 983 8500

E-mail: pamela.wray@AOL.com WESLEY.PRAY@HOTMAIL.COM

One Belle Hall Unit Number: 206

Original Purchaser (Please Circle One): YES OR NO

2012 CONTINGENCY FEE AGREEMENT

Janelle West ("Client"), hires Justin O'Toole Lucey, P.A., ("Lawyer"), to attempt to obtain money and/or other remedy for injuries/damages sustained by the Client (or the person(s) in whose stead the Client stands) arising out of: condominium defects.

1. The Lawyer will be paid a contingency fee equal to one-third ($\frac{1}{3}$) of all money/value recovered in the matter.¹ The Lawyer's fee is based on the total amount recovered before any deductions. If there is no recovery, the Client will not owe the Lawyer anything. Client understands that the Lawyer makes no guarantees or promises about the outcome of the case.

2. There will be an additional fee of five percent (5%) if the case is appealed; is set for retrial following a mistrial, jury verdict, or judgment; or if there is an insurance carrier coverage suit, declaratory judgment action. If attorney's fees are recovered or awarded by the court, Lawyer will be entitled to the fee award or the contingency fee calculated on the total recovery, whichever is greater.

3. If the Client discharges the Lawyer, the Client will be responsible for reimbursing the Lawyer for all costs advanced or incurred by the Lawyer during the representation. If the Client thereafter recovers any money or value in the case, the Client will owe the Lawyer, as attorney's fees, an amount equal to the reasonable value of the services rendered by the Lawyer. The Client grants the Lawyer a security interest in the proceeds of any of recovery for costs and attorney's fees due to the Lawyer under this agreement.

4. Client is responsible for all costs incurred on Client's behalf. These costs include, but are not limited to, toll and copying charges, expert fees, deposition costs, electronic research, litigation support, and any other out-of-pocket expenses incurred. Lawyer may advance costs on the Client's behalf. The Lawyer will deduct these costs from amounts recovered, after the attorney's fee is deducted.

5. If there are other persons who are in a similar position to the Client, the Client authorizes the Lawyer to consolidate the claims and share expenses.

6. **Consent and Conflict Waiver.** The Client acknowledges the collective claims of the One Belle Hall Property Owners Association, Inc. ("POA") and individual One Belle Hall homeowners ("Homeowners") are strongest if brought as unified effort and the parties consent to prosecute said claims in POA's name, individual homeowners names, or any combination thereof that Lawyer deems beneficial or appropriate. If it appears more advantageous to pursue the claim in the POA's name, this Agreement shall constitute an assignment of the Homeowner's claim to the POA. Client waives any conflict that may exist between the HOA and Homeowner claims and consents to joint and consolidated prosecution; and as part thereof, confirms that the intent of the HOA and Homeowners is for recovered proceeds to prioritized first to structural and weatherproofing repairs/reconstruction; then to other repairs; and lastly to cosmetic repairs.

¹ The one-third contingency fee (33.3%) will be reduced to a 31% contingency fee if all One Belle Hall homeowners who are not affiliated with builder/developer retain undersigned Lawyer/join litigation efforts/assign claims to One Belle Hall Property Owners Association, Inc.

Date: 12 Nov 12

[Signature]
The Lawyer

Samuel S. West
The Client

Phone:

(H) ^{sw} 8 none Home (W) (843) 963-3723 Work (only until Feb12) (C) (843) 709-3802 Cell

E-mail: sassyJ85@aol.com

One Belle Hall Unit Number: 2100 #301

Original Purchaser (Please Circle One): YES OR NO

One Belle Hall Property Owners Association, Inc., et al.

v.

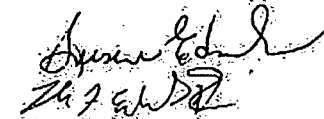
Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Thomas & Susan Edmunds, owner of 2100 Belle Isle Avenue, Unit 302, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource - Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.



Homeowner Signature

Dated: 8/14/16
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Karen C Coble owner of 2100 Belle Isle Avenue, Unit 303

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/13/16
Mt. Pleasant, South Carolina

Karen C Coble
Homeowner Signature

2013 CONTINGENCY FEE AGREEMENT

Su Nguyen and Diem Nguyen, ("Client"), hires Justin O'Toole Lucey, P.A., ("Lawyer"), to attempt to obtain money and/or other remedy for injuries/damages sustained by the Client (or the person(s) in whose stead the Client stands) arising out of: condominium defects.

1. The Lawyer will be paid a contingency fee equal to one-third ($\frac{1}{3}$) of all money/value recovered in the matter.¹ The Lawyer's fee is based on the total amount recovered before any deductions. If there is no recovery, the Client will not owe the Lawyer anything. Client understands that the Lawyer makes no guarantees or promises about the outcome of the case.

2. There will be an additional fee of five percent (5%) if the case is appealed; is set for retrial following a mistrial, jury verdict, or judgment; or if there is an insurance carrier coverage suit or declaratory judgment action. If attorney's fees are recovered or awarded by the court, Lawyer will be entitled to the fee award or the contingency fee calculated on the total recovery, whichever is greater.

3. If the Client discharges the Lawyer, the Client will be responsible for reimbursing the Lawyer for all costs advanced or incurred by the Lawyer during the representation. If the Client thereafter recovers any money or value in the case, the Client will owe the Lawyer, as attorney's fees, an amount equal to the reasonable value of the services rendered by the Lawyer. The Client grants the Lawyer a security interest in the proceeds of any of recovery for costs and attorney's fees due to the Lawyer under this agreement.

4. Client is responsible for all costs incurred on Client's behalf. These costs include, but are not limited to, toll and copying charges, expert fees, deposition costs, electronic research, litigation support, and any other out-of-pocket expenses incurred. Lawyer may advance costs on the Client's behalf. The Lawyer will deduct these costs from amounts recovered, after the attorney's fee is deducted.

5. If there are other persons who are in a similar position to the Client, the Client authorizes the Lawyer to consolidate the claims and share expenses.

6. **Consent and Conflict Waiver.** The Client acknowledges the collective claims of the One Belle Hall Property Owners Association, Inc. ("POA") and individual One Belle Hall homeowners ("Homeowners") are strongest if brought as unified effort and the parties consent to prosecute said claims in POA's name, individual homeowners names, or any combination thereof that Lawyer deems beneficial or appropriate. If it appears more advantageous to pursue the claim in the POA's name, this Agreement shall constitute an assignment of the Homeowner's claim to the POA. Client waives any conflict that may exist between the POA and Homeowner claims and consents to joint and consolidated prosecution; and as part thereof, confirms that the intent of the POA and Homeowners is for recovered proceeds to prioritized first to structural and weatherproofing repairs/reconstruction; then to other repairs; and lastly to cosmetic repairs.

¹ The one-third contingency fee (33.3%) will be reduced to a 31% contingency fee if all One Belle Hall homeowners who are not affiliated with builder/developer retain undersigned Lawyer/join litigation efforts/assign claims to One Belle Hall Property Owners Association, Inc.

Date: 6-4-13

QOR
The Lawyer

[Signature]
The Client

Address: 2100 Belle Isle Ave #304

WA. Pleasant SC 29464

Phone:

(H) (843) 813-5213 (W) (843) 971-9333 (C) —

E-mail: van4045@yahoo.com

One Belle Hall Unit Number: #304

Original Purchaser (Please Circle One): YES OR NO

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, James L. Daryl, owner of 2106 Belle Isle Avenue, Unit 305, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/11/2016
Mt. Pleasant, South Carolina

James L. Daryl
Homeowner Signature

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

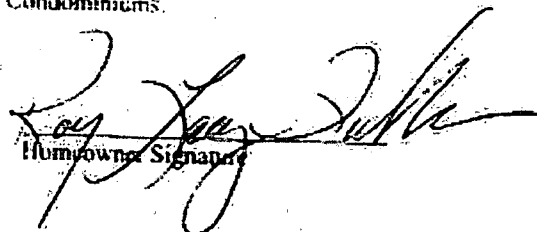
**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Gay Lacy Fuller, owner of 2200 Belle Isle Avenue, Unit 101, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource - Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. E/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 0806/2015
Mt. Pleasant, South Carolina


Homeowner Signature

2013 CONTINGENCY FEE AGREEMENT

James D. Smith, ("Client"), hires Justin O'Toole Lucey, P.A., ("Lawyer"), to attempt to obtain money and/or other remedy for injuries/damages sustained by the Client (or the person(s) in whose stead the Client stands) arising out of: condominium defects.

1. The Lawyer will be paid a contingency fee equal to one-third ($\frac{1}{3}$) of all money/value recovered in the matter.¹ The Lawyer's fee is based on the total amount recovered before any deductions. If there is no recovery, the Client will not owe the Lawyer anything. Client understands that the Lawyer makes no guarantees or promises about the outcome of the case.

2. There will be an additional fee of five percent (5%) if the case is appealed; is set for retrial following a mistrial, jury verdict, or judgment; or if there is an insurance carrier coverage suit or declaratory judgment action. If attorney's fees are recovered or awarded by the court, Lawyer will be entitled to the fee award or the contingency fee calculated on the total recovery, whichever is greater.

3. If the Client discharges the Lawyer, the Client will be responsible for reimbursing the Lawyer for all costs advanced or incurred by the Lawyer during the representation. If the Client thereafter recovers any money or value in the case, the Client will owe the Lawyer, as attorney's fees, an amount equal to the reasonable value of the services rendered by the Lawyer. The Client grants the Lawyer a security interest in the proceeds of any of recovery for costs and attorney's fees due to the Lawyer under this agreement.

4. Client is responsible for all costs incurred on Client's behalf. These costs include, but are not limited to, toll and copying charges, expert fees, deposition costs, electronic research, litigation support, and any other out-of-pocket expenses incurred. Lawyer may advance costs on the Client's behalf. The Lawyer will deduct these costs from amounts recovered, after the attorney's fee is deducted.

5. If there are other persons who are in a similar position to the Client, the Client authorizes the Lawyer to consolidate the claims and share expenses.

6. **Consent and Conflict Waiver.** The Client acknowledges the collective claims of the One Belle Hall Property Owners Association, Inc. ("POA") and individual One Belle Hall homeowners ("Homeowners") are strongest if brought as unified effort and the parties consent to prosecute said claims in POA's name, individual homeowners names, or any combination thereof that Lawyer deems beneficial or appropriate. If it appears more advantageous to pursue the claim in the POA's name, this Agreement shall constitute an assignment of the Homeowner's claim to the POA. Client waives any conflict that may exist between the POA and Homeowner claims and consents to joint and consolidated prosecution; and as part thereof, confirms that the intent of the POA and Homeowners is for recovered proceeds to prioritized first to structural and weatherproofing repairs/reconstruction; then to other repairs; and lastly to cosmetic repairs.

¹ The one-third contingency fee (33.3%) will be reduced to a 31% contingency fee if all One Belle Hall homeowners who are not affiliated with builder/developer retain undersigned Lawyer/join litigation efforts/assign claims to One Belle Hall Property Owners Association, Inc.

Date: 8/15/13

JOS
The Lawyer

Jimmy D. Smith
The Client

Address: 905 South Cedar Avenue

Andrews SC 29510

Phone:

(H) 843-264-9236 (W) 843-264-5341 (C)

E-mail: JimmyD.Smith@frontier.com

One Belle Hall Unit Number: 102

Original Purchaser (Please Circle One): ☒ YES OR NO

One Belle Hall Property Owners Association, Inc., et al.
v.
Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, Erik G. Brine, owner of 2200 Belle Isle Avenue, Unit 103, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource - Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.


Homeowner Signature

Dated: 11 Aug 16
Mt. Pleasant, South Carolina

2013 CONTINGENCY FEE AGREEMENT

R.O. Nason, ("Client"), hires Justin O'Toole Lucey, P.A., ("Lawyer"), to attempt to obtain money and/or other remedy for injuries/damages sustained by the Client (or the person(s) in whose stead the Client stands) arising out of: condominium defects.

1. The Lawyer will be paid a contingency fee equal to one-third ($\frac{1}{3}$) of all money/value recovered in the matter.¹ The Lawyer's fee is based on the total amount recovered before any deductions. If there is no recovery, the Client will not owe the Lawyer anything. Client understands that the Lawyer makes no guarantees or promises about the outcome of the case.

2. There will be an additional fee of five percent (5%) if the case is appealed; is set for retrial following a mistrial, jury verdict, or judgment; or if there is an insurance carrier coverage suit or declaratory judgment action. If attorney's fees are recovered or awarded by the court, Lawyer will be entitled to the fee award or the contingency fee calculated on the total recovery, whichever is greater.

3. If the Client discharges the Lawyer, the Client will be responsible for reimbursing the Lawyer for all costs advanced or incurred by the Lawyer during the representation. If the Client thereafter recovers any money or value in the case, the Client will owe the Lawyer, as attorney's fees, an amount equal to the reasonable value of the services rendered by the Lawyer. The Client grants the Lawyer a security interest in the proceeds of any of recovery for costs and attorney's fees due to the Lawyer under this agreement.

4. Client is responsible for all costs incurred on Client's behalf. These costs include, but are not limited to, toll and copying charges, expert fees, deposition costs, electronic research, litigation support, and any other out-of-pocket expenses incurred. Lawyer may advance costs on the Client's behalf. The Lawyer will deduct these costs from amounts recovered, after the attorney's fee is deducted.

5. If there are other persons who are in a similar position to the Client, the Client authorizes the Lawyer to consolidate the claims and share expenses.

6. **Consent and Conflict Waiver.** The Client acknowledges the collective claims of the One Belle Hall Property Owners Association, Inc. ("POA") and individual One Belle Hall homeowners ("Homeowners") are strongest if brought as unified effort and the parties consent to prosecute said claims in POA's name, individual homeowners names, or any combination thereof that Lawyer deems beneficial or appropriate. If it appears more advantageous to pursue the claim in the POA's name, this Agreement shall constitute an assignment of the Homeowner's claim to the POA. Client waives any conflict that may exist between the POA and Homeowner claims and consents to joint and consolidated prosecution; and as part thereof, confirms that the intent of the POA and Homeowners is for recovered proceeds to prioritized first to structural and weatherproofing repairs/reconstruction; then to other repairs; and lastly to cosmetic repairs.

¹ The one-third contingency fee (33.3%) will be reduced to a 31% contingency fee if all One Belle Hall homeowners who are not affiliated with builder/developer retain undersigned Lawyer/join litigation efforts/assign claims to One Belle Hall Property Owners Association, Inc.

Date: 8-8-13

JOB
The Lawyer

B.O. MASON
The Client

Address: 113 FOXCROSS DR.

HERNDONVILLE, TN 37075

Phone:

(H) 615 826 6311 (W) _____ (C) 731 676 3208

E-mail: NOSONBO@GMAIL.COM

One Belle Hall Unit Number: 201

Original Purchaser (Please Circle One): ☒ YES OR NO

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, Linda M. Barthel, owner of 2200 Belle Isle Avenue, Unit 202

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Linda M. Barthel
Homeowner Signature

Dated: 8-13-16
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

RANDY L. ROBINSON
I, **ANN K. ROBINSON**, owner of 2200 Belle Isle Avenue, Unit 203

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.



Homeowner Signature

Dated: _____
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

I, Dale R Stanley, owner of 2200 Belle Isle Avenue, Unit 301,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dale R Stanley

Homeowner Signature

Dated: 08/13/16
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Eoghan White, owner of 1760 Belle Isle Avenue, Unit 302, hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource - Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

E White

Homeowner Signature

Dated: Aug 18, 2016
Mt. Pleasant, South Carolina

One Belle Hall Property Owners Association, Inc., et al.

v.

Trammell Crow Residential Company, et al.

**HOMEOWNER ASSIGNMENT OF CLAIMS TO
THE ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.**

I, Ashley Holbrook, owner of 2200 Belle Isle Avenue, Unit 303,

hereby confirm the assignment of my rights and causes of action, if any ("claims") arising out of or relating to the design, construction, and repair of the condominium regime and buildings known as the One Belle Hall Condominiums, and my Unit, to the One Belle Hall Property Owners' Association, Inc. ("POA").

This assignment includes any claims I may have against Defendant, Builders FirstSource – Southeast Group, LLC ("BFS"), relating to its supply of windows, products, and/or other services for the construction of One Belle Hall Condominiums.

This assignment includes any claims I may have against Defendant, TAMKO Roofing Building Products, Inc. f/k/a TAMKO Roofing Products, Inc., relating to its manufacture and distribution of the shingles installed at the One Belle Hall Condominiums.

Dated: 8/12/16
Mt. Pleasant, South Carolina

Ashley Holbrook
Homeowner Signature

One Belle Hall Property Owners Association, Inc.
Board of Directors Resolution

At a duly noticed and convened meeting of the Board of Directors for One Belle Hall Property Owners Association, Inc., at which a quorum was duly noted, the following resolution(s) were moved, seconded, and unanimously passed:

WHEREAS, the Master Deed for the One Belle Hall Horizontal Property Regime provides the "Association shall maintain and keep in good repair as a Common Expense" the "General Common Elements," "Limited Common Elements" and "Area of Common Responsibility," which includes "roofs," "exterior walls," "exterior window surfaces," "porches/balconies," "stairways," "utility infrastructures," "landscape areas," "all other areas of the Regime of common use or necessary for its existence, upkeep, and life safety" and "areas by contract or agreement with any other person become the responsibility of the Association";

WHEREAS, the Master Deed for the One Belle Hall Horizontal Property Regime provides the "Association shall repair incidental damage to any Unit resulting from performance of work that is the responsibility of the Association";

WHEREAS, the Master Deed for the One Belle Hall Horizontal Property Regime provides "the Association, acting through its Board of Directors, has the right and authority to control, manage, operate, maintain, improve, and replace all portions of the Areas of Common Responsibility";

WHEREAS, the Master Deed of the One Belle Hall Horizontal Property Regime provides "the Association's Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all Owners claims, causes of action damage, and suits involving the same;" and

WHEREAS, all homeowner members of the One Belle Hall Property Owners Association, Inc. have, by agreement, assigned their claims previously asserted, currently asserted and which may be asserted in and/or otherwise arise out of the case of *One Belle Hall Property Owners Association, Inc. v. Trammell Crow Residential Company, et al.* (Case No. 2012-CP-10-7594) to the Association; and

WHEREAS, in light of the One Belle Hall Property Owners Association's duty to its members, specifically including its duties of maintenance, repair, and dispute resolution, and with due regard for the homeowners having entrusted the Association with the stewardship of construction claims, the Board of Directors for the One Belle Hall Property Owners Association, Inc. have determined that exercising its rights, as enumerated in the Master Deed, to: (a) assume the responsibility to maintain and repair all those building elements which are the subject of the claims in the case of *One Belle Hall Property Owners Association, Inc. v. Trammell Crow Residential Company, et al.* (Case No. 2012-CP-10-7594); and (b) assume the responsibility to prosecute and/or otherwise negotiate a resolution of the claims asserted in and/or otherwise arising out of the case of *One Belle Hall Property Owners Association, Inc. v. Trammell Crow Residential Company, et al.* (Case No. 2012-CP-10-7594) is in the best interest of and benefit all



Owners. Provided however, the Association's duty to correct original construction defects shall be limited to the extent repair funding is recovered from the at-fault parties. The Association's areas of responsibility for repair shall include, but are not limited to, the following:

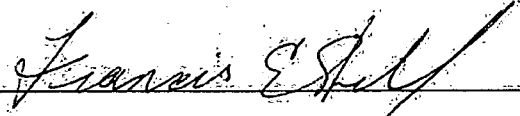
- 1) Roofs;
- 2) Stucco;
- 3) Siding;
- 4) Brick veneer;
- 5) Balconies and porches, including surfaces;
- 6) Exterior doors, door frames, and related parts;
- 7) Windows, including frames and glass;
- 8) HVAC systems and related parts;
- 9) Foundations and footings, including foundation waterproofing;
- 10) Plumbing lines and electrical lines; and
- 11) Party walls, including firewalls.

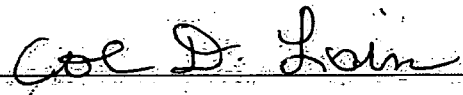
Further, pursuant to the Resolution regarding Repair Priorities previously adopted, the priority for the allocation of repair funds is as follows:

- 1) structural and weatherproofing repairs/reconstruction;
- 2) other repairs; and
- 3) the repair of interior paint and other finishes and repairs relating more to aesthetics than function.

And the resolution was so passed this 28th day of August, 2016:

 (Signature)
LEONCIO FERRADISTA - PRES. (Name, Position)

 (Signature)
FRANCIS E. HILL (Name, Position)
DIRECTOR

 (Signature)
JOE D. LAIN (Name, Position)
Board Member

(EXECUTED COPY)

THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT §15-48-10, et seq. CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

ONE BELLE HALL HORIZONTAL PROPERTY REGIME

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 8th day of FEBRUARY, 2006 by and between Belle Hall Direct 101 Limited Partnership, a Texas limited partnership (the "Seller"), and MARTIN T. MEEK AND SANDRA J. MEEK (the "Purchaser").

WITNESSETH

In consideration of the Total Purchase Price specified below, the mutual covenants and benefits provided for herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto do hereby agree as follows:

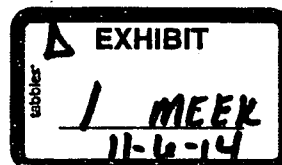
1. GENERAL. Seller agrees to sell, and Purchaser agrees to purchase, in accordance with the terms and conditions of this Agreement, Unit 201, BLDG 2100 (the "Unit") of One Belle Hall Horizontal Property Regime (the "Regime"), a horizontal property regime development in the Town of Mount Pleasant, Charleston County, South Carolina, with the property description of the Regime attached hereto and incorporated herein as Exhibit "A" and the floor plan for such Unit attached hereto and incorporated herein as Exhibit "B." The Regime was created pursuant to the Master Deed for One Belle Hall Horizontal Property Regime, which was or shall be recorded in the RMC Office for Charleston County, South Carolina (the "Master Deed"), prior to the Closing of the purchase and sale contemplated by this Agreement. The Unit, together with its percentage of undivided interest in the Common Elements of One Belle Hall Horizontal Property Regime, and its interest in the Limited Common Elements assigned to such Unit, is more particularly described in the Master Deed, and is shown and delineated on the plat of survey for One Belle Hall Horizontal Property Regime, which survey, plot plans and floor plans, which was or shall be recorded with the RMC Office for Charleston County, South Carolina, as Exhibits "C" and "D" to the Master Deed prior to the Closing of the purchase and sale contemplated by this Agreement.

2. PURCHASE PRICE. The total purchase price of the Unit is \$384,900 ("Total Purchase Price") and shall be paid as follows:

If the option for "Primary residence" or "Secondary residence (without rentals)" is selected in Paragraph 8 below, the following subparagraph (a) shall apply:

(a) All deposits made by Purchaser pursuant to this Paragraph 2 (the "Earnest Money") shall be consideration for Seller reserving the Unit for Purchaser and Seller agreeing not to sell the Unit to anyone other than Purchaser prior to the date set for Closing in Paragraph 3 hereof. Purchaser shall pay to Seller a total amount of Earnest Money equal to five percent (5%) of the Total Purchase Price of the Unit, which Earnest Money shall be paid as follows: Upon Purchaser's execution of this Agreement, Purchaser shall make an initial Earnest Money payment in the amount of Five Thousand Dollars (\$5,000), which amount shall include any previous deposits made by Purchaser in connection with a reservation agreement with Seller ("Initial Earnest Money Deposit"). On or before March 15, 2006, Purchaser shall pay to Seller an additional Earnest Money payment equal to five percent (5%) of the Total Purchase Price of the Unit, less the Initial Earnest Money Deposit. All Earnest Money paid by Purchaser in connection with this Agreement shall be made payable to Halter Realty Group, LLC (the "Escrow Agent"). In the event that any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Escrow Agent shall promptly notify Purchaser and Seller. Purchaser shall have three (3) banking days after such notice to deliver good funds to Escrow Agent. In the event that Purchaser fails to timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to the Purchaser. All Earnest Money shall be deposited in Escrow Agent's escrow account designated for the deposit of earnest monies received by

Purchase Agreement (33) (4)



OBH MEEK 224

Escrow Agent with respect to the Unit, and shall not be commingled with any other funds of Seller.

If the option for "Secondary residence (with rentals)," "Lease to third party," or "Other" is selected in Paragraph 8 below, the following subparagraph (a) shall apply:

(a) All deposits made by Purchaser pursuant to this Paragraph 2 (the "Earnest Money") shall be consideration for Seller reserving the Unit for Purchaser and Seller agreeing not to sell the Unit to anyone other than Purchaser prior to the date set for Closing in Paragraph 3 hereof. Purchaser shall pay to Seller a total amount of Earnest Money equal to ten percent (10%) of the Total Purchase Price of the Unit, which Earnest Money shall be paid as follows: Upon Purchaser's execution of this Agreement, Purchaser shall make an initial Earnest Money payment in the amount equal to five percent (5%) of the Total Purchase Price, which amount shall include any previous deposits made by Purchaser in connection with a reservation agreement with Seller ("Initial Earnest Money Deposit"). On or before February 15, 2006, Purchaser shall pay to Seller an additional Earnest Money payment equal to ten percent (10%) of the Total Purchase Price of the Unit, less the Initial Earnest Money Deposit. All Earnest Money paid by Purchaser in connection with this Agreement shall be made payable to Halter Realty Group, LLC (the "Escrow Agent"). In the event that any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn, Escrow Agent shall promptly notify Purchaser and Seller. Purchaser shall have three (3) banking days after such notice to deliver good funds to Escrow Agent. In the event that Purchaser fails to timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to the Purchaser. All Earnest Money shall be deposited in Escrow Agent's escrow account designated for the deposit of earnest monies received by Escrow Agent with respect to the Unit, and shall not be commingled with any other funds of Seller.

(b) Escrow Agent shall disburse the Earnest Money and all accrued interest, and the Total Upgrade Amount (if any) in accordance with the terms of this Agreement and the escrow agreement entered into by and between Seller and Escrow Agent. Prior to disbursing the Earnest Money other than at Closing, as such term is hereafter defined, Escrow Agent shall give all parties fifteen (15) days notice, stating to whom the disbursement will be made. Any party may object in writing to the disbursement, provided the objection is received by the Escrow Agent prior to the end of the fifteen (15) day notice period. All objections not raised in a timely manner shall be waived. In the event a timely objection is made, Escrow Agent shall consider the objection and shall do any or a combination of the following: (i) hold the Earnest Money for a reasonable period of time to give the parties an opportunity to resolve the dispute; (ii) disburse the Earnest Money and so notify all parties; and/or (iii) interplead the Earnest Money into a court with appropriate jurisdiction in Charleston County, South Carolina. Escrow Agent shall be reimbursed for and may deduct from the Earnest Money its costs and expenses, including reasonable attorneys' fees. No party shall seek damages from Escrow Agent (nor shall Escrow Agent be liable for same) for any matter relating to the performance of Escrow Agent's duties.

(c) The balance of the Total Purchase Price plus all Closing Costs which are the responsibility of the Purchaser hereunder shall be paid by Purchaser in cash or by certified check at the Closing of this purchase and sale.

(d) SELLER RESERVES THE RIGHT TO UTILIZE THE MONEY COLLECTED FROM PURCHASER FOR PAYMENT OF COSTS RELATED DIRECTLY TO UPGRADE FINISHES, IF ANY, AND THE CONSTRUCTION OF THE UNIT AS SET FORTH IN PARAGRAPH 15 OF THIS AGREEMENT.

3. CLOSING. The Closing on the purchase and sale of the Unit ("Closing") shall occur not more than fourteen (14) days after Seller notifies Purchaser of the completion of construction, or as soon thereafter as the necessary documents are prepared for Closing. Completion of construction shall be deemed to have occurred upon issuance of a certificate of occupancy by the Town of Mount Pleasant or other relevant governing authority. The Closing shall take place at the office of _____ located

at _____ ("Seller's Preferred Closing Attorney") at such specific reasonable time and date as shall be designated by Seller at least five (5) days prior to the Closing Date.

4. TITLE AND PERFORMANCE.

(a) Title. Purchaser acknowledges that the Unit he or she is to purchase may not now be a part of the Regime. Prior to consummation of the sale contemplated by this Agreement, Seller shall have submitted the Unit to the Master Deed. Title to the Unit shall be conveyed to Purchaser by special warranty deed, and title to the Unit shall be insurable and free and clear of all encumbrances, except the Unit shall be subject to the Master Deed, taxes not yet due and payable, and all other covenants, encumbrances, zoning ordinances, easements and restrictions of record ("Permitted Exceptions"). Good and marketable title shall be deemed to be title insurable by a national insurance company licensed to do business in South Carolina at its normal rates and containing only standard policy exceptions and those Permitted Exceptions set out above. Except as otherwise provided, this Agreement shall not survive the consummation of the purchase and sale contemplated by this Agreement and the delivery of the special warranty deed from Seller to Purchaser shall extinguish the responsibility of the Seller hereunder.

(b) RESPA Disclosure. As required by the Real Estate Settlement Procedures Act of 1974, Purchaser acknowledges that Seller has not directly or indirectly required Purchaser, as a condition of sale, to purchase either an owner or mortgagee's title insurance policy from any particular title company. Purchaser may elect to obtain such insurance from a company of Purchaser's choice and Purchaser shall pay, at Closing, the title insurance premium for such policy.

5. CLOSING COSTS AND PRORATIONS.

(a) Closing Costs. At Closing, Seller shall provide or pay for the preparation of the deed, cost of deed stamps, and all costs necessary to deliver marketable title, including recording of satisfactions. Purchaser shall pay all additional costs and fees incident to the securing of financing and the closing of the purchase and sale contemplated hereunder. If Purchaser obtains financing through Countrywide Home Loans (the "Preapproved Lender") and the Closing is held at the offices of Seller's Preferred Closing Attorney, Seller shall either pay directly Closing Costs or arrange discounts for Purchaser in an amount equal to Two Thousand Dollars (\$2,000).

(b) Contribution to Working Capital Fund of Association. In addition to all other sums due hereunder, Purchaser agrees at Closing to make a nonrefundable contribution to the working capital fund of the Association in an amount equal to two (2) months general assessments on the Unit.

(c) Ad Valorem Taxes.

(i) Purchaser acknowledges that, as of the year in which Closing takes place, the Unit may not have been a separately described and assessed parcel of real estate and that, in that event, ad valorem taxes for the Unit for the year in which Closing takes place will be assessed under a tax bill in the name of Seller which covers additional property. Should the Unit not be a separately described and assessed parcel of real estate, Purchaser agrees to pay Seller at Closing that portion of the tax for the year in which Closing takes place (based on the prior year if the tax bill for the year in which Closing takes place is not yet available) which shall be determined by multiplying the total tax bill by the percentage interest in the Common Elements assigned to the Unit in the Master Deed and then prorating the product of such multiplication as of the date of Closing. Seller agrees to pay the entire tax bill before it becomes delinquent and, upon written request from Purchaser or any first mortgagee of the Unit, to provide Purchaser or such mortgagee proof of payment. If the amount allocated to the parties is based upon an estimate and the actual bill varies from the estimate, the party

who paid too much shall have the right to adjust the prorated amount and the party who paid too little shall pay any increased amount based on the actual tax bill to the other party within ten (10) days of receipt of notice.

(ii) If, in the year in which Closing takes place, the Unit is a separately described and assessed parcel of real estate, then ad valorem taxes applicable to the Unit shall be prorated between the Seller and Purchaser as of the date of Closing. If the amount allocated to Purchaser is based upon an estimate and the actual bill varies from the estimate, the party who paid too much shall have the right to adjust the prorated amount and the party who paid too little shall pay any increased amount based on the actual tax bill to the other party within ten (10) days of receipt of notice.

(d) Common Expense Assessments. Purchaser shall be obligated to pay his or her pro rata share of the common expense assessment levied against the Unit, as provided in the Master Deed, for the year in which the Closing shall take place, which common expense assessment shall commence as to a Unit on the first day of the month following the conveyance of the Unit by Seller. Such common expense assessment shall be payable to One Belle Hall Property Owners Association, Inc. (the "Association"), by Purchaser in equal monthly installments, commencing on the first day of the calendar month immediately following the date of Closing, or as otherwise provided by the Board of Directors of the Association.

(e) Insurance Premiums. Purchaser acknowledges that, prior to Closing, either: (i) Seller will have pre-paid directly the Unit's pro rata portion of the annual premium on the hazard and liability insurance policies maintained by the Association or Seller; or (ii) the Association will have pre-paid such premium with funds previously contributed by Seller to the Association's account. At Closing, Purchaser shall reimburse the appropriate party for the Unit's pro rata portion of said annual premium from the date of Closing through the expiration date of the policies. Purchaser further acknowledges that such insurance policies shall be paid one year in advance. At Closing, Purchaser shall pay to the Association the difference between the amount of the Unit's share of the current year's full premium, and the amount paid by Purchaser as reimbursement for the Unit's pro rata portion of such annual premium, as set forth above, in order to ensure that the Association's budget has sufficient funds to pay the cost of the next annual premium, when it is due.

6. BROKERAGE AND AGENCY. Seller shall pay a real estate commission to Halter Realty Group, LLC (the "Listing Broker") pursuant to a separate commission agreement. In no event shall Seller have any obligation to pay any real estate commission except in the event of the Closing of this transaction in accordance with the terms of this Agreement. Except as may otherwise be provided, the Listing Broker has represented the Seller in this transaction. If Purchaser worked with or was represented by another cooperating broker, a disclosure of such brokerage relationship set forth in Exhibit "D" shall be a part of this Agreement. If no such brokerage relationship exists, there shall be no Exhibit "D" to this Agreement, and Purchaser acknowledges that Purchaser is solely responsible for protecting Purchaser's interests.

Except as set forth in this Paragraph, Purchaser and Seller represent and warrant to the other that each party has not dealt with another broker, agent, or finder in connection with this transaction and Purchaser and Seller covenant and agree, each to the other, to indemnify and hold each other harmless from any and all losses, damages, costs and expenses including, but not limited to, attorneys' fees and court costs that may be incurred or suffered as a result of any claim for any fee, commission, or similar compensation with respect to this transaction made by any person or entity and arising through the actions of the indemnifying party, whether or not such claim for any fee, commission, or similar compensation with respect to this transaction made by any person or entity is meritorious.

7. DISCLAIMER. Purchaser and Seller acknowledge that they have not relied upon any advice, representations or statements of Brokers and waive and shall not assert any claims against Brokers involving the same. The term "Broker" as used herein, shall mean those parties executing this Agreement as the Listing Broker and Selling

Broker, if applicable. Purchaser and Seller agree that Brokers shall not be responsible to advise Purchaser and Seller on any matter, including but not limited to the following: any matter which could have been revealed through a survey, title search or inspection of the Unit; the condition of the Unit, any portion thereof, or any item therein; the necessity or cost of any repairs to the Unit; hazardous or toxic materials; the tax or legal consequences of this transaction; the availability and cost of utilities or community amenities; the appraised or future value of the Unit; any condition(s) existing on the Regime that may affect the Regime; the terms, conditions and availability of financing; and the uses and zoning of the Regime whether permitted or proposed. Purchaser and Seller acknowledge that Brokers are not experts with respect to the above matters and that, if any of these matters or any other matters are of concern to them, they shall seek independent expert advice relative thereto.

8. PURCHASER'S REPRESENTATION REGARDING USE AND OCCUPANCY OF UNIT.

Purchaser hereby represents and warrants to Seller that Purchaser is purchasing the Unit for the following purpose (check the appropriate box):

- ☒ Primary residence;
- ☐ Secondary residence (without rentals);
- ☐ Secondary residence (with rentals);
- ☐ Lease to third party; or
- ☐ Other: _____

9. POSSESSION. Permanent possession of the Unit shall be delivered to Purchaser at the Closing.

10. ONE BELLE HALL PROPERTY OWNERS ASSOCIATION, INC.

(a) Governing Documents. Purchaser acknowledges that the Unit being purchased is a portion of the Regime and improvements that have been or will be made subject to the Master Deed referred to in Paragraph 1, and that certain Declaration of Office Park Covenants, Restrictions, Easements by Belle Hall Lane Investment, LLC, dated as of July 31, 2001, and recorded with the RMC Office for Charleston County, South Carolina on August 2, 2001, in Book X378, at Page 780, as may be amended (the "Office Park Covenants"). The nature and extent of the rights and obligations of the Purchaser in acquiring and owning the Unit will be controlled by and subject to the Master Deed and the Office Park Covenants, as well as the Articles of Incorporation, the Bylaws, and the rules and regulations of the Association. Purchaser agrees to comply with all of the terms, conditions and obligations set forth therein.

(b) Membership in Association. Upon conveyance of title to the Unit to Purchaser, Purchaser shall automatically become a member of the Association and shall be subject to the assessment obligations and other provisions set forth in the Master Deed, including the obligation of the Purchaser to pay a contribution to the working capital of the Association referred to in Paragraph 5(b) above.

(c) Regime Documents. The Master Deed and Bylaws of One Belle Hall Property Owners Association, Inc. (the "Bylaws") shall be formed under the provisions of Sections 27-31-10, et seq., South Carolina Code of Laws, 1976, as amended. The Master Deed and the Bylaws shall provide, in part, that every Owner of a Unit shall be liable for assessments for the purpose of insuring the Regime and maintaining, repairing and replacing the Common Elements of the Regime. Purchaser acknowledges receipt of a draft copy of the Master Deed, the Bylaws, the Articles of Incorporation of the Association, and the estimated budget of the Association (the "Regime Documents"), and further acknowledges and agrees to be bound by the Regime Documents following

* Notwithstanding anything to the contrary stated herein or represented by Broker or Seller, leasing of a Unit shall be permitted only in accordance with Paragraph 15 of the Master Deed.

conveyance of the Unit. In addition, Purchaser acknowledges and understands that the Regime Documents are subject to amendment as provided therein, and that, prior to Closing, Seller shall have the right to modify, change, revise, and amend the Regime Documents without Purchaser's approval, and that such modifications, changes, revisions, and amendments the Regime Documents shall not affect the validity of this Agreement. Such information as may have been or may hereafter be furnished to Purchaser concerning operating expenses of the Regime to be formed are projections only and Seller does not warrant the accuracy of such projections.

(d) Insurance. Purchaser hereby acknowledges that the Master Deed mandates that Purchaser maintain insurance on those portions on his or her Unit not insured by policies held by the Association and agrees to provide proof of such insurance prior to or at Closing. In the event that Purchaser fails to obtain insurance as required by this subparagraph and the Master Deed, the Association may purchase such insurance on behalf of the Purchaser and assess the cost thereof to the Purchaser, to be collected in the manner provided for collection of assessments under the Master Deed.

11. NONASSIGNABILITY BY PURCHASER. Purchaser's interest in this Agreement may not be transferred or assigned, in whole or in part, without the prior written consent of Seller.

12. DEFAULT.

(a) In the event Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and conditions of this Agreement, then Purchaser may declare Seller in default and, in such event, terminate this Agreement by giving written notice to Seller, whereupon the Earnest Money plus any funds deposited pursuant to Paragraph 15 shall be immediately returned to Purchaser, and all further rights, obligations and liabilities created hereunder shall be deemed terminated and of no further force and effect.

(b) In the event Purchaser shall have delivered the Earnest Money pursuant to this Agreement, and Purchaser shall fail to comply with or perform any of the covenants, agreements or other obligations to be performed by Purchaser under the terms and provisions of this Agreement, Seller shall be entitled to terminate this Agreement upon written notice to Purchaser, whereupon Seller shall be paid the Earnest Money, plus any funds deposited pursuant to Paragraph 15 as fixed and full liquidated damages. Purchaser acknowledges that it is impossible to more precisely estimate the specific damages to be suffered by Seller for which liquidated damages are payable pursuant to this Paragraph 12(b), but that the applicable sum stipulated as the amount of the liquidated damages is a reasonable amount. The parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of the Earnest Money, plus any funds deposited pursuant to Paragraph 15 as liquidated damages and not as a penalty, whereupon all rights, liabilities and obligations created under the terms and provisions of this Agreement shall be deemed null and void and of no further force or effect, except for each party's right to seek relief pursuant to Paragraph 14 for any actions taken by the other party.

13. RIGHT OF ACTION. All Purchasers hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the person(s) owning such units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once Seller no longer has the right to appoint and remove directors and officers, as set forth in Article III, Part A, Section 2 of the Bylaws, the Association's Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility (as that term is defined in the Master Deed) on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns.

14. MANDATORY BINDING ARBITRATION. The parties waive their right to a jury trial and agree that any disputes, claims, or controversies which arise or remain unresolved after Closing shall be resolved via final, binding arbitration conducted in accordance with the South Carolina Uniform Arbitration Act, S.C. Code Ann. § 15-48-10, *et seq.* If a conflict between those rules and the terms of this Agreement arises, then this Agreement shall control. The venue of the arbitration shall be exclusively in Charleston County, South Carolina. The parties agree that they will never attempt to litigate any such matters in any other forum or in any other manner. The parties agree to an expedited arbitration hearing and agree that the arbitration shall be heard and decided as soon as reasonably possible after notice of the demand for arbitration is provided in writing to the party to whom the demand for arbitration is made. Notwithstanding § 15-48-30 (which specifies the use of three arbitrators), the parties will use a single, unbiased arbitrator to decide all matters in dispute. If the parties are unable to agree on an arbitrator, then any party may petition the Charleston County Court of Common Pleas to appoint an arbitrator. In addition to the limited discovery permitted under § 15-48-80 in the discretion of the arbitrator, the parties shall exchange witness lists and exhibits at least ten (10) days prior to the arbitration hearing. In addition to all available legal and equitable remedies, any party is entitled to request and obtain from the arbitrator an award of injunctive relief (i.e., a temporary restraining order and temporary and permanent injunction) as an appropriate remedy to enforce this Agreement or prevent a continued violation of this Agreement, without having to post a bond or other security. The parties agree to (i) join into the arbitration proceeding hereunder or (ii) join any other arbitration proceeding being conducted by persons or entities related to the dispute that may be necessary to completely resolve the dispute, such as a future grantee, or regime purchaser. Payment of the costs of any such arbitration and attorneys' fees of the parties shall be allocated equitably by the arbitrator to correspond with the arbitrator's evaluation of the relative merits or lack thereof of the respective claims of the parties. The decision and award of the arbitrator shall be binding and conclusive, and judgment in conformity with the decision and award may be entered and enforced in any court of competent jurisdiction. Notwithstanding the above, if Seller provides a warranty to the Purchaser, either directly or through a third party warranty company, the terms, provisions, procedures and requirements of that warranty must first be followed and completely exhausted before Purchaser can pursue any claim for arbitration described herein.

INITIALS OF SELLER RLM

INITIALS OF PURCHASER May 2006

15. UNIT COMPLETION.

(a) Standard Finishes. Unless upgrade finishes are selected in accordance with subparagraph (b) below, the Unit shall be constructed substantially in conformance with the Floor Plan and the standard finishes for the Unit as selected by Seller in its sole discretion.

(b) Upgrade Finishes. Upgrade finishes, if any, shall be agreed upon by Seller and Purchaser by an amendment to this Agreement. In the event an amendment is entered into between the parties for upgrade finishes to the Unit, then the Purchaser shall pay the total costs and expenses of such upgrade finishes (the "Total Upgrade Amount") pursuant to the amendment, which Total Upgrade Amount shall be held and disbursed pursuant to the terms of this Agreement. Any amendment for the specification of upgrade finishes must be entered into on or before March 16, 2006, or the Unit shall be completed with standard finishes in accordance with subparagraph (a) above.

(c) Insulation. The type, thickness and R-Value of the insulation to be installed in each part of the Unit is disclosed on Exhibit "E" attached hereto and incorporated herein by this reference.

(d) Materials, Equipment and Fixtures. Seller reserves the right to substitute material, equipment, and fixtures of similar quality or design should Seller be unable to obtain those in the specifications through availability, model changes, or any other circumstances.

(e) Warranties. Seller shall assign and transfer to Purchaser at Closing all of Seller's right, title and interest in any and all warranties received by Seller from manufacturers supplying materials used and contractors performing work in the Unit specifically including any warranty received by Seller from the general contractor. Purchaser understands that the warranty period is defined in each warranty and shall begin to run from substantial completion by the general contractor on the property, which may be a different date than the date of Closing. Seller shall not provide any additional warranties to Purchaser other than those provided to Seller. Purchaser hereby acknowledges and affirms that except for the warranties of title to be included in Seller's instruments of conveyance to the Unit and the warranties to be assigned pursuant to this Paragraph at Closing, Seller does not, by the execution and delivery of this Agreement, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with the Closing, make any warranty, express or implied, of any kind or nature whatsoever, with respect to the Unit, including, but not limited to, gaps which may appear between any molding and wall, and all such warranties are hereby disclaimed.

(f) Certificate of Occupancy. Seller shall be responsible for obtaining a Certificate of Occupancy for the Unit prior to Closing. All parties acknowledge and agree that the Certificate of Occupancy is prima facie evidence that the Unit meets or exceeds all building code requirements.

16. INSPECTION.

(a) Prior to Closing, Purchaser and Seller (or Seller's authorized agent) shall inspect the Unit and execute a written list specifying all items, including any noted in previous inspections, that remain to be completed (the "New Home Orientation"). No items shall be part of the New Home Orientation, unless such items are submitted during the New Home Orientation. Purchaser acknowledges that Seller (or Seller's authorized agent) will make its best effort to complete all of the items specified in the agreed upon New Home Orientation on a timely basis as soon as reasonably possible, but the fact that any repairs, touch ups or adjustments are incomplete shall not constitute a valid reason for Purchaser's failure to close. The Unit shall be considered to be ready for Closing upon issuance of a certificate of occupancy. Purchaser further agrees that under no circumstances shall the Closing be delayed or postponed due to Purchaser or Seller's (or Seller's authorized agent) inability to inspect the Unit and execute a New Home Orientation prior to Closing and there shall be no withholding of any or all of Seller's proceeds at Closing for any such New Home Orientation items.

(b) Except for items set forth in the New Home Orientation, Purchaser expressly acknowledges acceptance of all conditions or circumstances existing in the Unit and waives and releases Seller, its agents, architects, contractors, employees and subcontractors, and Broker, from any claim, rights of action or suits seeking rescission of this Agreement, damages or other relief based upon, or relating to, any condition or circumstances existing on or in the vicinity of the Unit, except as may be covered by express warranty, if any, given the Purchaser by the Seller. Upon satisfactory disposition of the items set forth in the New Home Orientation, this acceptance, waiver and release shall apply to such items as well, except as may be covered by any express warranty.

17. NOTICES. Each notice, except for oral notice regarding Earnest Money (as set forth in Paragraph 2) the date and time of Closing (as set forth in Paragraph 3), and the inspection (as set forth in Paragraph 16), required or permitted to be given hereunder must comply with the requirements of this Paragraph. Each such notice shall be in writing and shall be delivered either by personally delivering it by hand or Federal Express or similar courier service to the person to whom notice is directed, or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability to deliver the

notice because of a change of address of the party of which no notice was given to the other party as provided below shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth below. Such addresses may be changed by either party by designating the change of address to the other party in writing.

18. FLOOR PLANS AND MODELS. Purchaser hereby acknowledges and agrees that any floor plans, renderings, drawings, and the like, furnished by Seller to Purchaser which purport to depict the Unit, or any portion thereof, or the building containing the same, are merely approximations, and do not necessarily reflect the actual as-built conditions of the same. The Purchaser further acknowledges and agrees that the decorations, furniture, furnishings, wallpaper, custom finishes, appliances, fixtures, and the like, contained in any model unit of One Belle Hall Horizontal Property Regime, are for demonstrative purposes only, and are not included in the property which is the subject of this Agreement.

19. SOUTH CAROLINA LAW. This Agreement concerns the sale of real property located in the State of South Carolina. This Agreement, and all of the relationships between the parties hereto, shall be construed and interpreted in accordance with the laws of the State of South Carolina.

20. TIME OF ESSENCE. Time is of the essence of this Agreement.

21. FORCE MAJEURE. Either party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when such delay is occasioned by cause or causes beyond the control of the party whose performance is so delayed and the time for performance shall be automatically extended for a like period. Such causes shall include, without limitation, all labor disputes; civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage; government regulations or controls, fire or other casualty, inability to obtain any necessary materials or services, hurricanes, tornadoes, tropical storms, flooding, severe weather damage, or other acts of God.

22. SEVERABILITY. The provisions of this Agreement are intended to be independent, and in the event any provision hereof should be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement.

23. CONSTRUCTION OF AGREEMENT. The Purchaser and Seller acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effect of all of the provisions of this Agreement and every part of the Regime Documents, all of which are incorporated herein by reference and made a part hereof, and the Purchaser agrees to the enforcement of any and all of these provisions and affixes his hand and seal hereto with full knowledge of same. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. It is further agreed that words of any gender used in this Agreement shall be held to include any other gender, any words in the singular number shall be held to include the plural wherever applicable, and that captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Paragraph or in any way affect this Agreement.

24. NON-RECORDATION OF AGREEMENT. Neither this Agreement nor any of the terms hereof, nor any other memorandum, affidavit or other document relating to or referring to this Agreement or the transactions contemplated hereby, whether directly or indirectly, shall ever be filed of record by or on behalf of Purchaser. If there occurs a violation of the preceding sentence, Seller may avail itself of any remedies available to it for breach of this Agreement at law or in equity.

25. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto. No agent, representative, salesman or officer of the parties hereto has authority to make, or has made, any statements, agreements, or representations, either oral or in writing, in connection herewith, modifying, adding to, or changing the terms and conditions hereof and neither party has relied upon any representation or warranty not set forth in this Agreement. No dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the terms hereof.

26. DISCLOSURES. Purchaser acknowledges the following:

(a) The Association budget provided to Purchaser is based on estimated expenses only and may increase or decrease significantly when the actual expenses of the Association become known.

(b) The Regime is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(c) The views and natural light available to a Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(d) The views from a Unit may vary depending upon the Unit's elevation and location within the building.

(e) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(f) No representations are made regarding the development potential of property located adjacent to the Regime.

(g) No representations are made regarding the schools that currently or may in the future serve the Regime.

(h) Since in every community there are conditions which different people may find objectionable, Purchaser acknowledges that there may be conditions outside of the Regime that Purchaser may find objectionable and that it shall be the sole responsibility of Purchaser to become acquainted with neighborhood conditions that could affect the Unit.

(i) Plumbing and concrete, tile and hardwood surfaces within a Unit may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

(j) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another. Sound transmission between Units is inherent in multi-family construction and is not a warrantable condition.

(k) The Regime floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any purchaser who is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(l) Seller's agents will be constructing portions of the Regime and engaging in other construction activities related to the construction of Common Elements. Such construction activities may, from time to time, produce certain conditions on the Regime, including, without limitation: (i) noise or sound that is objectionable

because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of persons on the Regime. Notwithstanding the foregoing, Purchaser agrees that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance or discomfort to Purchaser and shall not cause Seller and its agents to be deemed in violation of any provision of the Master Deed.

(m) Mold and/or mildew can grow in any portion of the Regime that is exposed to elevated levels of moisture. The Association and each Owner agree to: (i) regularly inspect the parts of the Regime that they respectively maintain, and which are visible and accessible without having to first remove building components or conduct invasive testing, for the existence of mold, mildew, and/or water intrusion and/or water damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Regime that they respectively maintain; (iii) remediate or replace, in accordance with current industry-accepted methods, any building material located in the parts of the Regime that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate, in accordance with current industry-accepted methods, all mold and/or mildew discovered in the parts of the Regime that they respectively maintain. In addition, the Association agrees to notify the Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Regime that they respectively maintain.

(n) Concrete surfaces are subject to cracking.

(o) The Unit may trap humidity created by general use and occupation of such space (cooking, bathing, laundering etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Purchaser, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially mold and/or mildew (see subparagraph (k) above).

(p) Portions of the Regime will not be landscaped and will be allowed to return to its natural state.

(q) Seller shall not be responsible for responding to or taking any affirmative action on behalf of the Association or an individual member of the Association to mitigate, alleviate, remedy or cure any off-site conditions that may directly impact the Regime or any portion thereof, and such inaction by the Seller shall not constitute a breach of fiduciary duty by the directors and officers of the Association that are appointed by the Seller, pursuant to Article III, Part A, Section 2 of the Bylaws of the Association.

(r) While the drainage system for surface water runoff on the Regime will be constructed in accordance with applicable governmental standards, the Regime may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

(s) Purchaser hereby grants Seller the right to obtain and use photography of the Regime (excluding the interior of a Unit) for publication and advertising purposes.

(t) Purchaser consents to the Seller changing, in its sole discretion, the Regime name and the street names and addresses in the Regime including the street address of the Unit before or after Closing.

(u) In constructing the Unit, Seller shall have the right to do the following: (i) locate the heating, wiring and electrical system, hot water heater, all plumbing lines, and gas and electric meters at Seller's discretion; (ii) remove trees, plants, shrubbery and rocks from the Regime; (iii) substitute construction materials, appliances,

equipment and fixtures from those specified in the construction specifications in Seller's reasonable discretion, provided that the substitutions are of equal or better quality materials, appliances, equipment and fixtures than those originally specified and provided. Purchaser agrees that industry standards, as determined in the reasonable exercise of Seller's discretion, shall govern the acceptability of any particular variance. The variations, substitutions and deviations referenced above shall not be the basis of any claim by Purchaser against Seller nor shall it be a basis for Purchaser not to accept the Unit or otherwise not fulfill Purchaser's obligations under this Agreement.

(v) Purchaser acknowledges that the performance and methods and practices of operating heating and cooling systems can be directly affected by the orientation and location of a room or Unit in relation to the sun. Seller shall, therefore, have no obligation other than to install a heating and cooling system at the Unit which has been sized and designed based on industry standards for the type and size of unit to be constructed and which functions in accordance with industry standards.

(w) The cost of upgrade finishes may not necessarily result in a commensurate increase in the value of the Unit.

(x) No representations are made that any room, wall, ceiling or floor in any dwelling on the Unit or any pipes located therein will be soundproof.

(y) No representations are made that the systems in the Unit including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer.

(z) Since trees and landscaping existing on the Regime prior to the commencement of construction thereon may be adversely affected or even killed by construction activities, Seller shall have no responsibility for the same.

(aa) Light may emit from the parking area located on the Regime as well as those located on adjacent properties.

(bb) Exhaust vents and louvers for venting from bathrooms, kitchens and laundry rooms are located on or near balconies, and noise, odors and grime may be emitted from such areas.

(cc) The Regime is not constructed to withstand all of the ravages of a hurricane and that in the event of the same there is the likelihood that exterior windows and doors may be cracked, damaged or blown in, that water from driving rains and/or flooding may penetrate the Unit from beneath and around patio doors and window openings, that roof shingles, roof flashing and/or roof membranes may be blown away or ripped off resulting in water penetrating the Unit and that in the event of a severe hurricane the Unit could be structurally damaged or destroyed.

(dd) The Regime is located within a retail center. No representations are made as to the noise levels that may be generated by such uses, nor the hours of operation of such uses.

(ee) As provided in Article VI, Section 3 of that certain Dedication and Cross Easement Agreement, Declaration of Restrictions and Consent for Lender by and among Belle-Hall Limited Partnership, a limited partnership organized and existing under the laws of the State of North Carolina, First Federal Savings and Loan Association of Charleston, a United States corporation, and Eastern Federal Corporation, a North Carolina corporation, dated June 2, 2000, and recorded with the RMC Office for Charleston County, South Carolina in Book S348, at Page 818, as may be amended, other parties shall have the right to use driveways and parking areas located on the Regime property; provided, however, the use of such parking areas shall be prohibited between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

27. ADVERTISING. Prior to Closing, Purchaser is prohibited from listing or advertising the Unit for sale in any real estate listing service and/or publication, on any online electronic medium and on any radio, television or any other medium for advertising.

28. SELLER'S RIGHT OF FIRST REFUSAL. Purchaser and Seller agree, and the deed of conveyance of the Unit to Purchaser shall provide that neither Purchaser nor any successor-in-title may transfer or convey any interest in the Unit to any third party without giving Seller a right of first refusal to repurchase the Unit upon the terms and conditions set forth below (hereinafter referred to as Seller's "Right of First Refusal").

(a) Notice. If Purchaser or any authorized successor-in-title to Purchaser desires to transfer title to the Unit under circumstances triggering Seller's Right of First Refusal hereunder, the party proposing to transfer title shall deliver to Seller written notice of such intent together with a copy of the contract for the sale of the Unit to a third party ("Third Party"). The Unit shall be offered for sale to Seller at the Total Purchase Price set forth in this Agreement. Any such transfer of title without notice to Seller as required hereunder, and, if applicable, waiver of Seller's rights, shall be null and void. Seller shall have ten (10) business days after receipt of notice to elect and the contract of sale with the Third Party to exercise its Right of First Refusal. The deed from Seller to Purchaser shall provide that if Seller fails to make election, or fails to waive its rights within such prescribed ten (10) business day period, Seller's Right of First Refusal shall be deemed waived. Thereafter, Purchaser shall have the right to sell the Unit to Third Party subject, however, to all covenants and limitations herein contained. In the event that Seller elects not to exercise its Right of First Refusal and such sale is not consummated, the terms and limitations of this Paragraph 28 shall again be imposed upon any sale made by Purchaser.

(b) Exercise. If Seller elects to exercise its Right of First Refusal, it shall do so by delivering written notice of election to the party proposing the transfer within ten (10) business days of receipt of the proposed contract of sale with the Third Party and written notice of the proposed transfer. Closing shall occur within forty-five (45) days after the date of receipt of Seller's notice of its exercise of its Right of First Refusal (the exact date, time, and location of closing of the repurchase to be selected by Seller). Reconveyance of the Unit to Seller shall be by special warranty deed (subject to the same exceptions to title set forth in the deed of conveyance to Purchaser and subject to standard and customary easements that do not hinder the use or development and/or construction of improvements upon the Unit or any portion thereof). The Purchaser shall pay all closing costs occurred in the closing. On or before closing, the owner of the Unit shall be required to pay any and all outstanding assessments or other charges due and owing under the Master Deed and shall cure or cause to be cured all title defects or title exceptions not existing at the time Purchaser acquired the Unit from Seller. If the title proposed to be reconveyed to Seller is subject to any defect not permitted in this Paragraph, Seller, in addition to all other rights and remedies which it may have at law or in equity, may remove such defect and deduct all costs and expenses incurred by Seller (including, but not limited to, reasonable attorneys' fees) from the amount of the repurchase price otherwise payable as provided in this Paragraph. Upon reconveyance, Seller shall pay to the owner of the Unit the repurchase price in funds immediately available in the Charleston County, South Carolina area. Ad valorem taxes and assessments shall be prorated as of 12:01 a.m. on the date of such reconveyance.

(c) Failure to Exercise. The failure of Seller to exercise its Right of First Refusal provided in this Agreement against Purchaser or any other party shall not constitute a waiver of such Seller's right against Purchaser or any other party with respect to future transfers.

(d) Termination of Seller's Right of First Refusal. Seller's Right of First Refusal shall expire on the earlier of the following events: (i) the date on which a final certificate of occupancy is issued on the last completed building on the Regime; or (ii) the date on which Seller executes a binding, non-contingent purchase agreement for the last of all units constructed on the Regime. Upon the occurrence of the earlier of the two (2) previously stated events, Seller's Right of First Refusal shall automatically terminate and be of no further force or effect. After termination and upon submission to Seller of a written request by Purchaser or Purchaser's successor-in-title and a

release in form and content satisfactory to Seller, Seller shall provide to Purchaser an executed release of its Right of First Refusal in recordable form. Neither issuance nor recordation of such release shall be necessary to terminate such rights after Seller's Right of First Refusal has expired.

(e) Exclusions. Seller's Right of First Refusal shall not apply to a transfer of the Unit by Purchaser to a leasehold tenant, the spouse of Purchaser, a person who is a direct lineal descendent of Purchaser, a trust whose beneficiaries are solely the spouse and direct lineal descendants of Purchaser, an entity which Purchaser owns, directly or indirectly, not less than fifty-one percent (51%) of such entity, an entity in which owns, directly or indirectly, not less than fifty-one percent (51%) of Purchaser, a person acquiring title pursuant to a foreclosure sale, or a person acquiring title by means of sale in lieu of foreclosure. Purchaser shall give Seller at least ten (10) calendar days notice prior to any of the transfers detailed within this subsection together with sufficient documentation to establish that the transfer is one of these such transactions.

(f) Mortgage Subordination. The deed of conveyance of a Unit to Purchaser shall provide that Seller's Right of First Refusal is subordinate to any recorded mortgage made in good faith for value securing a bona fide mortgage on the Unit.

29. WOOD INFESTATION REPORT. At Closing, Seller shall furnish Purchaser with evidence of soil treatment from a licensed termite control company.

30. DEFINITIONS. Capitalized terms not defined herein shall have the same meaning as provided in the Master Deed.

31. SURVIVAL. All terms, conditions, representations, and provisions contained herein shall extinguish upon Closing and delivery of the deed, except for Paragraphs 4 (Title), 5(b) (Contribution to Working Capital Fund of Association), 5(c) (Ad Valorem Taxes), 5(d) (Common Expense Assessments), 5(e) (Insurance Premiums), 6 (Brokerage and Agency), 7 (Disclaimer), 8 (Purchaser's Representation Regarding Use and Occupancy of Unit), 10(a) (Governing Documents), 13 (Right of Action), 14 (Mandatory Binding Arbitration), 15 (Unit Completion), 16 (Inspection), 18 (Floor Plans and Models), 19 (South Carolina Law), 22 (Severability), 23 (Construction of Agreement), 25 (Entire Agreement), 26 (Disclosures), 28 (Right Of First Refusal To Repurchase), 33(a) (Exhibits and Addenda), and 33(b) (Assignment of Garage Space(s) as a Limited Common Element(s)) hereof, which Paragraphs shall survive indefinitely.

32. OFFER. This Agreement, as executed by Purchaser, shall constitute an offer to Seller. Seller may accept the same, if at all, by delivering to Purchaser at least one executed original or copy of this Agreement prior to the time that Purchaser shall notify Seller, in writing, of Purchaser's revocation of this offer. The Binding Agreement Date of this Agreement is set forth on the execution page of this Agreement.

33. SPECIAL STIPULATIONS. The following stipulations, if in conflict with any preceding provision, shall control:

(a) Exhibits and Addenda. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

- ☐ Exhibit "A" - Regime Legal Description
- ☐ Exhibit "B" - Unit Floor Plan
- ☐ Exhibit "C" - No Financing Contingency OR Financing (choose one)

- ☐ Exhibit "D" - Selling Broker (if necessary)
- ☐ Exhibit "E" - Insulation R-value Disclosure
- ☐ Exhibit "F" - Consent and Joinder for the Assignment of Garage Space(s) as a Limited Common Element(s) (applicable only to those Units located on the second and third levels of a condominium building)
- ☐ Exhibit "G" - Agency Disclosure Brochure

(b) Assignment of Garage Space(s) as a Limited Common Element(s). Purchaser understands and acknowledges that pursuant to Paragraph 6 of the Master Deed, Seller may assign garage space(s) as Limited Common Element(s) appurtenant to the Unit. At closing, Seller shall designate garage space(s) _____ to serve the Unit, and at such time, Purchaser agrees that he or she shall accept such designation of garage space(s) as Limited Common Element(s) to the Unit by executing at closing the form of "Consent and Joinder" attached hereto as Exhibit "F" and incorporated herein by this reference. Purchaser hereby authorizes Seller to utilize the executed Owner Consent form in conjunction with the assignment of garage space(s) as Limited Common Element(s) to the Unit. **Purchaser further agrees to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials as may be reasonably necessary to effect the assignment of the Limited Common Element garage space(s) to the Unit.**

(c) Not later than Friday, ~~December 16, 2005~~ February 17, 2006 6:00 p.m. Eastern Standard Time, Purchaser shall provide Seller with a letter from Countrywide Home Loans confirming that the Purchaser is qualified to obtain a _____ type mortgage loan in the principal amount of \$ _____ with an interest rate at par of not more than _____ to be repaid in monthly payments over a term of _____ years (the "Pre-qualification Letter"). Countrywide Home Loans shall warrant in the Pre-qualification Letter that it has conducted a full credit check and income verification of the Purchaser and understands that the Pre-qualification Letter may be relied upon by Seller in deciding whether or not to sell the Unit to Purchaser. **In the event that Purchaser fails to provide the Pre-qualification Letter in accordance with this subparagraph (c), Seller may, at its option, terminate this Agreement not later than Friday, December 23, 2005, in which event Seller shall refund all Earnest Money paid hereunder to Purchaser and neither party shall have any further rights or obligations hereunder.**

[SIGNATURES ON NEXT PAGE]

EXHIBIT "B"

UNIT FLOOR PLAN

[TO BE ATTACHED BY LISTING BROKER]

EXHIBIT "C"

FINANCING CONTINGENCY

The following financing contingency shall control over any inconsistent provision contained in the Purchase Agreement:

This Agreement is made conditioned upon Purchaser's ability to obtain a loan in the principal amount of not less than \$307,920 for a term of not less than THIRTY (30) years, with an interest rate of not more than 6 1/2 % per annum on the unpaid balance. Such loan is to be secured by a first lien on the Unit. Purchaser covenants to apply for such loan on or before 7 () days from the Binding Agreement Date (as more specifically set forth on the execution page of this Agreement) to notify Seller and/or Seller's agent of such application, and to pursue such application diligently. In the event Purchaser fails to apply for such loan within such period, or does not diligently furnish requested loan information within Purchaser's control within two (2) days of the request therefor, Purchaser shall be in default hereunder and Seller, at its option, may terminate this Agreement, whereupon the Earnest Money and the Total Upgrade Amount, if any, shall be disbursed by Escrow Agent to Seller as provided in Paragraph 12(b) of this Agreement. Purchaser agrees to cooperate fully with Seller and the lender in processing the loan application. Seller or its designated agent is authorized to contact such lender from time to time regarding the status of said loan. "Ability to obtain" as used herein means that Purchaser is qualified to receive the loan described herein based upon lender's customary and standard underwriting criteria. If Purchaser has the ability to obtain the loan referenced herein, Purchaser warrants that, at Closing, Purchaser will have sufficient cash to complete the purchase of the Unit. Purchaser further warrants that unless otherwise specified herein, Purchaser does not need to sell or lease other real property in order to complete the purchase of the Unit.

Purchaser shall provide Seller with written evidence of approval for a loan for purchase of the Unit under the terms and conditions set forth in this Agreement on or before seventy (70) days from the Binding Agreement Date (as more specifically set forth on the execution page of this Agreement). Upon receipt of evidence of loan approval by Seller, this financing contingency shall no longer apply. In the event the loan is disapproved and evidence of such disapproval is provided to Seller within said 7 () day period, then Purchaser may terminate the Agreement, Escrow Agent shall return the Earnest Money to Purchaser, and all further rights, obligations and liabilities created hereunder shall be deemed terminated and of no further force and effect. Should Purchaser not provide evidence of approval or disapproval of loan within said 7 () day period, this financing contingency shall not apply, this transaction shall be considered an all cash transaction, Seller shall not pay any Closing costs, and if the Purchaser is unable to obtain financing by the Closing date, the Earnest Money and the Total Upgrade Amount, if any, shall be disbursed by Escrow Agent to Seller as provided in Paragraph 12(b) of this Agreement. Purchaser agrees that a loan with terms consistent with those set forth herein shall satisfy this financing contingency.

Purchaser may also apply for a loan with terms and conditions that are different from those set forth herein and close the transaction provided that: (a) all other terms and conditions of this Agreement are fulfilled; and (b) the new loan does not increase the costs charged to the Seller. In the event that Purchaser provides Seller with evidence of approval for a loan for the purchase of the Unit that is not consistent with the terms and conditions set forth herein, Purchaser shall be deemed to have waived this financing contingency. Purchaser shall be obligated to close this transaction if Purchaser has the ability to obtain a loan with terms and conditions set forth herein and/or any other loan for which Purchaser has applied and been approved.

In the event Purchaser applies for financing from a lender that is not a lender preapproved by Seller, this financing contingency shall not apply, this transaction shall be considered an all cash transaction, Seller shall not pay any Closing costs, and if the Purchaser is unable to obtain financing by the Closing date, the Earnest Money and the Total Upgrade Amount, if any, shall be disbursed by Escrow Agent to Seller as provided in Paragraph 12(b) of this Agreement.

PURCHASER(S):

[Signature]
Print Name: MARVIN T. MEEK

[Signature]
Print Name: SANDRA J. MEEK

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EXHIBIT "D"
SELLING BROKER RELATIONSHIP

[TO BE ATTACHED BY LISTING BROKER]

EXHIBIT "D"

SELLING BROKER RELATIONSHIP

Selling Broker Relationship

In this transaction, the relationship of the Listing Broker and the Selling Broker to the Seller and Purchaser is specified below. The term "Broker" shall mean a licensed South Carolina real estate broker or brokerage firm and where the context would indicate the broker's affiliated licensees.

A. Agency

1. The Broker, if any, working with the Seller is identified on the signature page of this Agreement as the "Listing Broker"; and said Broker is representing the Seller;
2. The Broker, if any, working with the Purchaser is identified on the signature page of this Agreement as the "Selling Broker", and said Broker is OR, is not OR representing the Purchaser; and
3. If Purchaser and Seller are both being represented by the same Broker, a relationship of either designated agency OR, dual agency OR shall exist.

- (a) **Dual Agency Disclosure.** [Applicable only if dual agency has been selected above] Seller and Purchaser are aware that Broker is acting as a dual agent in this transaction and consent to the same. Seller and Purchaser have been advised that:

- (1) In serving as a dual agent, the Broker is representing two (2) clients whose interests are or at times could be different or even adverse.
- (2) The Broker will disclose all adverse, material facts relevant to the transaction and actually known to the dual agent to all parties in the transaction except for information made confidential by request or instructions from another client which is not otherwise required to be disclosed by law.
- (3) The Purchaser and Seller do not have to consent to dual agency.
- (4) The consent of the Purchaser and Seller to dual agency has been given voluntarily and the parties have read and understood their brokerage engagement agreements.
- (5) The Broker and/or affiliated licensees have no material relationship with either client except as follows:

(A material relationship means one actually known of a personal, familial or business nature between the Broker and affiliated licensees and a client which would impair their ability to exercise fair judgment relative to another client.)

Notwithstanding any provision to the contrary contained herein, Seller and Purchaser each hereby direct Broker, while acting as a dual agent, to keep confidential and not reveal to the other party all information that could materially and adversely affect the negotiating position of the party.

- (b) **Designated Agency Assignment.** [Applicable only if the designated agency has been selected above]

The Broker has assigned _____ to work exclusively with Purchaser as Purchaser's Designated Agent and _____ to work exclusively with Seller as Seller's Designated Agent. Each Designated Agent shall exclusively represent the party to whom each has been assigned as a client and shall not represent in this transaction the client assigned to the other Designated Agent. *THREE (3.0%) and 24M*

- B. **Brokerage.** Purchaser and Seller acknowledge that Halter Realty Group, LLC ("Listing Broker") has acted as an agent of Seller. The Selling Broker, as identified below, has acted on behalf of Purchaser and shall receive two percent (2%) sales commission paid to Selling Broker at Closing. The closing attorney is authorized and directed to pay the commission of the Broker(s) at closing out of the proceeds of the sale. If the sale proceeds are insufficient to pay the full commission, the party owing the commission will pay any shortfall at closing. In the event the sale is not closed because of Purchaser and/or Seller's failure or refusal to perform any of their obligations herein, the non-performing party shall immediately pay the Broker(s) the full commission the Broker(s) would have received had the sale closed, and the Selling Broker and Listing Broker may jointly or independently pursue the non-performing party for their portion of the commission.

Date: 2/8/06

SELLING BROKER:

BRUCE LAWRENCE AND ASSOCIATES

By: MARVIN T. MEEK License No. 45170
~~Broker of Affiliated Licensee~~

Print or Type Name: MARVIN T. MEEK

Phone: (864) 223-7371

Broker Code: RED. 11987 OFC

PURCHASER(S):

MARVIN T. MEEK
Print Name: MARVIN T. MEEK

Sandra J. Meek
Print Name: SANDRA J. MEEK

Address: 302 REFLECTIONS DR.

GREENWOOD, SC 29646

Phone: (W) (864) 554-4453 ; (H) (864) 223-7371
(5)

*MM
sfm* * Buyer is representing himself.

EXHIBIT "E"

INSULATION DISCLOSURE

Pursuant to the Federal Trade Commission's Trade Regulation Rule on labeling and advertising of home insulation (16CFR, Part 460), the type, thickness and R-Value of the insulation that will be installed on each part of the Unit are as follows:

	Type	Thickness	R-Value
☐ Between floors:	Kraft batts	10"	R-30
☐ Exterior Walls:	Kraft batts	3 ½ "	R-13
☐ Party Walls:	Unfaced batts	3 ½ "	R-13
☐ Floors above garage spaces:	Unfaced batts	3 ½ "	R-11

EXHIBIT "F"

LIMITED COMMON ELEMENT CONSENT FORM
FOR GARAGE SPACE(S)

[ATTACHED]

OWNER CONSENT

THE UNDERSIGNED, being the record title owner(s) of Unit 201, Bldg 2100 of One Belle Hall Horizontal Property Regime (hereinafter referred to as the "Unit"), hereby consents to and joins in the foregoing Amendment to the Master Deed for the One Belle Hall Horizontal Property Regime and agrees to the following assignment of Garage Space(s) 2100-201A to the Unit as Limited Common Element(s).

IN WITNESS WHEREOF, the undersigned has caused this Owner Consent to be executed by its duly authorized officers and its seal to be affixed hereto this ____ day of _____, 200__.

OWNER(S) OF UNIT 201, Bldg 2100:

By: [Signature] (SEAL)
Print Name: MARVIN T. MEEK

By: [Signature] (SEAL)
Print Name: SANDRA J. MEEK

EXHIBIT "G"
AGENCY DISCLOSURE BROCHURE
[TO BE ATTACHED BY LISTING BROKER]

Purchase Agreement (33) (4)

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ROA_04447

AMENDMENT TO THE
ONE BELLE HALL HORIZONTAL PROPERTY REGIME
PURCHASE AGREEMENT

THIS AMENDMENT TO THE ONE BELLE HALL HORIZONTAL PROPERTY REGIME PURCHASE AGREEMENT (hereinafter referred to as the "Amendment") is effective as of the 12 day of April, 2006, between Belle Hall Direct 101 Limited Partnership, a Texas limited partnership (hereinafter referred to as the "Seller"), and Marvin & Sandra Meek (hereinafter referred to as the "Purchaser").

WHEREAS, Seller and Purchaser entered into that certain One Belle Hall Horizontal Property Regime Purchase Agreement (hereinafter referred to as the "Agreement") dated February 8, 2006 for the purchase and sale of Unit 2100-201 (hereinafter referred to as the "Unit"); and

WHEREAS, Seller and Purchaser desire to amend the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby amend the Agreement and agree as follows:

1. Terms used in this Amendment shall have the same meaning given to such terms in the Agreement.
2. This Amendment is an integral part of the Agreement and shall form a part thereof.
3. In the event of a conflict between the terms and provisions of this Amendment and the terms and conditions of the Agreement, the terms and provisions of this Amendment shall prevail and survive the closing.
4. The initial portion of Paragraph 2 of the Agreement is amended by deleting it and replacing it with the following:

2. **PURCHASE PRICE.** The total purchase price of the Unit ("Total Purchase Price") shall be calculated as follows:

Base Purchase Price	\$ <u>384,900.00</u>
Total Upgrade Amount (as set forth on Exhibit "T" attached hereto and incorporated herein by this reference)	\$ <u>6895.00</u>
TOTAL PURCHASE PRICE:	\$ <u>391,795.00</u>

and shall be paid as follows:

5. Paragraph 15(b) of the Agreement is amended by deleting it and replacing it with the following:

(b) **Upgrade Finishes.** Upgrade finishes shall be made to the Unit substantially in conformance with the scope of work set forth on Exhibit "T" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Upgrades"). Exhibit "T" shall state the total costs and expenses of the Upgrades chosen by Purchaser (hereinafter referred to as the "Total Upgrade Amount"). Purchaser understands and agrees that materials used in construction and completion may vary somewhat from any samples provided, and that such variations are inherent in manufacturing and shall not be grounds for any refusal by Purchaser to accept the Unit. Actual as-built conditions may also vary. Simultaneously with Purchaser's execution of Exhibit "T" attached hereto, Purchaser shall pay to Seller an Upgrade deposit in the amount of Three thousand four hundred forty seven & 50/100 Dollars (\$ 3447.50) (hereinafter referred to as the "Upgrade Deposit"), which amount shall equal fifty percent (50%) of the Total Upgrade Amount. Said Upgrade Deposit shall constitute a portion of the Earnest Money, as more specifically set forth in Paragraph 2(a) of the Agreement, and shall be held by Seller and disbursed

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as provided in the Agreement. The balance of the Total Upgrade Amount shall be paid on or before closing. Purchaser's obligation to pay the balance of the Total Upgrade Amount shall be binding and non-contingent notwithstanding any contingency to which this Agreement is otherwise subject, except where a contingency is exclusively that of Seller or Seller has defaulted hereunder. **ALL AMOUNTS PAID BY PURCHASER TOWARDS THE TOTAL UPGRADE AMOUNT ARE NON-REFUNDABLE. THEREFORE, IF PURCHASER TERMINATES THE AGREEMENT OR DEFAULTS UNDER THE AGREEMENT, PURCHASER SHALL NOT BE ENTITLED TO ANY REFUND OF ANY PORTION OF THE AMOUNTS PAID BY PURCHASER TOWARDS THE TOTAL UPGRADE AMOUNT.** If Purchaser fails to make payments required under this subparagraph or fails to timely complete and execute Exhibit "I" hereto, the Unit shall be constructed substantially in conformance with the Floor Plan and the standard finishes for the Unit as selected by Seller in its sole discretion, and Purchaser shall be obligated to purchase the Unit so finished. Purchaser acknowledges that Exhibit "I" hereto is intended to specify Purchaser's Upgrades, and once executed, may not be changed except in Seller's sole discretion. It is Purchaser's sole obligation to ensure the clarity and accuracy of all choices.

PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER SHALL HAVE THE RIGHT TO UTILIZE THE MONEY COLLECTED FROM PURCHASER, INCLUDING, BUT NOT LIMITED TO THE UPGRADE DEPOSIT, FOR THE PAYMENT OF COSTS RELATED DIRECTLY TO THE UPGRADES AND THE CONSTRUCTION OF THE UNIT AS SET FORTH IN PARAGRAPH 15 OF THIS AGREEMENT.

6. Except as expressly amended herein, the Agreement shall remain unchanged and in full force and effect.

[EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed, sealed and delivered as of the date first above written.

Date: 4/12/06

PURCHASER(S):

Marvin T. Meek
Print Name: MARVIN T. MEEK

Sandra Meek
Print Name: SANDRA MEEK

Address: 302 REFLECTIONS DR.

Phone: CELL (864) 24-4453 ; (H) (864) 24-3-7171

Facsimile: (864) 24-3-7171 (Call First)

E-mail: MARVINMEEK@aol.com

SELLER:

Date: _____

**BELLE HALL DIRECT 101 LIMITED
PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP**

BY: CS 101 BELL HALL LIMITED PARTNERSHIP, A
TEXAS LIMITED PARTNERSHIP, ITS GENERAL
PARTNER

BY: TCR RLD CONDOMINIUMS, INC., A
TEXAS CORPORATION, ITS GENERAL
PARTNER

By: _____
Name: _____
Title: _____

Address: _____

Phone: _____ Facsimile: _____

E-mail: _____

LISTING BROKER: HALTER REALTY GROUP, LLC

By: _____
Broker or Affiliated Licensee

Print or Type Name: _____

Phone: _____ Facsimile: _____

E-mail: _____

Broker Code: _____

SELLING BROKER:

By: _____
Broker or Affiliated Licensee

Print or Type Name: _____

Phone: _____ Facsimile: _____

E-mail: _____

Broker Code: _____

C1b Floorplan

2100 201

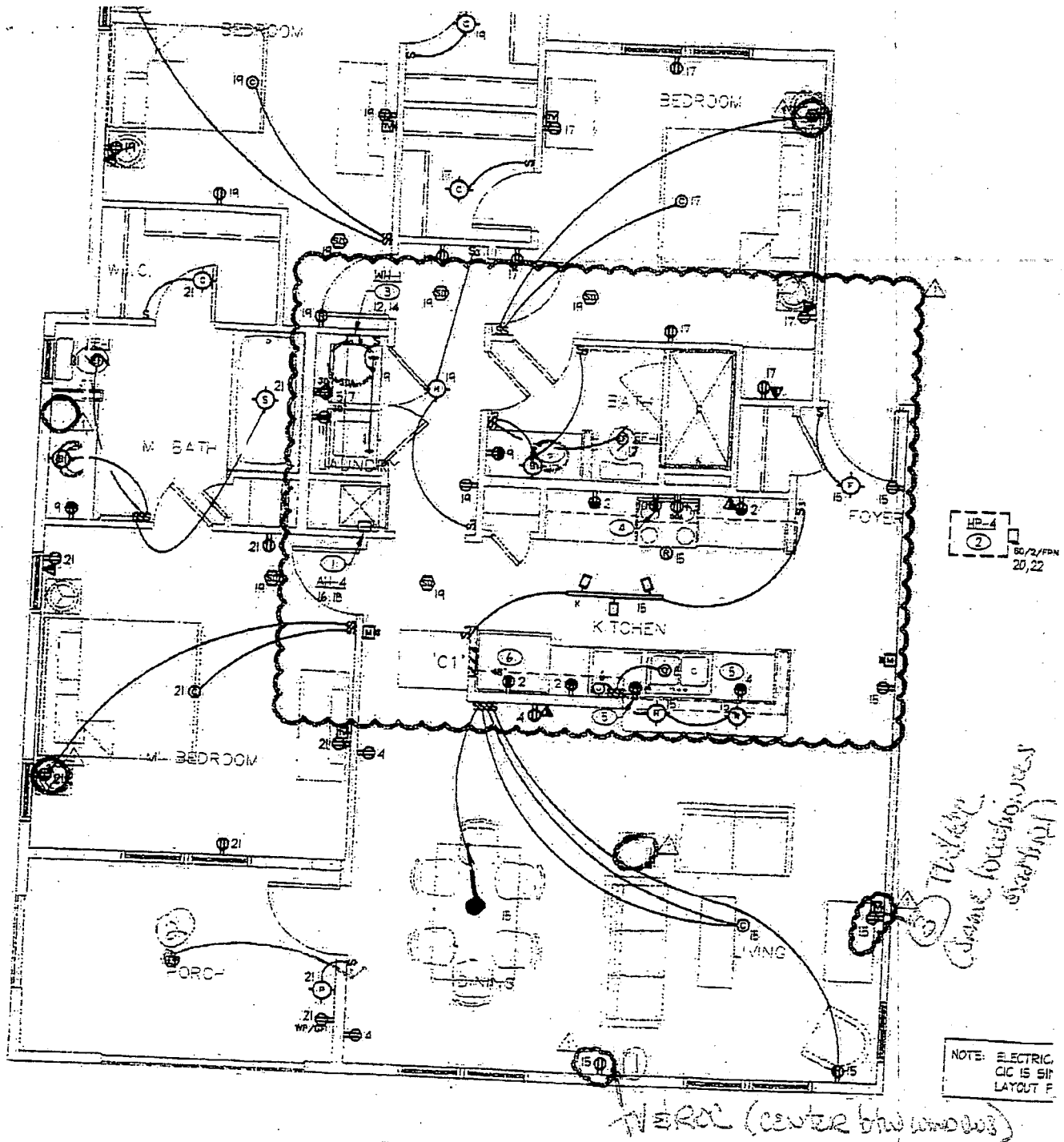
ROOM	TOTAL PRICE
Kitchen	\$285
MASTER BED	\$0
Master Bath	\$322
Hall	\$304
Bedroom #1	\$506
Bedroom #2	\$524
Guest Bath	\$304
	\$2,245

CROWN IN THE MASTER BEDROOM AT NO CHARGE
PER MARKETING PLANS

B M / nym

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ROA_04452



1 UNIT C1A PLAN
1/4" = 1'-0"

- ① ADD TV Receptacle @ 55"
- ② ADD switch & S Box
in porch ceiling
center in porch area

SH
MEEK

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THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT 815-46-10, ALSEN, CODE BY LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

ONE BELLE HALL HORIZONTAL PROPERTY REGIME

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 24 day of August, 2008 by and between Belle Hall Direct, III Limited Partnership, a Texas limited partnership (the "Seller"), and (SOURA) & TENI Terra Vista (the "Purchaser").

WITNESSETH

In consideration of the Total Purchase Price specified below, the mutual covenants and benefits provided for herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto do hereby agree as follows:

1. **GENERAL.** Seller agrees to sell, and Purchaser agrees to purchase, in accordance with the terms and conditions of this Agreement, Unit 2102 (the "Unit") of One Belle Hall Horizontal Property Regime (the "Regime"), a horizontal property regime development in the Town of Mount Pleasant, Charleston County, South Carolina, with the property description of the Regime attached hereto and incorporated herein as Exhibit "A" and the floor plan for such Unit attached hereto and incorporated herein as Exhibit "B". The Regime has or will be created pursuant to the Master Deed for One Belle Hall Horizontal Property Regime, which was recorded in the RMC Office for Charleston County, South Carolina (the "Master Deed"), prior to the Closing of the purchase and sale contemplated by this Agreement. The Unit, together with its percentage of undivided interest in the Common Elements of One Belle Hall Horizontal Property Regime, and its interest in the Limited Common Elements assigned to such Unit, is more particularly described in the Master Deed, and is shown and delineated on the plat of survey for One Belle Hall Horizontal Property Regime, which survey, plot plans and floor plans, which was recorded with the RMC Office for Charleston County, South Carolina, as Exhibits "C" and "D" to the Master Deed prior to the Closing of the purchase and sale contemplated by this Agreement.

2. **PURCHASE PRICE**

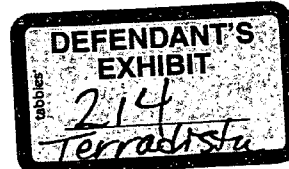
Base Price of Unit	\$259,900
Seller Discount	\$23,900
TOTAL PURCHASE PRICE	\$236,000

(a) All deposits made by Purchaser pursuant to this Paragraph 2 (the "Escrow Money") shall be consideration for Seller reserving the Unit for Purchaser and Seller agreeing not to sell the Unit to anyone other than Purchaser prior to the date set for Closing in Paragraph 3 hereof. This offer is accompanied by an Earnest Money deposit of Five Thousand Dollars (\$5,000). Purchaser and Seller authorize O'Shaughnessy Real Estate Inc. d/b/a Prudential Carolina Real Estate (as the "Escrow Agent") to hold and disburse Earnest Money according to the terms of this Agreement. Earnest Money paid by Check. Other Broker does not guarantee payment of a check or checks accepted as Earnest Money. All escrow money received shall be deposited as required by South Carolina law and South Carolina Real Estate Commission Rules and Regulations. The Earnest Money shall be credited towards the Total Purchase Price of the Unit at Closing. In the event that any Earnest Money check is not honored, for any reason, by the bank upon which it is drawn Seller shall promptly notify Purchaser. Purchaser shall have three (3) banking days after such notice to deliver good funds to Seller. In the event that Purchaser fails to timely deliver good funds, Seller shall have the right to terminate this Agreement upon written notice to the Purchaser.

Charleston, S22433 v.2 05/12/2008

Initials of Purchaser

Initials of Seller



THE PARTIES UNDERSTAND THAT, UNDER ALL CIRCUMSTANCES, INCLUDING DEFAULT, THE ESCROW AGENT HOLDING THE EARNEST MONEY DEPOSIT WILL NOT DISBURSE IT TO EITHER PARTY UNTIL BOTH PARTIES HAVE EXECUTED AN AGREEMENT AUTHORIZING THE DISBURSEMENT OR UNTIL A COURT OF COMPETENT JURISDICTION HAS DIRECTED A DISBURSEMENT.

TRUST ACCOUNT INTEREST/CHARITABLE CONTRIBUTION: According to the rules and regulations of the South Carolina Real Estate Commission and the Code of Laws of South Carolina, 1976, as amended, any interest earned on Purchaser's Earnest Money deposit would belong to Purchaser until the closing of the transaction referenced in this agreement. It is understood that Escrow Agent may place deposited earnest monies into an interest bearing trust account. If Purchaser's Earnest Money deposit is deposited into an interest bearing trust account, Escrow Agent will retain all interest earned in said account.

(b) The balance of the Total Purchase Price plus all Closing costs which are the responsibility of the Purchaser hereunder shall be paid by Purchaser in cash or by certified check at the Closing of the purchase and sale.

3. **CLOSING.** The Closing on the purchase and sale of the Unit ("Closing") shall occur not more than 30 days after the Binding Agreement Date. The Closing shall take place at the office of Bulat Syre & Taylor, LLC, located at 652 Coleman Boulevard, Suite 208 Mount Pleasant, SC 29464 ("Seller's Preferred Closing Attorney") at such specific reasonable time and date as shall be designated by Seller at least five (5) days prior to the Closing Date.

4. TITLE AND PERFORMANCE

(a) **Title.** Purchaser acknowledges that the Unit he or she is to purchase may not now be a part of the Regime. Prior to consummation of the sale contemplated by this Agreement, Seller shall have submitted the Unit to the Master Deed. Title to the Unit shall be conveyed to Purchaser by special warranty deed, and title to the Unit shall be insurable and free and clear of all encumbrances, except the Unit shall be subject to the Master Deed, taxes not yet due and payable, and all other covenants, encumbrances, zoning ordinances, easements and restrictions of record ("Permitted Exceptions"). Good and marketable title shall be deemed to be title insurable by a national insurance company licensed to do business in South Carolina at its normal rates and obtaining only standard policy exceptions and those Permitted Exceptions set out above. Except as otherwise provided, this Agreement shall not survive the consummation of the purchase and sale contemplated by this Agreement and the delivery of the special warranty deed from Seller to Purchaser shall extinguish the responsibility of the Seller hereunder.

(b) **RESPA Disclosure.** As required by the Real Estate Settlement Procedures Act of 1974, Purchaser acknowledges that Seller has not directly or indirectly required Purchaser, as a condition of sale, to purchase either an owner or mortgagee's title insurance policy from any particular title company. Purchaser may elect to obtain such insurance from a company of Purchaser's choice and Purchaser shall pay, at Closing, the title insurance premium for such policy.

5. CLOSING COSTS

(a) If Purchaser obtains financing through Wells Fargo (the "Pre-approved Lender") and the Closing is held at the offices of Seller's Preferred Closing Attorney, Seller shall pay Closing costs in an amount equal to zero Dollars (\$0.00). The Purchaser shall pay all additional costs and fees incident to the securing of financing and the Closing of the purchase and sale contemplated hereunder.

(b) Purchaser acknowledges that Seller has developed a program with the Pre-approved Lender where a Pre-approved Lender will provide a credit to Purchaser in an amount equal to NA Dollars (\$ NA) for the payment of certain Closing costs in the event Purchaser obtains financing with the Pre-approved Lender.

(c) If Purchaser obtains financing through a lender other than a Preapproved Lender or the Closing is held at a place other than the offices of Seller's Preferred Closing Attorney, Seller shall not pay any Closing costs and Purchaser shall pay all costs and fees incident to the securing of financing and the Closing of the purchase and sale contemplated hereunder.

6. PRORATIONS.

(a) Ad Valorem Taxes.

(i) Purchaser acknowledges that, as of the year in which Closing takes place, the Unit may not have been a separately described and assessed parcel of real estate and that, in that event, ad valorem taxes for the Unit for the year in which Closing takes place will be assessed under a tax bill in the name of Seller which covers additional property. Should the Unit not be a separately described and assessed parcel of real estate, Purchaser agrees to pay Seller at Closing that portion of the tax for the year in which Closing takes place (based on the prior year if the tax bill for the year in which Closing takes place is not yet available) which shall be determined by multiplying the total tax bill by the percentage interest in the Common Elements assigned to the Unit in the Master Deed and then prorating the product of such multiplication as of the date of Closing. Seller agrees to pay the entire tax bill before it becomes delinquent and, upon written request from Purchaser or any first mortgagee of the Unit, to provide Purchaser or such mortgagee proof of payment. If the amount allocated to the parties is based upon an estimate and the actual bill varies from the estimate, the party who paid too much shall have the right to adjust the prorated amount and the party who paid too little shall pay any increased amount based on the actual tax bill to the other party within ten (10) days of receipt of notice.

(ii) If, in the year in which Closing takes place, the Unit is a separately described and assessed parcel of real estate, then ad valorem taxes applicable to the Unit shall be prorated between the Seller and Purchaser as of the date of Closing. If the amount allocated to Purchaser is based upon an estimate and the actual bill varies from the estimate, the party who paid too much shall have the right to adjust the prorated amount and the party who paid too little shall pay any increased amount based on the actual tax bill to the other party within ten (10) days of receipt of notice.

(b) Common Expense Assessments. Purchaser shall pay his or her pro rata share of the common expense assessment levied against the Unit, as provided in the Master Deed, for the month or year in accordance with the Master Deed in which the Closing shall take place, which common expense assessment shall be adjusted at the Closing according to the number of days remaining in the calendar month or year. If at the time of the Closing, the common expense assessment for the Unit has been paid current, that portion of the common expense assessment shall be prorated between Seller and Purchaser as of the day of closing. If at the time of the Closing, the common assessment levied against the Unit has not been paid, such adjusted common expense assessment shall be due and payable to One Belle Hall Property Owners Association, Inc. (hereinafter referred to as the "Association"), by the Seller and the Purchaser based on their prorated portion for the time of each parties' period of ownership of the Unit. Upon closing, Purchaser shall make payments in equal monthly installments, commencing on the first day of the calendar month immediately following the date of closing, or as otherwise provided by the Board of Directors of the Association. From and after the first day of the first calendar month of the year following the month in which the Closing takes place, Purchaser shall pay all amounts as are assessed against the Unit in accordance with the terms and provisions of the Master Deed.

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(d) Insurance. Purchaser hereby acknowledges that the Master Deed mandates that Purchaser maintain insurance on those portions on his or her Unit not insured by policies held by the Association and agrees to provide proof of such insurance prior to or at Closing. In the event that Purchaser fails to obtain insurance as required by this subparagraph and the Master Deed, the Association may purchase such insurance on behalf of the Purchaser and assess the cost thereof to the Purchaser, to be collected in the manner provided for collection of assessments under the Master Deed.

12. NONASSIGNABILITY BY PURCHASER. Purchaser's interest in this Agreement may not be transferred or assigned, in whole or in part, without the prior written consent of Seller.

13. DEFAULT.

(a) In the event Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and conditions of this Agreement, then Purchaser may declare Seller in default and, in such event, terminate this Agreement by giving written notice to Seller, whereupon the Earnest Money shall be immediately returned to Purchaser, and all further rights, obligations and liabilities created hereunder shall be deemed terminated and of no further force and effect.

(b) In the event Purchaser shall have delivered the Earnest Money pursuant to this Agreement, and Purchaser shall fail to comply with or perform any of the covenants, agreements or other obligations to be performed by Purchaser under the terms and provisions of this Agreement, Seller shall be entitled to terminate this Agreement upon written notice to Purchaser, whereupon Seller shall be paid the Earnest Money as fixed and full liquidated damages. Purchaser acknowledges that it is impossible to more precisely estimate the specific damages to be suffered by Seller for which liquidated damages are payable pursuant to this Paragraph 13(b), but that the applicable sum stipulated as the amount of the liquidated damages is a reasonable amount. The parties hereto expressly acknowledge and intend that this provision shall be a provision for the retention of Earnest Money as fixed and full liquidated damages and not as a penalty, whereupon all rights, liabilities and obligations created under the terms and provisions of this Agreement shall be deemed null and void and of no further force or effect, except for each party's right to seek relief pursuant to Paragraph 15 for any actions taken by the other party.

14. RIGHT OF ACTION. All Purchasers hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the person(s) owning such units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once Seller no longer has the right to appoint and remove directors and officers, as set forth in Article III, Part A, Section 2 of the Bylaws, the Association's Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements and Area of Common Responsibility (as that term is defined in the Master Deed) on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owners claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns.

15. MANDATORY BINDING ARBITRATION. The parties waive their right to a jury trial and agree that any disputes, claims, or controversies which arise or remain unresolved after Closing shall be resolved via final, binding arbitration conducted in accordance with the South Carolina Uniform Arbitration Act, S.C. Code Ann. § 15-48-10, *et seq.* If a conflict between those rules and the terms of this Agreement arises, then this Agreement shall control. The venue of the arbitration shall be exclusively in Charleston County, South Carolina. The parties agree that they will never attempt to litigate any such matters in any other forum or in any other manner. The parties agree to an expedited arbitration hearing and agree that the arbitration shall be heard and

decided as soon as reasonably possible after notice of the demand for arbitration is provided in writing to the party to whom the demand for arbitration is made. Notwithstanding § 15-48-30 (which specifies the use of three arbitrators), the parties will use a single, unbiased arbitrator to decide all matters in dispute. If the parties are unable to agree on an arbitrator, then any party may petition the Charleston County Court of Common Pleas to appoint an arbitrator. In addition to the limited discovery permitted under § 15-48-80 in the discretion of the arbitrator, the parties shall exchange witness lists and exhibits at least ten (10) days prior to the arbitration hearing. In addition to all available legal and equitable remedies, any party is entitled to request and obtain from the arbitrator an award of injunctive relief (i.e., a temporary restraining order and temporary and permanent injunction) as an appropriate remedy to enforce this Agreement or prevent a continued violation of this Agreement, without having to post a bond or other security. The parties agree to (i) join into the arbitration proceeding hereunder or (ii) join any other arbitration proceeding being conducted by persons or entities related to the dispute that may be necessary to completely resolve the dispute, such as a future grantee, or regime purchaser. Payment of the costs of any such arbitration and attorneys' fees of the parties shall be allocated equitably by the arbitrator to correspond with the arbitrator's evaluation of the relative merits or lack thereof of the respective claims of the parties. The decision and award of the arbitrator shall be binding and conclusive, and judgment in conformity with the decision and award may be entered and enforced in any court of competent jurisdiction. Notwithstanding the above, if Seller provides a warranty to the Purchaser, either directly or through a third party warranty company, the terms, provisions, procedures and requirements of that warranty must first be followed and completely exhausted before Purchaser can pursue any claim for arbitration described herein.

INITIALS OF SELLER

INITIALS OF PURCHASER

16. UNIT COMPLETION

(a) Standard Finishes. The Unit shall be constructed substantially in conformance with the Floor Plan and the standard finishes for the Unit as selected by Seller in its sole discretion.

(b) Insulation. The type, thickness and R-Value of the insulation to be installed in each part of the Unit is disclosed on Exhibit "E" attached hereto and incorporated herein by this reference.

(c) Materials, Equipment and Fixtures. Seller reserves the right to substitute material, equipment, and fixtures of similar quality or design should Seller be unable to obtain those in the specifications through availability, model changes, or any other circumstances.

(d) Warranties and Waiver of Warranties by Purchaser in Exchange for Home Warranty purchased by Seller. Seller shall assign and transfer to Purchaser at Closing all of Seller's right, title and interest in any and all warranties received by Seller from manufacturers supplying materials used and contractors performing work in the Unit. Purchaser understands that the warranty period is defined in each warranty and shall begin to run from substantial completion by the general contractor on the property, which may be a different date than the date of Closing. Seller shall not provide any additional warranties to Purchaser other than those provided to Seller. Purchaser hereby acknowledges and affirms that except for the warranties of title to be included in Seller's instruments of conveyance to the Unit and the warranties to be assigned pursuant to this Paragraph at Closing, Seller does not, by the execution and delivery of this Agreement, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with the Closing, make any warranty, express or implied, of any kind or nature whatsoever, with respect to the Unit, including, but not limited to, gaps which may appear between any molding and wall, and all such warranties are hereby disclaimed.

Notwithstanding the foregoing, and as bargained for consideration for the terms of this Paragraph ~~15.5~~, the Seller agrees to purchase for Purchaser, at Closing, a third party Home Warranty, for a price not to exceed \$500.00 (the

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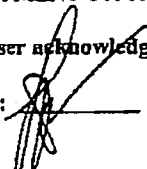
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"Home Warranty"). The Home Warranty will be purchased from American Home Shield or such other reasonably equivalent company as the Seller shall designate, and will be substantially on the form attached hereto as Exhibit H. As used in this Paragraph 13(d): (1) "Condominium Development" means One Belle Hall Horizontal Property Regime, Charleston, South Carolina, which is a condominium development established under the Master Deed of One Belle Hall Horizontal Property Regime recorded in the real property records for Berkeley County, South Carolina; (3) "TCR" means TCR NC Construction I Limited Partnership, a Texas limited partnership; (4) "Construction Plans" means the plans and specifications for the Condominium Development, which are on file with Seller; (5) "Owner's Association" means One Belle Hall Property Owners Association, Inc., a South Carolina nonprofit corporation, which is the owners' association for the Condominium Development; and (6) "Associates" means each person who, at the time in question, holds or has previously held a direct or indirect ownership interest in Seller or TCR or who is or was an officer, director, trustee, agent, employees or affiliate of Seller, TCR or any of such owners.

Purchaser agrees that remedies for correction of defects in the common elements of the Condominium Development or for recovery of damages on account of any such defect may be enforced only by the Owners' Association and that remedies for correction of defects in a unit in the Condominium Development other than the Unit or for recovery of damages on account of any such defects may be enforced only by the owner of the unit in question. Purchaser waives any right that it otherwise may have to require correction of any such defect or to bring an action for recovery of damages on account of any such defect. Purchaser also waives any right that it may have to participate in a class action or similar proceeding with owners of other units seeking correction of construction defects in the Condominium Development or seeking recovery of damages for any such defects.

AS BARGAINED FOR CONSIDERATION GIVEN IN EXCHANGE FOR THE HOME WARRANTY BEING PROVIDED BY SELLER AT CLOSING AND THE COVENANTS OF THE SELLER CONTAINED HEREIN, PURCHASER (FOR ITSELF AND ITS SUCCESSORS, INCLUDING ANY SUCCESSOR OWNER OF THE UNIT) RELEASES SELLER, TCR AND ALL ASSOCIATES FROM (1) ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING WARRANTIES OF HABITABILITY, MERCHANTABILITY, WORKMANLIKE CONSTRUCTION AND FITNESS FOR USE OR ACCEPTABILITY FOR THE PURPOSE INTENDED BY PURCHASER) WITH RESPECT TO THE UNIT OR THE CONDOMINIUM DEVELOPMENT AND (2) ALL RIGHTS, REMEDIES OR OTHER BASIS FOR RECOVERY (INCLUDING ANY RIGHTS, REMEDIES OR BASIS FOR RECOVERY BASED ON NEGLIGENCE OR STRICT LIABILITY) AGAINST SELLER, TCR OR ANY ASSOCIATE IN RESPECT OF THE UNIT OR THE CONDOMINIUM DEVELOPMENT OR THE CONDITION OR CONSTRUCTION THEREOF.

By initialing below, Purchaser acknowledges having read and understood the foregoing Paragraph in full:

Purchaser's Initials: 

Any dispute relating to this Paragraph 13(d) or its interpretation, or to any construction defect in the Unit or the Condominium Development, will be resolved by arbitration in accordance with the rules of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The arbitration will be conducted in Charleston, South Carolina by a single arbitrator designated by JAMS. The decision of the arbitrator will be binding, and judgment upon any arbitration award may be entered in any court having jurisdiction.

PURCHASER ACKNOWLEDGES THAT THE TERMS OF THIS PARAGRAPH 13(d) ARE AN INTEGRAL PART OF THE AGREEMENT TO SELL THE UNIT TO PURCHASER; THAT THE TERMS OF THIS WARRANTY WERE SPECIFICALLY BARGAINED FOR BY BOTH PURCHASER AND SELLER; AND THAT SELLER WOULD NOT HAVE SOLD THE UNIT TO PURCHASER, NOR WOULD PURCHASER HAVE

PURCHASED THE UNIT, HAD SUCH PROVISIONS NOT BEEN A PART OF THAT AGREEMENT.

(c) Certificate of Occupancy. Seller shall be responsible for obtaining a Certificate of Occupancy for the Unit prior to Closing. All parties acknowledge and agree that the Certificate of Occupancy is prima facie evidence that the Unit meets or exceeds all building code requirements.

17. ACCEPTANCE OF THE UNIT. Purchaser expressly acknowledges acceptance of all conditions or circumstances existing in the Unit and waives and releases Seller, its agents, architects, contractors, employees and subcontractors, and Broker, from any claim, rights of action or suits seeking rescission of this Agreement, damages or other relief based upon, or relating to, any condition or circumstances existing on or in the vicinity of the Unit.

18. NOTICES. Each notice, except for oral notice regarding Earnest Money (as set forth in Paragraph 2) the date and time of Closing (as set forth in Paragraph 3) required or permitted to be given hereunder must comply with the requirements of this Paragraph. Each such notice shall be in writing and shall be delivered either by personally delivering it by hand or Federal Express or similar courier service to the person to whom notice is directed, or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Such notice shall be deemed delivered at the time of personal delivery or, if mailed, when it is deposited as provided above, but the time period in which a response to any such notice must be given or any action taken with respect thereto shall commence to run from the date it is personally delivered or, if mailed, the date of receipt of the notice by the addressee thereof, as evidenced by the return receipt. Rejection or other refusal by the addressee to accept the notice shall be deemed to be receipt of the notice. In addition, the inability to deliver the notice because of a change of address of the party of which no notice was given to the other party as provided below shall be deemed to be the receipt of the notice sent. The addresses of the parties to which notice is to be sent shall be those set forth below. Such addresses may be changed by either party by designating the change of address to the other party in writing.

19. FLOOR PLANS AND MODELS. Purchaser hereby acknowledges and agrees that any floor plans, renderings, drawings, and the like, furnished by Seller to Purchaser which purport to depict the Unit, or any portion thereof, or the building containing the same, are merely approximations, and do not necessarily reflect the actual as-built conditions of the same. The Purchaser further acknowledges and agrees that the decorations, furniture, furnishings, wallpaper, custom finishes, appliances, fixtures, and the like, contained in any model unit of One Belle Hall Horizontal Property Regime, are for demonstrative purposes only, and are not included in the property which is the subject of this Agreement.

20. SOUTH CAROLINA LAW. This Agreement concerns the sale of real property located in the State of South Carolina. This Agreement, and all of the relationships between the parties hereto, shall be construed and interpreted in accordance with the laws of the State of South Carolina.

21. TIME OF ESSENCE. Time is of the essence of this Agreement.

22. FORCE MAJEURE. Either party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when such delay is occasioned by cause or causes beyond the control of the party whose performance is so delayed and the time for performance shall be automatically extended for a like period. Such causes shall include, without limitation, all labor disputes, civil commotion, war, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, fire or other casualty, inability to obtain any necessary materials or services, hurricanes, tornadoes, tropical storms, flooding, severe weather damage, or other acts of God.

23. SEVERABILITY. The provisions of this Agreement are intended to be independent, and in the event any provision hereof should be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement.

24. CONSTRUCTION OF AGREEMENT. The Purchaser and Seller acknowledge that they have read, understand, and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, restrictions, and effect of all of the provisions of this Agreement and every part of the Regime Documents, all of which are incorporated herein by reference and made a part hereof, and the Purchaser agrees to the enforcement of any and all of these provisions and affixes his hand and seal hereto with full knowledge of same. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same. It is further agreed that words of any gender used in this Agreement shall be held to include any other gender, any words in the singular number shall be held to include the plural wherever applicable, and that captions and paragraphs numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such Paragraph or in any way affect this Agreement.

25. NON-RECORDATION OF AGREEMENT. Neither this Agreement nor any of the terms hereof, nor any other memorandum, affidavit or other document relating to or referring to this Agreement or the transactions contemplated hereby, whether directly or indirectly, shall ever be filed of record by or on behalf of Purchaser. If there occurs a violation of the preceding sentence, Seller may avail itself of any remedies available to it for breach of this Agreement at law or in equity.

26. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto. No agent, representative, salesman or officer of the parties hereto has authority to make, or has made, any statements, agreements, or representations, either oral or in writing, in connection herewith, modifying, adding to, or changing the terms and conditions hereof and neither party has relied upon any representation or warranty not set forth in this Agreement. No dealings between the parties or customs shall be permitted to contradict, vary, add to, or modify the terms hereof.

27. DISCLOSURES. Purchaser acknowledges the following:

(a) The Association budget provided to Purchaser is based on estimated expenses only and may increase or decrease significantly when the actual expenses of the Association become known.

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Initials of Purchaser

Initials of Seller

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(b) The Regime is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(c) The views and natural light available to a Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(d) The views from a Unit may vary depending upon the Unit's elevation and location within the building.

(e) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(f) No representations are made regarding the development potential of property located adjacent to the Regime.

(g) No representations are made regarding the schools that currently or may in the future serve the Regime.

(h) Since in every community there are conditions which different people may find objectionable, Purchaser acknowledges that there may be conditions outside of the Regime that Purchaser may find objectionable and that it shall be the sole responsibility of Purchaser to become acquainted with neighborhood conditions that could affect the Unit.

(i) Plumbing and concrete, tile and hardwood surfaces within a Unit may transmit noise, and such noise shall not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or Occupant.

(j) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another. Sound transmission between Units is inherent in multi-family construction and is not a warrantable condition.

(k) The Regime floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any purchaser who is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(l) Seller's agents will be constructing portions of the Regime and engaging in other construction activities related to the construction of Common Elements. Such construction activities may, from time to time, produce certain conditions on the Regime, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (viii) other conditions that may threaten the security or safety of persons on the Regime. Notwithstanding the foregoing, Purchaser agrees that such conditions on the Regime resulting from construction activities shall not be deemed a nuisance or discomfort to Purchaser and shall not cause Seller and its agents to be deemed in violation of any provision of the Master Deed.

(m) Mold and/or mildew can grow in any portion of the Regime that is exposed to elevated levels of moisture. The Association and each Owner agree to: (i) regularly inspect the parts of the Regime that they respectively maintain, and which are visible and accessible without having to first remove building components or conduct invasive testing, for the existence of mold, mildew, and/or water intrusion and/or water damage; (ii) upon discovery,

immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Regime that they respectively maintain; (iii) remediate or replace, in accordance with current industry-accepted methods, any building material located in the parts of the Regime that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate, in accordance with current industry-accepted methods, all mold and/or mildew discovered in the parts of the Regime that they respectively maintain. In addition, the Association agrees to notify the Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Regime that they respectively maintain.

(n) Concrete surfaces are subject to cracking.

(o) The Unit may trap humidity created by general use and occupation of such space (cooking, bathing, laundering etc.). As a result, condensation may appear on the interior portion of windows and glass surfaces and fogging of windows and glass surfaces may occur due to temperature disparities between the interior and exterior portions of the windows and glass. If left unattended and not properly maintained by Purchaser, the condensation may increase resulting in staining, damage to surrounding seals, caulk, paint, wood work and sheetrock, and potentially mold and/or mildew (see subparagraph (m) above).

(p) Portions of the Regime will not be landscaped and will be allowed to return to its natural state.

(q) Seller shall not be responsible for responding to or taking any affirmative action on behalf of the Association or an individual member of the Association to mitigate, alleviate, remedy or cure any off-site conditions that may directly impact the Regime or any portion thereof, and such inaction by the Seller shall not constitute a breach of fiduciary duty by the directors and officers of the Association that are appointed by the Seller, pursuant to Article III, Part A, Section 2 of the Bylaws of the Association.

(r) While the drainage system for surface water runoff on the Regime will be constructed in accordance with applicable governmental standards, the Regime may still be subject to erosion and/or flooding during unusually intense or prolonged periods of rain.

(s) Purchaser hereby grants Seller the right to obtain and use photography of the Regime (excluding the interior of a Unit) for publication and advertising purposes.

(t) Purchaser consents to the Seller changing, in its sole discretion, the Regime name and the street names and addresses in the Regime including the street address of the Unit before or after Closing.

(u) In constructing the Unit, Seller shall have the right to do the following: (i) locate the heating, wiring and electrical system, hot water heater, all plumbing lines, and gas and electric meters at Seller's discretion; (ii) remove trees, plants, shrubbery and rocks from the Regime; (iii) substitute construction materials, appliances, equipment and fixtures from those specified in the construction specifications in Seller's reasonable discretion, provided that the substitutions are of equal or better quality materials, appliances, equipment and fixtures than those originally specified and provided. Purchaser agrees that industry standards, as determined in the reasonable exercise of Seller's discretion, shall govern the acceptability of any particular variance. The variations, substitutions and deviations referenced above shall not be the basis of any claim by Purchaser against Seller nor shall it be a basis for Purchaser not to accept the Unit or otherwise not fulfill Purchaser's obligations under this Agreement.

(v) Purchaser acknowledges that the performance and methods and practices of operating heating and cooling systems can be directly affected by the orientation and location of a room or Unit in relation to the sun. Seller shall, therefore, have no obligation other than to install a heating and cooling system at the Unit which has been sized

and designed based on industry standards for the type and size of unit to be constructed and which functions in accordance with industry standards.

(w) The cost of upgrade finishes, if any, may not necessarily result in a commensurate increase in the value of the Unit.

(x) No representations are made that any room, wall, ceiling or floor in any dwelling on the Unit or any pipes located therein will be soundproof.

(y) No representations are made that the systems in the Unit including, by way of example only, heating and air conditioning and electrical systems will operate or perform at a level or standard greater than the minimum specifications of the manufacturer.

(z) Since trees and landscaping existing on the Regime prior to the commencement of construction thereon may be adversely affected or even killed by construction activities, Seller shall have no responsibility for the same.

(aa) Light may emit from the parking area located on the Regime as well as those located on adjacent properties.

(bb) Exhaust vents and louvers for venting from bathrooms, kitchens and laundry rooms are located on or near balconies, and noise, odors and grime may be emitted from such areas.

(cc) The Regime is not constructed to withstand all of the ravages of a hurricane and that in the event of the same there is the likelihood that exterior windows and doors may be cracked, damaged or blown in, that water from driving rains and/or flooding may penetrate the Unit from beneath and around patio doors and window openings, that roof shingles, roof flashing and/or roof membranes may be blown away or ripped off resulting in water penetrating the Unit and that in the event of a severe hurricane the Unit could be structurally damaged or destroyed.

(dd) The Regime is located within a retail center. No representations are made as to the noise levels that may be generated by such uses, nor the hours of operation of such uses.

(ee) The dwelling Units in the Condominium are built in close proximity to one another, resulting in the sharing of common walls, floors and ceilings. As a result, noise and vibration may be detectable between Units or between Units and the Common Elements. Therefore, an Owner or Occupant shall not conduct activities within a Unit or use a Unit in a manner that unreasonably interferes with or causes disruption to the use and quiet enjoyment of the Common Elements or another Unit by its respective Owner and Occupant.

(ff) As provided in Article VI, Section 3 of that certain Dedication and Cross Easement Agreement, Declaration of Restrictions and Consent for Lender by and among Belle-Hall Limited Partnership, a limited partnership organized and existing under the laws of the State of North Carolina, First Federal Savings and Loan Association of Charleston, a United States corporation, and Eastern Federal Corporation, a North Carolina corporation, dated June 2, 2000, and recorded with the RMC Office for Charleston County, South Carolina in Book S348, at Page 818, as may be amended, other parties shall have the right to use driveways and parking areas located on the Regime property; provided, however, the use of such parking areas shall be prohibited between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

28. ADVERTISING. Prior to Closing, Purchaser is prohibited from listing or advertising the Unit for sale in any real estate listing service and/or publication, on any online electronic medium and on any radio, television or any other medium for advertising.

29. SELLER'S RIGHT OF FIRST REFUSAL. Purchaser and Seller agree, and the deed of conveyance of the Unit to Purchaser shall provide that neither Purchaser nor any successor-in-title may transfer or convey any interest in the Unit to any third party without giving Seller a right of first refusal to repurchase the Unit upon the terms and conditions set forth below (hereinafter referred to as Seller's "Right of First Refusal").

(a) Notice. If Purchaser or any authorized successor-in-title to Purchaser desires to transfer title to the Unit under circumstances triggering Seller's Right of First Refusal hereunder, the party proposing to transfer title shall deliver to Seller written notice of such intent together with a copy of the contract for the sale of the Unit to a third party ("Third Party"). The Unit shall be offered for sale to Seller at the Total Purchase Price set forth in this Agreement. Any such transfer of title without notice to Seller as required hereunder, and, if applicable, waiver of Seller's rights shall be null and void. Seller shall have ten (10) business days after receipt of notice to elect and the contract of sale with the Third Party to exercise its Right of First Refusal. The deed from Seller to Purchaser shall provide that if Seller fails to make election, or fails to waive its rights within such prescribed ten (10) business day period, Seller's Right of First Refusal shall be deemed waived. Thereafter, Purchaser shall have the right to sell the Unit to Third Party subject, however, to all covenants and limitations herein contained. In the event that Seller elects not to exercise its Right of First Refusal and such sale is not consummated, the terms and limitations of this Paragraph 29 shall again be imposed upon any sale made by Purchaser.

(b) Exercise. If Seller elects to exercise its Right of First Refusal, it shall do so by delivering written notice of election to the party proposing the transfer within ten (10) business days of receipt of the proposed contract of sale with the Third Party and written notice of the proposed transfer. Closing shall occur within forty-five (45) days after the date of receipt of Seller's notice of its exercise of its Right of First Refusal (the exact date, time, and location of closing of the repurchase to be selected by Seller). Reconveyance of the Unit to Seller shall be by special warranty deed (subject to the same exceptions to title set forth in the deed of conveyance to Purchaser and subject to standard and customary easements that do not hinder the use or development and/or construction of improvements upon the Unit or any portion thereof). The Purchaser shall pay all closing costs incurred in the closing. On or before closing, the owner of the Unit shall be required to pay any and all outstanding assessments or other charges due and owing under the Master Deed and shall cure or cause to be cured all title defects or title exceptions not existing at the time Purchaser acquired the Unit from Seller. If the title proposed to be reconveyed to Seller is subject to any defect not permitted in this Paragraph, Seller, in addition to all other rights and remedies which it may have at law or in equity, may remove such defect and deduct all costs and expenses incurred by Seller (including, but not limited to, reasonable attorneys' fees) from the amount of the repurchase price otherwise payable as provided in this Paragraph. Upon reconveyance, Seller shall pay to the owner of the Unit the repurchase price in funds immediately available in the Charleston County, South Carolina area. Ad valorem taxes and assessments shall be prorated as of 12:01 a.m. on the date of such reconveyance.

(c) Failure to Exercise. The failure of Seller to exercise its Right of First Refusal provided in this Agreement against Purchaser or any other party shall not constitute a waiver of such Seller's right against Purchaser or any other party with respect to future transfers.

(d) Termination of Seller's Right of First Refusal. Seller's Right of First Refusal shall expire on the earlier of the following events: (i) the date on which a final certificate of occupancy is issued on the last completed building on the Regime; or (ii) the date on which Seller executes a binding, non-contingent purchase agreement for the last of all units constructed on the Regime. Upon the occurrence of the earlier of the two (2) previously stated events, Seller's Right of First Refusal shall automatically terminate and be of no further force or effect. After

termination and upon submission to Seller of a written request by Purchaser or Purchaser's successor-in-title and a release in form and content satisfactory to Seller, Seller shall provide to Purchaser an executed release of its Right of First Refusal in recordable form. Neither issuance nor recordation of such release shall be necessary to terminate such rights after Seller's Right of First Refusal has expired.

(e) Exclusions. Seller's Right of First Refusal shall not apply to a transfer of the Unit by Purchaser to a leasehold tenant, the spouse of Purchaser, a person who is a direct lineal descendant of Purchaser, a trust whose beneficiaries are solely the spouse and direct lineal descendants of Purchaser, an entity which Purchaser owns, directly or indirectly, not less than fifty-one percent (51%) of such entity, an entity in which owns, directly or indirectly, not less than fifty-one percent (51%) of Purchaser, a person acquiring title pursuant to a foreclosure sale, or a person acquiring title by means of sale in lieu of foreclosure. Purchaser shall give Seller at least ten (10) calendar days notice prior to any of the transfers detailed within this subsection together with sufficient documentation to establish that the transfer is one of such transactions.

(f) Mortgage Subordination. The deed of conveyance of a Unit to Purchaser shall provide that Seller's Right of First Refusal is subordinate to any recorded mortgage made in good faith for value securing a bona fide mortgage on the Unit.

30. WOOD INFESTATION REPORT. At Closing, Seller shall furnish Purchaser with evidence of soil treatment from a licensed termite control company.

31. DEFINITIONS. Capitalized terms not defined herein shall have the same meaning as provided in the Master Deed.

32. SURVIVAL. All terms, conditions, representations, and provisions contained herein shall extinguish upon Closing and delivery of the deed, except for Paragraphs 4 (Title), 6 (Prorations), 7 (Brokerage and Agency), 8 (Disclaimer), 9 (Purchaser's Representation Regarding Use and Occupancy of Unit), 11(a) (Governing Documents), 14 (Right of Action), 15 (Mandatory Binding Arbitration), 16 (Unit Completion), 17 (Acceptance of the Unit), 19 (Floor Plans and Models), 20 (South Carolina Law), 23 (Severability), 24 (Construction of Agreement), 26 (Entire Agreement), 27 (Disclosures), 29 (Right Of First Refusal To Repurchase), 34(a) (Exhibits and Addenda), and 33(b) (Assignment of Garage Space(s) as a Limited Common Element(s)) hereof, which Paragraphs shall survive indefinitely.

33. OFFER. This Agreement, as executed by Purchaser, shall constitute an offer to Seller. Seller may accept the same, if at all, by delivering to Purchaser at least one executed original or copy of this Agreement prior to the time that Purchaser shall notify Seller, in writing, of Purchaser's revocation of this offer. The Binding Agreement Date of this Agreement is set forth on the execution page of this Agreement.

34. SPECIAL STIPULATIONS. The following stipulations, if in conflict with any preceding provision, shall control:

(a) Exhibits and Addenda. The following Exhibits and/or Addenda are attached hereto and by reference made a part hereof:

- ☐ Exhibit "A" - Regime Legal Description
- ☐ Exhibit "B" - Unit Floor Plan
- ☐ Exhibit "C" - No Financing Contingency OR Financing (choose one)
- ☐ Exhibit "D" - Selling Broker (if necessary)
- ☐ Exhibit "E" - Insulation R-value Disclosure

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Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2

ROA_04467

- ☐ Exhibit "F" - Consent and Joinder for the Assignment of Garage Space(s) as a Limited Common Element(s)(applicable only to those Units located on the second and third levels of a condominium building)
- ☐ Exhibit "G" - Agency Disclosure Brochure
- ☐ Exhibit "H" - Form of Home Warranty
- ☐ Exhibit "I" - Preapproved Lenders

(b) Assignment of Garage Space(s) as a Limited Common Element(s). Purchaser understands and acknowledges that pursuant to Paragraph 6 of the Master Deed, Seller may assign garage space(s) as Limited Common Element(s) appurtenant to the Unit. At Closing, Seller shall designate garage space(s) B2 203 to serve the Unit, and at such time, Purchaser agrees that he or she shall accept such designation of garage space(s) as Limited Common Element(s) to the Unit by executing at Closing the form of "Consent and Joinder" attached hereto as Exhibit "F" and incorporated herein by this reference. Purchaser hereby authorizes Seller to utilize the executed Owner Consent form in conjunction with the assignment of garage space(s) as Limited Common Element(s) to the Unit. Purchaser further agrees to perform such other acts, and to execute, acknowledge, and/or deliver such other instruments, documents and materials as may be reasonably necessary to effect the assignment of the Limited Common Element garage space(s) to the Unit.

[SIGNATURES ON NEXT PAGE]

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Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2

No. 1433 P. 7

Aug. 30. 2008 5:35PM N Y SPINE INST

ROA_04468

Addendum

Contingent upon buyers approval of HOA documents
by September 1, 2008.

Rm

➤ Date: 8/30/08

PURCHASER(S):

Print Name: LEONARD TERRADISTA

Print Name: TONI TERRADISTA

Address: 8 LEXINGTON AVE.
MALVERNE, NY

Phone: 212

E-mail: TONI.DISTA@YAHOO.COM

(W) 767-7004 (H) 516-593-4678 Facsimile: _____

Date: 09/03/08

SELLER:

BELLE HALL DIRECT 101 LIMITED PARTNERSHIP, a Texas limited partnership

By: CS 101 Bell Hall Limited Partnership, a Texas limited partnership, its General Partner

By: TCR RLD Condominiums, Inc., a Texas corporation, its General Partner

By: ROBERT MORAN

Name: V.P.

Title: _____

Address: _____

Phone: _____

E-mail: _____

Facsimile: _____

LISTING BROKER: O'SHAUGHNESSY REAL ESTATE INC. D/B/A PRUDENTIAL CAROLINA REAL ESTATE

By: Carolina Sun GMAC Real Estate

Broker or Affiliated Licensee

Print or Type Name: Melissa Maitland

Phone: 843-941-3191

E-mail: mmaitland@comcast.net

Broker Code: 14726

Facsimile: 843-388-8119

Sharon Hulchinson
Sharonh@svngmac.com

16932

SELLING BROKER: Carolina Sun Real Estate

By: John Graham

Broker or Affiliated Licensee

Print or Type Name: John Graham

Phone: 822-7788

E-mail: jgraham@carolinaone.com

Broker Code: _____

Facsimile: 843-746-4667

John Graham

Acceptance Date

The above proposition is hereby accepted by Seller at 10 o'clock A.M. on the 9 day of Sept., 2008.

Binding Agreement Date

The Binding Agreement Date shall be the date when the party making the last offer receives notice that the offer has been accepted. This party (or the Broker representing this party) shall file in the Binding Agreement Date and promptly give notice of this date to the other party. The Binding Agreement Date in this transaction is the _____ day of _____, 2008.

17

Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2 05/12/2008

No. 1433 P. 8

Aug. 30, 2008 5:55PM N Y SPINE INST

ROA_04470

EXHIBIT "A"

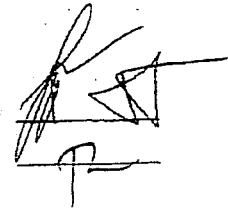
REGIME LEGAL DESCRIPTION

All that piece, parcel or tract of land, situate, lying and being in the Town of Mount Pleasant, Charleston County, South Carolina, designated as "Parcel C, 4.88 Acres" as shown on a plat entitled: "Plat Showing the Subdivision of Area "U" into Parcels "A", "B" and "C" Located at Long Point Road & Mark Clark Expressway, Town of Mt. Pleasant, Charleston County, South Carolina," prepared by A.H. Schwacke, III, R.L.S. of A.H. Schwacke & Associates, Inc., dated March 22, 2001, revised June 15, 2001 and recorded on July 30, 2001 in Book EE, Page 978 in the RMC Office for Charleston County.

TOGETHER with those rights provided by that certain Transferable Easement-Ingress Egress (Office Site I) by and between Belle Hall Land Investment, LLC and Belle-Hall Limited Partnership, dated December 1, 2000, and recorded December 7, 2000, in Book Z-359, page 071 in the RMC Office for Charleston County.

Initials of Purchaser

Initials of Seller

Handwritten initials of the Purchaser and Seller. The Purchaser's initials are written above a horizontal line, and the Seller's initials are written below it.

Charleston: 522439 v.2

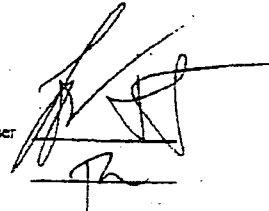
EXHIBIT "B"

UNIT FLOOR PLAN

[TO BE ATTACHED BY LISTING BROKER]

Initials of Purchaser

Initials of Seller

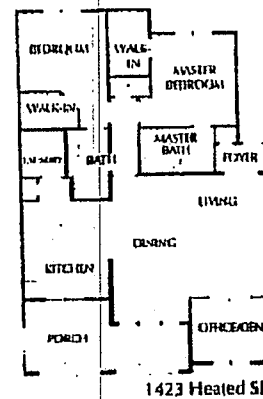
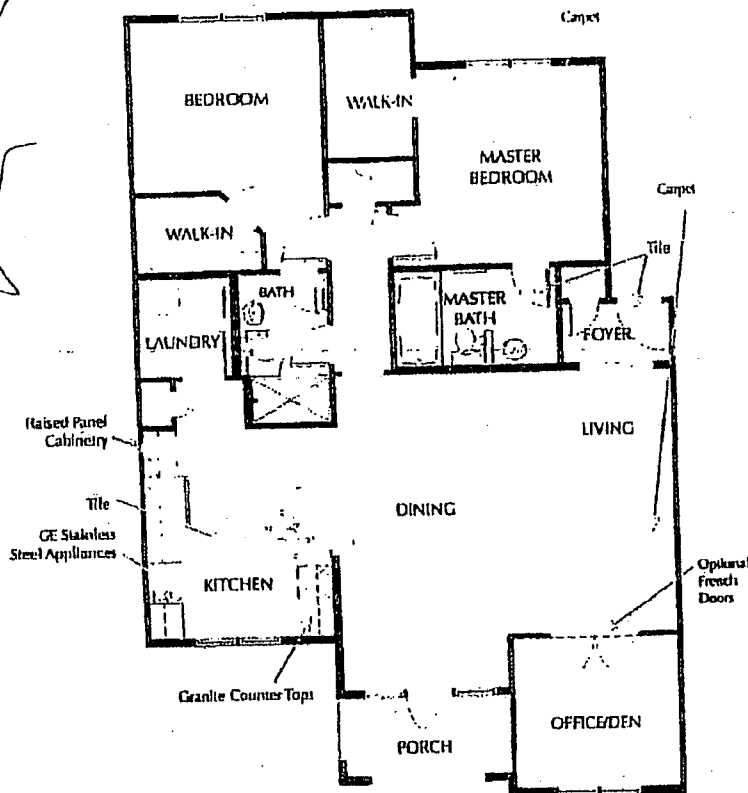
Handwritten initials of the Purchaser and Seller, with the Purchaser's initials above the Seller's initials.

Charleston: 522439 v.2



THE EDISTO

Base Plan (2nd and 3rd floors only)



Option



THE EDISTO

2 Bedroom, 2 Bath,
Office/Den
1 Car Garage

Interior sq ft: 1,435
Porch sq ft: 64

TOTAL SQ FT: 1,499

843.471.2600

A development by



Offered by

Carolina One
Real Estate



Developer reserves the right to make changes and modifications. All square footages and view orientations are approximate; illustrations may not be to scale. Illustrations are artistic representations of present intention and not future fact.

EXHIBIT "C"

NO FINANCING REQUIRED

The following shall control over any inconsistent provision contained in the Purchase Agreement:

Purchaser represents to Seller that no mortgage financing is necessary or desirable for Purchaser to complete this transaction and that Purchaser does not desire for this Agreement to be contingent upon his ability to obtain financing. Purchaser agrees to provide Seller with a letter from a bank or financial institution on or before ten (10) business days from the Binding Agreement Date (as more specifically set forth on the execution page of this Agreement) verifying that Purchaser has sufficient funds to close the sale of the Unit. In the event Purchaser elects to obtain mortgage financing for the purchase of the Unit, this Agreement shall not be contingent on financing and the financing shall not delay the Closing of the sale of the Unit.

NA

PURCHASER(S):

Print Name: _____

Print Name: _____

Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2

EXHIBIT "C"

FINANCING CONTINGENCY

The following financing contingency shall control over any inconsistent provision contained in the Purchase Agreement:

This Agreement is made conditioned upon Purchaser's ability to obtain a loan in the principal amount of not less than \$ 225,000 for a term of not less than thirty (30) years, with an interest rate of not more than 7 % per annum on the unpaid balance. Such loan is to be secured by a first lien on the Unit. Purchaser covenants to apply for such loan on or before Aug 29 (1) days from the Binding Agreement Date (as more specifically set forth on the execution page of this Agreement) to notify Seller and/or Seller's agent of such application, and to pursue such application diligently. In the event Purchaser fails to apply for such loan within such period, or does not diligently furnish requested loan information within Purchaser's control within two (2) days of the request therefor, Purchaser shall be in default hereunder and Seller, at its option, may terminate this Agreement, whereupon the Earnest Money shall be disbursed by Escrow Agent to Seller as provided in Paragraph 13(b) of this Agreement. Purchaser agrees to cooperate fully with Seller and the lender in processing the loan application. Seller or its designated agent is authorized to contact such lender from time to time regarding the status of said loan. "Ability to obtain" as used herein means that Purchaser is qualified to receive the loan described herein based upon lender's customary and standard underwriting criteria. If Purchaser has the ability to obtain the loan referenced herein, Purchaser warrants that, at Closing, Purchaser will have sufficient cash to complete the purchase of the Unit. Purchaser further warrants that unless otherwise specified herein, Purchaser does not need to sell or lease other real property in order to complete the purchase of the Unit.

Purchaser shall provide Seller with written evidence of approval for a loan for purchase of the Unit under the terms and conditions set forth in this Agreement on or before Sept 10 (12) days from the Binding Agreement Date (as more specifically set forth on the execution page of this Agreement). Upon receipt of evidence of loan approval by Seller, this financing contingency shall no longer apply. In the event the loan is disapproved and evidence of such disapproval is provided to Seller within said Sept 15 (17) day period, then Purchaser may terminate the Agreement, Escrow Agent shall disburse the Earnest Money to Purchaser, and all further rights, obligations and liabilities created hereunder shall be deemed terminated and of no further force and effect. Should Purchaser not provide evidence of approval or disapproval of loan within said Sept 15 (17) day period, this financing contingency shall not apply, this transaction shall be considered an all cash transaction, Seller shall not pay any Closing costs, and if the Purchaser is unable to obtain financing by the Closing date, the Earnest Money shall be disbursed by Escrow Agent to Seller as provided in Paragraph 13(b) of this Agreement. Purchaser agrees that a loan with terms consistent with those set forth herein shall satisfy this financing contingency.

Purchaser may also apply for a loan with terms and conditions that are different from those set forth herein and close the transaction provided that: (a) all other terms and conditions of this Agreement are fulfilled; and (b) the new loan does not increase the costs charged to the Seller. In the event that Purchaser provides Seller with evidence of approval for a loan for the purchase of the Unit that is not consistent with the terms and conditions set forth herein, Purchaser shall be deemed to have waived this financing contingency. Purchaser shall be obligated to close this transaction if Purchaser has the ability to obtain a loan with terms and conditions set forth herein and/or any other loan for which Purchaser has applied and been approved.

In the event Purchaser applies for financing from a lender that is not a lender preapproved by Seller, this financing contingency shall not apply, this transaction shall be considered an all cash transaction, Seller shall not pay any Closing costs, and if the Purchaser is unable to obtain financing by the Closing date, the Earnest Money shall be disbursed by Escrow Agent to Seller as provided in Paragraph 13(b) of this Agreement.

PURCHASER(S):

Print Name:

JOHN TERRADISTA

Print Name:

CECILIA TERRADISTA

Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2

EXHIBIT "D"

SELLING BROKER RELATIONSHIP

[TO BE ATTACHED BY LISTING BROKER]

Charleston: 522439 v.2

Initials of Purchaser

Initials of Seller

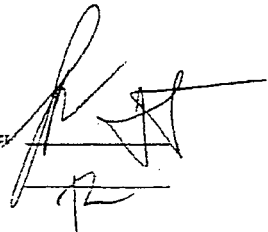
Handwritten initials of the Purchaser and Seller. The Purchaser's initials are written above a horizontal line, and the Seller's initials are written below a horizontal line. The initials are stylized and cursive.

EXHIBIT "E"

INSULATION DISCLOSURE

Pursuant to the Federal Trade Commission's Trade Regulation Rule on labeling and advertising of home insulation (16CFR, Part 460), the type, thickness and R-Value of the insulation that will be installed on each part of the Unit are as follows:

	Type	Thickness	R-Value
☐ Between floors:	Kraft batts	10"	R-30
☐ Exterior Walls:	Kraft batts	3 1/2"	R-13
☐ Party Walls:	Unfaced batts	3 1/2"	R-13
☐ Floors above garage spaces:	Unfaced batts	3 1/2"	R-11

Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2

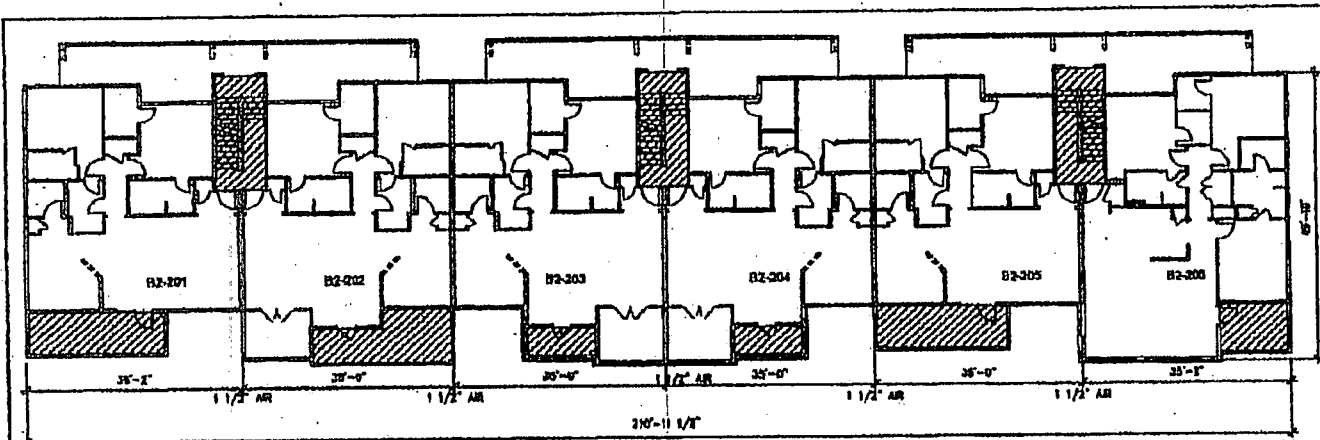
EXHIBIT "F"
LIMITED COMMON ELEMENT CONSENT FORM
FOR GARAGE SPACE(S)

[ATTACHED]

Initials of Purchaser

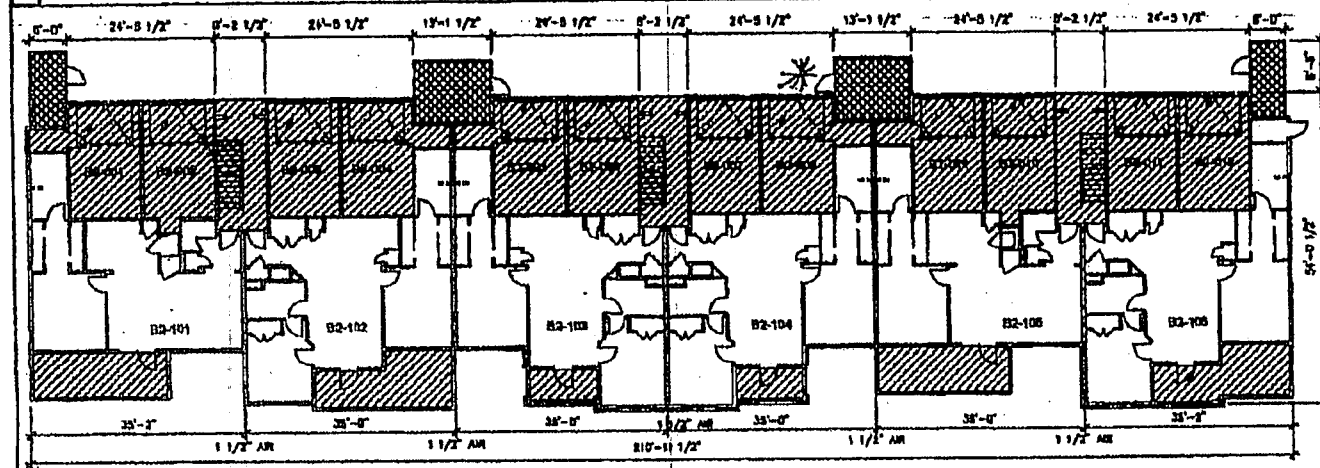
Initials of Seller

Charleston: 522439 v.2



02 BUILDING I - SECOND FLOOR PLAN/LOWER ROOF PLAN

Scale: 0 10



01 BUILDING II - FIRST FLOOR PLAN

Scale: 0 10

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CLINE DESIGN

ONE BELLE HALL HORIZONTAL
PROPERTY REGIME
Mount Pleasant, South Carolina

4 of 14

OWNER CONSENT

THE UNDERSIGNED, being the record title owner(s) of Unit 2100 #203 of One Belle Hall Horizontal Property Regime (hereinafter referred to as the "Unit"), hereby consents to and joins in the foregoing Amendment to the Master Deed for the One Belle Hall Horizontal Property Regime and agrees to the following assignment of Garage Space(s) B2 - 203 to the Unit as Limited Common Element(s).

IN WITNESS WHEREOF, the undersigned has caused this Owner Consent to be executed by its duly authorized officers and its seal to be affixed hereto this _____ day of _____, 200_____.

OWNER(S) OF UNIT _____:

By: _____ (SEAL)
Print Name: _____

By: _____ (SEAL)
Print Name: _____

Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2

EXHIBIT "G"

AGENCY DISCLOSURE BROCHURE

[TO BE ATTACHED BY LISTING BROKER]

Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2

No. 1433 P. 11

Aug. 30. 2008 5:36PM N Y SPINE INST

ROA_04481

EXHIBIT "H"

ATTACH FORM OF HOME WARRANTY

Initials of Purchaser

Initials of Seller

Charleston: 522439 v.2

No. 1433 P. 13

Aug. 30. 2008 5:36PM N Y SPINE INST

ROA_04482

Company. As a disclosed dual agent, the Company and its associated licensees cannot advocate on behalf of one client over the other, and cannot disclose confidential client information concerning the price negotiations, terms, or factors motivating the buyer/client to buy or the seller/client to sell. Each Dual Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

Designated Agency

In designated agency, a broker-in-charge may designate individual associated licensees to act solely on behalf of each client. Designated agents are not limited by the Company's agency relationship with the other client, but instead have a duty to promote the best interest of their clients, including negotiating a price. The broker-in-charge remains a disclosed dual agent for both clients, and ensures the assigned agents fulfill their duties to their respective clients.

At the time you sign an agency agreement, you may be asked to acknowledge whether you would consider giving written consent allowing the Company to designate a representative for you and one for the other client in a designated agency.

Each Designated Agency Agreement contains the names of both the seller client(s) and the buyer client(s) and identifies the property.

What to Look For in Any Agreement

When you choose client-level service, your written Agency Agreement or your agent should answer these questions:

- Can I work with other Companies during the time of the Agreement?
- What will happen if I buy or sell on my own without the agent?
- When will this agreement expire?
- How will the Company be paid for its services?

- Does this Company represent both buyers and sellers as clients?
- If so, what are the choices if two clients become involved in one transaction?
- What duties will the Company continue to provide me after the transaction is completed?

If you plan to become a client of a Company, the licensee will explain the agreement to you fully and will answer questions you may have about the agreement. Remember, however, that until you enter into a representation agreement with the Company, you are considered a customer and the Company cannot be your advocate, cannot advise you on price or terms, and cannot keep your confidences.

It's Your Choice

As a real estate consumer in South Carolina, it is your choice as to the type and nature of services you receive.

- You can choose to remain a customer and represent yourself while the Company represents the other party.
- You can choose to hire the Company for representation through a written agreement.
- If represented by the Company, you can decide whether to go forward under the shared services of dual agency or designated agency or to remain in single agency.

The choice of services belongs to you—the South Carolina real estate consumer.

This brochure has been approved by the S.C. Real Estate Commission for use in explaining representation issues in real estate transactions and consumers rights as a buyer or seller. Reprinting without permission is permitted provided no changes or modifications are made.

(Rev. 11/04)

Agency Disclosure Brochure

Agency Relationships In Real Estate



South Carolina Department of
Labor, Licensing and
Regulation

South Carolina Real Estate Commission

P.O. Box 11847
Synergy Business Park
Kingstree Building
110 Centerview Drive
Suite 201
Columbia, SC 29210
Telephone: (803) 896-4400
Fax: (803) 896-4404
www.llr.state.sc.us/pol/



Carolina One
Real Estate

