

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

Apr 19 2021

SC Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Bentley D. Price, Circuit Court Judge

Appellate Case No. 2020-001223
Case No. 2019-CP-10-04807

Erik Kramer and Kevin N. Hedges, on behalf of themselves and others similarly situated, Respondents,

v.

Lennar Carolinas, LLC, Alpha Prime, LLC, Alpha Prime Construction, LLC, Sagehorn and Company, Inc., and Royal Palms Holding, LLC, Defendants,

of which Lennar Carolinas, LLC is the Appellant.

**RECORD ON APPEAL
VOL. I**

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Kevin N. Hedges*

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FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1004807

Kevin N. Hedges et al
PLAINTIFF(S)

Lennar Carolinas LLC et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

The Motion to Reconsider is denied. A hearing is not necessary.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 08/05/2020 .

Royal Palms Holding LLC
Sagehorn and Company Inc
Alpha Prime Construction LLC
Alpha Prime LLC

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Susan Rhoden , plaintiff, et al VS Lennar Carolinas LLC ,
defendant, et al

Case Number: 2019CP1004807

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2020-08-05 11:48:39 page 3 of 3

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2019CP1004807

Kevin N. Hedges et al
PLAINTIFF(S)

Lennar Carolinas LLC et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Defendant Lennar Carolinas LLC.'s Motion to Dismiss or Stay or Compel arbitration is DENIED. Plaintiff Kevin N. Hedges's Motion to Compel Discovery Responses is GRANTED. If the parties desire a formal order, they should feel free to submit one.

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 07/15/2020 .

Royal Palms Holding LLC
Sagehorn and Company Inc
Alpha Prime Construction LLC
Alpha Prime LLC

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

Court Reporter:

E-Filing Note: The date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Susan Rhoden , plaintiff, et al VS Lennar Carolinas LLC ,
defendant, et al

Case Number: 2019CP1004807

Type: Order/Electronic Form 4

IT IS SO ORDERED!

/s Hon. Bentley D. Price, Circuit Judge 2766

Electronically signed on 2020-07-15 14:31:39 page 3 of 3

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SUSAN RHODEN, ERIK KRAMER, AND
KEVIN N. HEDGES, on behalf of themselves
and others similarly situated,

Plaintiffs,

vs.

LENNAR CAROLINAS, LLC, ALPHA PRIME,
LLC, ALPHA PRIME CONSTRUCTION, LLC,
SAGEHORN AND COMPANY, INC., ROYAL
PALMS HOLDING, LLC

Defendants.

IN THE COURT OF COMMON
PLEAS

2019-CP-10-4807

**ORDER GRANTING MOTION TO
VOLUNTARILY DISMISS CLAIMS
WITHOUT PREJUDICE OF CLASS
REPRESENTATIVE SUSAN
RHODEN**

THIS MATTER came before this Court on February 28, 2020, for a hearing upon the Plaintiffs' Motion to Voluntarily Dismiss Claims Without Prejudice of Class Representative Susan Rhoden, filed October 11, 2019. The Plaintiffs were represented at the hearing by their attorney, Amanda M. Blundy. Taylor H. Stair, attorney for the Defendant Lennar Carolinas, LLC, made prior contact with the court and notified the Court Lennar Carolina, LLC would take no position on the Motion and therefore, was not present at the hearing. No other Defendants appeared at the Hearing as there have been no appearances in the case.

After considering the motion and evidence before the Court and hearing the arguments presented by counsel for Plaintiffs, the Court hereby GRANTS the Motion to Voluntarily Dismiss Claims Without Prejudice of Class Representative Susan Rhoden and to remove her from the caption of this case.

IT IS SO ORDERED this _____ day of _____, 2020.

Honorable Perry M. Buckner, III



Charleston Common Pleas

Case Caption: Susan Rhoden VS Lennar Carolinas LLC

Case Number: 2019CP1004807

Type: Order/Dismissal

It is so Ordered

s/ Perry M Buckner III 2122

Electronically signed on 2020-03-13 11:25:11 page 3 of 3

**Service of Process
Transmittal**

09/26/2019

CT Log Number 536321931

TO: Mercedes Chala-Agon
Lennar Corporation
700 NW 107th Ave Ste 400
Miami, FL 33172-3154

RE: Process Served in South Carolina

FOR: Lennar Carolinas, LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: SUSAN RHODEN, on behalf of herself and others similarly situated, Pltfs. vs. Lennar Carolinas, LLC, et al., Dfts.

DOCUMENT(S) SERVED: Letter, Cover Sheet, Summons, Complaint

COURT/AGENCY: Charleston County Court of Common Pleas, SC
Case # 2019CP104807

NATURE OF ACTION: Class action : Breach of warranty

ON WHOM PROCESS WAS SERVED: CT Corporation System, Columbia, SC

DATE AND HOUR OF SERVICE: By Certified Mail on 09/26/2019 postmarked on 09/23/2019

JURISDICTION SERVED : South Carolina

APPEARANCE OR ANSWER DUE: Within 30 days after the service thereof, exclusive of the day of such service

ATTORNEY(S) / SENDER(S): Amanda M. Blundy
Blundy Law Firm, LLC
234 Seven Farms Drive, Suite 111-A
Charleston, SC 29492
843-867-6050

ACTION ITEMS: CT has retained the current log, Retain Date: 09/26/2019, Expected Purge Date: 10/01/2019

Image SOP

Email Notification, DANETTE ALFONSO danette.alfonso@lennar.com

Email Notification, Joan Mayer Joan.Mayer@lennar.com

Email Notification, Marcie Getelman Marcie.Getelman@lennar.com

Email Notification, Mercedes Chala-Agon Mercedes.Chala-Agon@lennar.com

Email Notification, Tracey Ethridge tracey.ethridge@lennar.com

SIGNED: CT Corporation System

ADDRESS: 1209 N Orange St
Wilmington, DE 19801-1120

For Questions: 866-401-8252

**Service of Process
Transmittal**

09/26/2019

CT Log Number 536321931

TO: Mercedes Chala-Agon
Lennar Corporation
700 NW 107th Ave Ste 400
Miami, FL 33172-3154

RE: Process Served in South Carolina

FOR: Lennar Carolinas, LLC (Domestic State: DE)

EastTeam2@wolterskluwer.com

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®

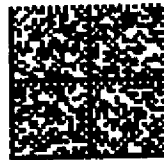
B BLUNDY
LAW FIRM

234 Seven Farms Drive,
Suite 111-A
Charleston, SC 29492



7018 3090 0001 7823 9563

FIRST-CLASS



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\$ 007.90⁰

SEP 23 2019

MAILED FROM ZIP CODE 29492

CT Corporation System, As Registered Agent for:
Lennar Carolinas, LLC
2 Office Park Court, Suite 103
Columbia, SC 29223



Amanda M. Blundy
ablundy@blundylawfirm.com
843.867.6050

September 23, 2019

Sent Via Certified Mail - Return Receipt Requested

CT Corporation System, as Registered Agent for:
Lennar Carolinas, LLC
2 Office Park Court, Suite 103
Columbia, SC 29223

RE: Susan Rhoden, on behalf of herself and others similarly situated v. Lennar Carolinas, LLC, et al
Case No: 2019-CP-10-4807

Dear Sir or Madam,

Please be advised that we represent the property owners in a construction-defect case involving substantial problems with their townhomes. Given the complexity of the underlying issues involving liability between the various parties involved with the construction of this property and their respective insurance companies, it has been, regrettably, necessary to initiate a formal legal claim in this matter. Accordingly, please find enclosed for service upon you, as the Registered Agent for Lennar Carolinas, LLC, a filed copy of the Summons and Complaint, in the above-referenced case.

As noted on the Summons, you must file an answer within thirty days of service of these documents. Accordingly, it is very important that you forward these documents to your attorney, as well as any general liability insurance companies (through their agents) with whom you have had general liability insurance from the date of the construction of the project until the current date as soon as possible.

Should you require any additional information regarding this matter, please feel free to contact us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Amanda M. Blundy', written over a horizontal line.

Amanda M. Blundy

AMB/jgh
Enclosure

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SUSAN RHODEN, on behalf of herself and
others similarly situated

Plaintiffs

vs.

LENNAR CAROLINAS, LLC, ET AL.,

Defendants

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2019-CP - 10 - 4807

Submitted By: Amanda M. Blundy, Esquire
Address: 234 Seven Farms Drive, Suite 111-A,
Charleston, SC 29492

SC Bar #: 73069
Telephone #: (843) 867-6050
Fax #:

Other:

E-mail: ablundy@blundyblundy.com

BY
JULIE J. ARMSTRONG
CLERK OF COURT
2019 SEP 18 PM 3:59

FILED

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- X **JURY TRIAL** demanded in complaint. **NON-JURY TRIAL** demanded in complaint.
This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
X This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts	Torts - Professional Malpractice	Torts - Personal Injury	Real Property
Constructions (100)	Dental Malpractice (200)	Conversion (310)	Claim & Delivery (400)
Debt Collection (110)	Legal Malpractice (210)	Motor Vehicle Accident (320)	Condemnation (410)
General (130)	Medical Malpractice (220)	Premises Liability (330)	Foreclosure (420)
Breach of Contract (140)	Previous Notice of Intent Case # 20 - N I -	Products Liability (340)	Mechanic's Lien (430)

Fraud/Bad Faith (150)

Failure to Deliver/ Warranty
(160)

Employment Discrim (170)

Employment (180)

Other (199)

Notice/ File Med Mal (230)

Other (299)

Personal Injury (350)

Wrongful Death (360)

Assault/Battery (370)

Slander/Libel (380)

Other (399)

Partition (440)

Possession (450)

Building Code Violation (460)

Other (499)

Inmate Petitions

PCR (500)

Mandamus (520)

Habeas Corpus (530)

Other (599)

Administrative Law/Relief

Reinstate Drv. License (800)
(800/800)

Judicial Review (810)

Relief (820)

Permanent Injunction (830)

Forfeiture-Petition (840)

Forfeiture—Consent Order (850)

Other (899)

Judgments/Settlements

Death Settlement (700)

Foreign Judgment (710)

Magistrate's Judgment (720)

Minor Settlement (730)

Transcript Judgment (740)

Lis Pendens (750)

Transfer of Structured
Settlement Payment Rights
Application (760)

Appeals

Arbitration (900)

Magistrate-Civil (910)

Magistrate-Criminal (920)

Municipal (930)

Probate Court (940)

SCDOT (950)

Worker's Comp (960)

Zoning Board (970)
Public Service Comm. (990)

Employment Security Comm
(991)

Special/Complex /Other

Environmental (600)

Automobile Arb. (610)

Medical (620)

Other (699)

**CONSTRUCTION
N DEFECTS**

Sexual Predator (510)

Pharmaceuticals (630)

Unfair Trade Practices (640)

Out-of State Depositions
(650)

Motion to Quash Subpoena in
an Out-of-County Action
(660)

Pre-Suit Discovery (670)

Confession of Judgment (770)

Petition for Workers
Compensation Settlement
Approval (780)

Other (799)

Other (999)

Submitting Party Signature: _____

SEPTEMBER 18, 2019

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

IN THE COURT OF COMMON
PLEAS

2019-CP-_____

SUSAN RHODEN, on behalf of herself and others
similarly situated

SUMMONS
(Jury Trial Demanded)

Plaintiff,

vs.

LENNAR CAROLINAS, LLC, ALPHA PRIME,
LLC, ALPHA PRIME CONSTRUCTION, LLC,
SAGEHORN AND COMPANY, INC., ROYAL
PALMS HOLDING, LLC,

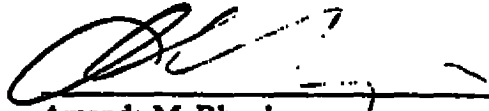
Defendants.

YOU ARE HEREBY SUMMONED and are required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers, at 234 Seven Farms Drive, Suite 111-A, South Carolina, 29492, within thirty (30) days after the service thereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

FILED
2019 SEP 18 PM 3:59
JULIE A. STINEBAUGH
CLERK OF COURT
BY _____

[signature page to follow]

BLUNDY LAW FIRM, LLC



Amanda M. Blundy
234 Seven Farms Drive, Suite 111-A
Charleston, SC 29492
843.867.6050
ablundy@blundylawfirm.com

Charleston, South Carolina
September 18, 2018

Attorneys for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

SUSAN RHODEN, on behalf of herself and others
similarly situated

Plaintiff,

vs.

LENNAR CAROLINAS, LLC, ALPHA PRIME,
LLC, ALPHA PRIME CONSTRUCTION, LLC,
SAGEHORN AND COMPANY, INC., ROYAL
PALMS HOLDING, LLC,

Defendants.

IN THE COURT OF COMMON
PLEAS

2019-CP-_____

CLASS ACTION COMPLAINT
(Jury Trial Demanded)

FILED
2019 SEP 18 PM 3:59
JULIE A. VANCE
CLERK OF COURT
BY _____

The Plaintiff Susan Rhoden, by and through her undersigned counsel, brings this class action on behalf of herself and all others similarly situated, as a voluntary class action under Rule 23 of the South Carolina Rules of Civil Procedure and allege:

PARTIES, CAPACITY, AND JURISDICTION

1. The Plaintiff, Susan Rhoden, is the owner of a townhome located within Royal Palms, more particularly described as 1267 Dingle Road, Mount Pleasant, South Carolina in the Royal Palms Community (hereinafter "Royal Palms"), located in Charleston County, South Carolina and is a citizen and resident of Charleston County. Moreover, by virtue of her ownership interest in her townhome and Royal Palms, under the Declaration of Covenants, Conditions, and Restrictions and the By-Laws (hereinafter "Governing Documents") thereof, she is a member or shareholder of the incorporated association of owners known as the Royal Palms Property Owners Association, Inc. (hereinafter "Royal Palms POA").

2. Royal Palms is comprised of seventy two (72) townhomes located in fifteen (15) buildings.

3. The class of Plaintiffs consists of all persons, corporations, partnerships, incorporated associations, or other entities that own in whole or in part any townhome in the Development.

4. That, upon information and belief, Defendant, Alpha Prime, LLC (hereinafter "Alpha") is a limited liability company organized in the State of South Carolina, conducting business in Charleston County, State of South Carolina, and at all times relevant hereto was engaged in the design, development, construction, repairing, and selling in the construction of the townhomes, known as Royal Palms. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

5. That, upon information and belief, Defendant, Alpha Prime Construction, LLC (hereinafter "Alpha Construction"), is a limited liability company organized in the State of South Carolina, conducting business in Charleston County, State of South Carolina, and at all times relevant hereto was engaged in the design, development, construction, repair and/or selling of the townhomes, known as Royal Palms. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

6. That, upon information and belief, Defendant, Sagehorn and Company, Inc., is a corporation organized in the State of North Carolina, conducting business in Charleston County, State of South Carolina, and at all times relevant hereto was engaged in the design, development, construction, repair, and selling of the townhomes, known as Royal Palms. Accordingly,

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

7. That, upon information and belief, Defendant, Royal Palms Holding, LLC, is a limited liability company organized in the State of Delaware, conducting business in Charleston County, State of South Carolina, and at all times relevant hereto was exclusively charged with the community's overall development, administration, maintenance, and preservation of the Royal Palms community, organized pursuant to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, filed in the Register of Deeds office for Charleston County. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

8. That, upon information and belief, Defendant, Lennar Carolinas, LLC, is a limited liability company organized in the State of Delaware, conducting business in Charleston County, State of South Carolina, and at all times relevant here to was engaged in the design, development, construction, repair, and selling of the townhomes, known as Royal Palms. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

9. Royal Palms Holding, LLC is the agent and/or alter ego of Lennar Carolinas, LLC and the corporate interests of these defendants were amalgamated so that they in effect operated as one and the same entity.

10. The Court has jurisdiction over the parties and subject matters hereto and that the allegations out of which this action arises from the development, construction, repair and

sale of units and management and maintenance of the buildings at issue in the County of Charleston, State of South Carolina.

CLASS ACTION ALLEGATIONS

11. As a representative of the Class defined herein pursuant to Rule 23(a), or in the alternative, Rule 23(b) of the South Carolina Rules of Civil Procedure, to recover monetary damages from the Defendants for breaches of fiduciary duties, negligence, gross negligence, recklessness, wantonness, willfulness, bad faith, mismanagement, breach of implied warranties, unfair trade practices, with respect to their duties as developers and contractors in the development, sale of administration, care, and maintenance and/or repair of the buildings and townhomes at issue.

12. As described above, the Class of Plaintiffs consists of all persons, corporations, partnerships, unincorporated associations, or other entities that currently or in the future will own, in whole or in part, a townhome in Royal Palms (hereinafter "Class").

13. The Class does not include any former owner of a townhome in Royal Palms.

14. The Class is sufficiently numerous and joinder of all members is impractical.

15. The Plaintiff Susan Rhoden will fairly and adequately protect the interests of the Class as a class representative. The interests of the class representative are coincident with, and not antagonistic, to those of the other class members and the Plaintiff is represented by experienced and able counsel.

16. There are questions of law and fact common to the class. Common questions of law include the liability of Defendants, among other things, negligence, breach of warranties,

and whether these wrongful acts or omissions of all of the Defendants caused or will cause the Class to suffer damages.

17. Plaintiff's claims are typical of the class members' claims and derive from a common nucleus of operative fact in that the Defendants at all time relevant all were either charged with these as a developer and/or in the sale and disclosure of conditions, the construction of the buildings and the townhomes at issue. Each class member has been or will be similarly injured by the Defendants' wrongful acts or omissions in the development, sale and/or construction of the buildings and townhomes at issue and the interests and rights of the members such that the interest of the Plaintiff as a class representatives are consistent with those of members of a class.

18. Plaintiff, Susan Rhoden, for the class claim pursuant to Rule 23(a) of the South Carolina Rules of Civil Procedure as a class member envisions no unusual difficulty in the management of this action as a class action.

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

20. In the alternative, Plaintiff asserts a derivative claim pursuant to Rule 23(b), SCRCF. In that connection, the Plaintiff is a member of the Royal Palms POA and was at all times pertinent to these claims, Plaintiff has demanded that the Royal Palms POA take action to institute litigation in order to preserve her rights as well as those of the other members of the Royal Palms POA, as required by law and Governing Documents for Royal Palms. The POA has and is currently in breach of its obligations to take such actions, and therefore, Plaintiff is entitled to pursue this action to enforce any and all rights of the POA.

FACTUAL BACKGROUND

21. Upon information and belief, Alpha was the owner of real property located on Dingle Road by virtue of the deed recorded in the Register of Mesne Conveyance for Charleston County in Deed Book G573 at Page 198 upon which Royal Palms is located.

22. Alpha and Alpha Construction were the initial developers of Royal Palms.

23. Upon information and belief, Sagehorn entered into a contract with Alpha Construction in approximately 2006 for the construction of Building 1 through 4 at Royal Palms.

24. Prior to completion of the entire project, Defendant Lennar Carolinas, LLC and Royal Palms Holding, LLC purchased the project and developed, constructed, and sold an additional ten buildings on Dingle Road in Mount Pleasant, South Carolina, comprising the fifteen (15) buildings that make up Royal Palms.

25. Royal Palms Holding Company, LLC is an entity created by Lennar Carolinas, LLC for the purpose of developing and selling the townhomes in Charleston County, South Carolina.

26. Each of the foregoing Defendants commingled their corporate and developer existence such that each should be liable for acts of the other and they should collectively be held joint and severally liable for the entirety of Plaintiff's and putative class members' damages.

27. Each of the foregoing Defendants developed and placed one or more of the townhomes at Royal Palms into the stream of commerce.

28. This matter arises out of the design, development, construction, repair and sale of the townhomes located at Royal Palms.

29. At the time the Certificates of Occupancy were issued, Royal Palms townhomes contained latent building defects.

30. Plaintiff, the POA, and putative class members have previously put one or more of the Defendants on notice of one or more of the deficiencies. However, the Defendants have not rectified the problems.

31. Defendants had the duty to design, develop, construct, and repair the townhomes with the proper details and components so as to prevent water intrusion into the buildings in accordance with a good and workmanlike manner and free from all defects and additionally, gave implied warranties of habitability to the Plaintiff and all putative class members herein that the townhomes would be habitable and useful as dwelling units with reasonably long life span.

32. Defendants are charged with, among other things, the duty to repair and maintain the exterior of all townhomes and common areas of the project known as Royal Palms, located in Charleston County, South Carolina.

33. The Defendants were under a duty to develop, construct and/or repair the townhomes and buildings known as Royal Palms in accordance with the building code and construction industry standards.

34. The Defendants' acts and omissions have resulted in building deficiencies, consequential damages, and partial loss of use and enjoyment.

35. Remedying the above-wrongs will result in additional consequential damages and loss of use.

36. As a direct and proximate result of Defendants' violation of their legal duties, Plaintiff and putative class members have been proximately damaged in an amount to be

determined by the trier of fact and have had to incur reasonable attorneys' fees and costs for the retention of experts to determine the damage and scope of work for repair.

37. Upon information and belief, the water intrusion and resulting consequential damages commenced shortly after completion and have occurred and have been occurring in each and every year since commencement and constitute "occurrences" and "property damage" under the standard and/or typical commercial general liability policies.

38. By virtue of each Defendants' capacity as developer and steward of Royal Palms and control over the POA, Plaintiff, and putative class members, including the duty to act in utmost good faith, to not place Defendants' interest in front of the POA, Plaintiff's or putative class members' interests, to properly maintain Royal Palms and to properly develop, maintain, and transfer the capital accounts.

39. The Defendants have breached the foregoing duties by placing their interests ahead of the Plaintiff's and putative class members' interests.

40. Further, in breach of their fiduciary duties to the ensuing POA, Royal Palms townhomes, Plaintiff, and putative class members, and in violation of public policy, Defendants have attempted to eliminate all avenues for recourse for the Plaintiff and putative class members by the insertion of certain language into the Governing Documents and other transaction documents severely limiting or eliminating all judicial remedies and restricting Plaintiff's and putative class members' to a dispute resolution process, which is inherently unfair as it is without remedy. These anti-suit provisions should be stricken, reformed, or deemed of no force and effect and the Defendants held accountable.

41. That the Plaintiff and putative class members recently became aware of defects and deficiencies at her unit within the community.

42. This project was substantially completed within the past (8) eight years, but to the extent it was not and it was completed more than eight years ago, this action is not subject to the limitation set forth in Section 15-3-640, Code of Laws of South Carolina, 1976, as amended, because, *inter alla*:

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

43. As a result of preliminary forensic examinations and testing conducted, it has been discovered that there are significant water intrusion problems with the building envelope and upon information and belief there appears now and has been since inception, generalized water intrusion into the building components which will require wholesale forensic examination of the entire building envelope, and most probably will require a wholesale reconstruction of the building exterior.

44. That as a result of the various defects and deficiencies relative to the development, construction and repair of this project, the Plaintiff and putative class members have been damaged and will be required to expend large sums of money to repair, correct and

replace various parts and components of the townhomes and buildings and reconstruct major portions of the townhomes, have been exposed to and will be subject to loss of use, enjoyment and depreciation of the value of their property.

ESTOPPEL FROM PLEADING WARRANTY OBLIGATION

45. Defendants are also estopped from relying on any warranty obligation as a defense to Plaintiff's and putative class members' claims.

46. By virtue of Defendants' acts, the work performed and/or materials supplied at Royal Palms have not lived up to Defendants' warranties and representations, and given the defective condition of Royal Palms and the premature deterioration of the life expectancy of Royal Palms' building components that require unexpected maintenance, wear and/or replacement, the building components have not proven to be of value when compared to other building components.

47. Defendants, in the exercise of required diligence, which negligently failed to occur, should have known that Royal Palms were defective in design, construction and/or repair, and its building components were not fit for their ordinary and intended use, were not merchantable, and failed to perform in accordance with the advertisements, marketing materials and warranties disseminated by Defendants or with the reasonable expectations of ordinary consumers such as Plaintiff and the putative class member. In fact, Defendants have previously seen other similar failures at other projects they have constructed.

48. Accordingly, any warranty provided by Defendants fails its essential purpose because its purpose to warrant that Royal Palms and/or its building components will be free from

defects for a limited period of time when in fact Royal Palms and/or its building components fail far short of the expected life cycle of the townhomes.

49. Moreover, Defendants' warranties are woefully inadequate to repair and replace failed building components, let alone reimburse for any damage suffered to the undying structure. The remedies available under Defendants' warranties are limited to such an extent that they do not provide a minimum adequate remedy.

50. Moreover, given the comparative posture, resources, sophistication, and knowledge of the parties, the warranty limitations are procedurally unconscionable; and given Defendants knew or should have known that the defects existed at the time they issued the warranty, the limitations are substantively unconscionable.

51. As a result, any limitations on the remedies encompassed within the Defendants' warranties are unconscionable and unenforceable, and therefore, Defendants are estopped from relying on the same.

ESTOPPEL FOR PLEADING NOTICE OF OPPORTUNITY TO CURE

52. The Defendants are further estopped from relying on the Notice of Opportunity to Cure Act to stay the progression of Plaintiff's and putative class members' claims.

53. The Defendants were put on sufficient notice of Royal Palms' defective condition within any statutory period prescribed by the Act.

54. In addition, the Defendants were provided opportunity to cure Royal Palms' defective condition previously, but failed to adequately perform.

ESTOPPEL FROM PLEADING ANY ANTI-SUIT PROVISIONS

55. The Defendants are estopped from relying on any anti-suit provisions contained in the Governing Documents and other transactional documents and contracts because such provisions are void pursuant to public policy and voidable as such constitute a breach of the Defendants' fiduciary duty to Plaintiff and putative class members. Furthermore, said provisions are adhesive and one-sided in nature, and are therefore void as unconscionable.

**ESTOPPEL FROM PLEADING ANY WAIVER OF WARRANTY PROVISIONS
CONTAINED IN PURCHASE AGREEMENTS BETWEEN PROPOSED CLASS
MEMBERS AND SELLERS AND/OR DEFENDANTS OF THE MASTER DEED**

56. The Defendants are estopped from relying on any waiver of warranty provisions contained in the Governing Documents entered into by and between Plaintiff and putative Class Members and sellers and/or Defendants. Any such provisions purporting to waive all express and/or implied warranties are void pursuant to public policy and South Carolina law. Additionally, any provision that purports to waive the Plaintiff's or putative Class Members' right to bring suit collectively regarding construction defects uncovered at Royal Palms is vague, adhesive and one-sided in nature, and is therefore void as unconscionable and should be construed against the Defendants.

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

57. Plaintiff repeats and re-allege Paragraphs 1 through 56 above as if fully set forth verbatim.

58. The Defendants, by and through their agents, servants, employees, and subcontractors undertook and were under a duty to develop, construct and repair townhomes and

buildings in accordance with the building code, construction industry standards and practices and in accordance with all requirements imposed by the laws and statutes of the State of South Carolina.

59. These Defendants were negligent, grossly negligent, careless, reckless, willful and wanton, in developing, constructing, repairing, and selling of the townhomes, buildings, common areas and units at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- A. In failing to use due care in development, construction, repair and sale of the townhomes and buildings at issue;
- B. In developing, constructing, and selling townhomes and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- C. In failing to select proper building materials and building materials free from defect;
- D. In developing, constructing and repairing the townhomes and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
- E. In failing to properly coordinate trades including subcontractors;
- F. In failing to properly supervise construction;
- G. In failing to act as a reasonable person would in circumstances then and there prevailing;
- H. In failing to recognize and disclose the deficiencies, and failing to construct an adequate exterior building envelope free from defect;
- I. In failing to make proper repairs;
- J. Other deficiencies or failures as will be proven at trial.

60. That as a direct and proximate result of the negligence, gross negligence, carelessness, willfulness, wantonness of these Defendants, the Plaintiff and putative class members have suffered actual, incidental, consequential, and special damages including the expense of having to hire experts to investigate the causes of the water intrusion and construction defects and failures set forth above and having to spend substantial sums of money in order to

renovate, correct, repair and restore the townhomes, buildings at issue to make them safe and habitable. Additionally, the Plaintiff and putative class members have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject townhomes and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the townhomes and buildings. Each year since completion new areas of damage have occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiff and putative class members to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

FOR A SECOND CAUSE OF ACTION

(Breach of Warranty of Habitability, Breach of Warranty Against Latent Defects, Breach of Warranty of Workmanlike Services, Breach of Warranty for Fitness for a Particular Purpose and Breach of Warranty of Merchantability and Serviceability and Breach of Express Warranty)
(AS TO ALL DEFENDANTS)

61. Each and every allegation contained in Paragraphs 1 through 60 above are incorporated herein by express reference as though fully set forth.

62. That the Defendants, implicitly and/or expressly warranted and provided warranties that the subject townhomes, buildings and the building components manufactured, distributed and installed therein, and common areas would be habitable and fit for its intended uses, and that said townhomes, buildings and manufactured components would be developed, constructed, repaired, manufactured, distributed and installed in a fit, serviceable, good and workmanlike fashion in accordance with the applicable building codes, and accepted construction and product industry standards applicable thereto and that the subject townhomes,

buildings, manufactured components, and common areas would be merchantable, free from latent defects and fit for the particular purpose for which the townhomes, buildings, and products were developed, constructed, built, manufactured, distributed and sold.

63. That the Defendants, breached said warranties by developing, constructing, supervising and/or failing to supervise, repairing, manufacturing and distributing products, and selling the subject townhomes and buildings in such manner as to be in violation of applicable building codes, not in conformance with accepted construction and product industry standards.

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

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

65. Each and every allegation contained in Paragraphs 1 through 64 above are incorporated herein by express reference as though fully set forth.

66. The Defendants, are "persons" within the meaning of South Carolina Code § 39-5-10(a).

67. The Defendants, by their actions in developing, constructing, repairing, supervising and overseeing construction activities are engaged in commerce within the meaning of South Carolina Code §39-5-10(b).

68. The Defendants, by their action(s) described hereinabove, constitute unfair and deceptive practices within the meaning of South Carolina Code §39-5-20(a).

69. The Defendants' act(s) are capable of repetition and, upon information and belief and in accord with the allegations herein, have been repeated.

70. The Defendants' conduct affects the public interest of the people of South Carolina.

71. The Defendants knew or should have reasonably known, that their conduct violated the Unfair Trade Practices Act.

72. As a direct, foreseeable and proximate result of the Defendants' unfair and deceptive practices, the Plaintiff and putative class members have suffered actual, direct, incidental, consequential and special damages, including but not limited to, the expenses associated with having to hire experts to investigate the causes of the defects set forth above and having to spend substantial sums of money in order to renovate, correct, repair and restore the

townhomes, buildings, building components and common areas to make them safe and habitable. Additionally, the Plaintiff and putative class members have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject townhomes and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the townhomes and buildings. Each year since completion new areas of damage occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiff and putative class members to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

FOR A FOURTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)
(AS TO ALL DEFENDANTS)

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

74. The Defendants in their capacity as developer and seller of Royal Palms owed fiduciary and fiduciary-like duties to the Plaintiff and putative class members.

75. The Defendants were bound to act honestly and in good faith and with full disclosure with regards to all matters relating to the development and sale of the townhomes and buildings.

76. Given the existence of the Fiduciary and Fiduciary- like duties, the burden is on the Defendants to prove the appropriateness of their actions with and to the Plaintiff and putative class members.

77. The Defendants attempted to circumvent their legal obligations and duties to the Plaintiff and putative class members and to benefit themselves at the Plaintiff's and putative class members' expense by, among other things, inserting an anti-suit and warranty disclaimer and waiver provisions in the Royal Palms governing documents.

78. The Defendants breached their fiduciary duty owed to the Plaintiff and putative class members by the following:

- A. In failing to act in good faith and with due regard to the interests of the Plaintiff and putative class members;**
- B. In failing to ensure that the buildings from which they profited complied with the applicable building code, industry standards, and state law;**
- C. In failing to disclose that the buildings from which they profited were not constructed in compliance with the applicable building code, industry standards, and state law;**
- D. In attempting to circumvent their legal duties through an anti-suit and warranty disclaimer and waiver provision;**
- E. In failing to provide the monies necessary to repair the common areas and limited common areas;**
- F. In failing to adequately perform its duties and responsibilities set forth in the Governing Documents;**
- G. In making decisions for the Plaintiff and putative class members that benefited their interests at the expense of the Plaintiff and putative class members;**
- H. In negligently performing their duties; and**
- I. In such other acts which will be shown through the course of discovery and trial.**

79. The Defendants, further breached their fiduciary duties to the Plaintiff and putative class members by failing to take steps to remedy the foregoing wrongs while controlling the Association.

80. Plaintiff and putative class members are informed and believes they is entitled to a judgment against Defendants for actual, consequential, incidental and punitive damages and the costs of this action in an amount of to be determined by the trier of fact.

FOR A FIFTH CAUSE OF ACTION
(DECLARATION ACTION/REFORMATION AS TO
ALL DEFENDANTS)

81. Each and every allegation contained in Paragraphs 1 through 80 above are incorporated herein by express reference as though fully set forth.

82. The anti-suit and warranty disclaimers and waiver provisions of Governing Documents for Royal Palms Holding, LLC are in violation of public policy, laws of this State and/or provisions of the Constitution, and these Defendants' fiduciary duties.

83. The Plaintiff and putative class members are entitled to a declaration by this Court that the anti-suit and warranty disclaimer and waiver provisions included within the Master Deed by these Defendants are in violation of the laws of this State and/or provisions in the Constitution and therefore void and/or require reformation to eliminate the subject provisions.

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

85. The Plaintiff and putative class members are also entitled to have ambiguous and contradictory provisions, as well as the anti-suit and warranty disclaimer and waiver provisions in the Governing Documents and other transaction documents construed against the Defendants and/or reformed by the Court to more accurately reflect the reasonable expectations of the Plaintiff and putative class members.

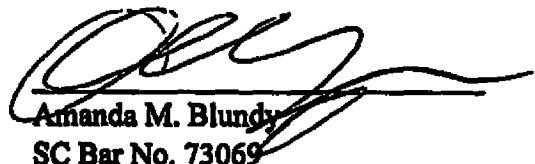
RELIEF REQUESTED

WHEREFORE, the Plaintiff respectfully prays that hold the Defendants, jointly and severally liable for the conduct complained of herein, enter a Judgment against the Defendants

and in favor of the Plaintiff for the relief as requested in this Complaint, including actual and punitive damages and costs and attorney's fees, and for such other and further relief as may be deemed appropriate.

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

BLUNDY LAW FIRM, LLC



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Charleston, South Carolina
September 18, 2019

Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SUSAN RHODEN, **ERIK KRAMER, AND
KEVIN N. HEDGES**, on behalf of themselves
and others similarly situated

Plaintiffs,

vs.

LENNAR CAROLINAS, LLC, ALPHA PRIME,
LLC, ALPHA PRIME CONSTRUCTION, LLC,
SAGEHORN AND COMPANY, INC., ROYAL
PALMS HOLDING, LLC,

Defendants.

IN THE COURT OF COMMON
PLEAS

2019-CP--10-4807

**AMENDED SUMMONS
(Class Action)
(Jury Trial Demanded)**

YOU ARE HEREBY SUMMONED and are required to answer the Amended Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers, at 234 Seven Farms Drive, Suite 111-A, South Carolina, 29492, within thirty (30) days after the service thereof, exclusive of the day of such service, and if you fail to answer the Amended Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Amended Complaint.

[signature page to follow]

BLUNDY LAW FIRM, LLC

s/: Amanda M. Blundy
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October 29, 2019

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

SUSAN RHODEN, **ERIK KRAMER, AND
KEVIN N. HEDGES**, on behalf of themselves
and others similarly situated

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LLC, ALPHA PRIME CONSTRUCTION, LLC,
SAGEHORN AND COMPANY, INC., ROYAL
PALMS HOLDING, LLC,

Defendants.

IN THE COURT OF COMMON
PLEAS

2019-CP-10-4807

**CLASS ACTION AMENDED
COMPLAINT
(Jury Trial Demanded)**

The Plaintiffs Susan Rhoden, Erik Kramer, and Kevin N. Hedges, by and through their undersigned counsel, brings this class action on behalf of themselves and all others similarly situated, as a voluntary class action under Rule 23 of the South Carolina Rules of Civil Procedure and allege:

PARTIES, CAPACITY, AND JURISDICTION

1. The Plaintiff, Susan Rhoden, is the owner of a townhome located within Royal Palms, more particularly described as 1267 Dingle Road, Mount Pleasant, South Carolina in the Royal Palms Community (hereinafter “Royal Palms”), located in Charleston County, South Carolina and is a citizen and resident of Charleston County. Moreover, by virtue of her ownership interest in her townhome and Royal Palms, under the Declaration of Covenants, Conditions, and Restrictions and the By-Laws (hereinafter “Governing Documents”) thereof, she is a member or shareholder of the incorporated association of owners known as the Royal Palms Property Owners Association, Inc. (hereinafter “Royal Palms POA”).

2. The Plaintiff, Erik Kramer, is the owner of a townhome located within Royal Palms, more particularly described as 1254 Dingle Road, Mount Pleasant, South Carolina in the Royal Palms Community (hereinafter “Royal Palms”), located in Charleston County, South Carolina and is a citizen and resident of Charleston County. Moreover, by virtue of his ownership interest in his townhome and Royal Palms, under the Declaration of Covenants, Conditions, and Restrictions and the By-Laws (hereinafter “Governing Documents”) thereof, he is a member or shareholder of the incorporated association of owners known as the Royal Palms Property Owners Association, Inc. (hereinafter “Royal Palms POA”).

3. The Plaintiff, Kevin N. Hedges, is the owner of a townhome located within Royal Palms, more particularly described as 1279 Dingle Road, Mount Pleasant, South Carolina in the Royal Palms Community (hereinafter “Royal Palms”), located in Charleston County, South Carolina and is a citizen and resident of Charleston County. Moreover, by virtue of his ownership interest in his townhome and Royal Palms, under the Declaration of Covenants, Conditions, and Restrictions and the By-Laws (hereinafter “Governing Documents”) thereof, he is a member or shareholder of the incorporated association of owners known as the Royal Palms Property Owners Association, Inc. (hereinafter “Royal Palms POA”).

4. Plaintiffs Susan Rhoden, Erik Kramer, and Kevin N. Hedges may hereinafter be collectively referred to as “Plaintiffs.”

5. Royal Palms is comprised of seventy two (72) townhomes located in fifteen (15) buildings.

6. The class of Plaintiffs consist of all persons, corporations, partnerships, incorporated associations, or other entities that own in whole or in part any townhome in the Development.

7. That, upon information and belief, Defendant, Alpha Prime, LLC (hereinafter “Alpha”) is a limited liability company organized in the State of South Carolina, conducting business in Charleston County, State of South Carolina, and at all times relevant hereto was engaged in the design, development, construction, repairing, and selling in the construction of the townhomes, known as Royal Palms. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

8. That, upon information and belief, Defendant, Alpha Prime Construction, LLC (hereinafter “Alpha Construction”), is a limited liability company organized in the State of South Carolina, conducting business in Charleston County, State of South Carolina, and at all times relevant hereto was engaged in the design, development, construction, repair and/or selling of the townhomes, known as Royal Palms. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

9. That, upon information and belief, Defendant, Sagehorn and Company, Inc., is a corporation organized in the State of North Carolina, conducting business in Charleston County, State of South Carolina, and at all times relevant hereto was engaged in the design, development, construction, repair, and selling of the townhomes, known as Royal Palms. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

10. That, upon information and belief, Defendant, Royal Palms Holding, LLC, is a limited liability company organized in the State of Delaware, conducting business in Charleston County, State of South Carolina, and at all times relevant hereto was exclusively charged with the community's overall development, administration, maintenance, and preservation of the Royal Palms community, organized pursuant to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, filed in the Register of Deeds office for Charleston County. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

11. That, upon information and belief, Defendant, Lennar Carolinas, LLC, is a limited liability company organized in the State of Delaware, conducting business in Charleston County, State of South Carolina, and at all times relevant here to was engaged in the design, development, construction, repair, and selling of the townhomes, known as Royal Palms. Accordingly, jurisdiction over the Defendant is proper in this Court under South Carolina Code Ann. § 36-2-802 (1976).

12. Royal Palms Holding, LLC is the agent and/or alter ego of Lennar Carolinas, LLC and the corporate interests of these defendants were amalgamated so that they in effect operated as one and the same entity.

13. The Court has jurisdiction over the parties and subject matters hereto and that the allegations out of which this action arises from the development, construction, repair and sale of units and management and maintenance of the buildings at issue in the County of Charleston, State of South Carolina.

CLASS ACTION ALLEGATIONS

14. As a representative of the Class defined herein pursuant to Rule 23(a), or in the alternative, Rule 23(b) of the South Carolina Rules of Civil Procedure, to recover monetary damages from the Defendants for breaches of fiduciary duties, negligence, gross negligence, recklessness, wantonness, willfulness, bad faith, mismanagement, breach of implied warranties, unfair trade practices, with respect to their duties as developers and contractors in the development, sale of administration, care, and maintenance and/or repair of the buildings and townhomes at issue.

15. As described above, the Class of Plaintiffs consist of all persons, corporations, partnerships, unincorporated associations, or other entities that currently or in the future will own, in whole or in part, a townhome in Royal Palms (hereinafter "Class").

16. The Class does not include any former owner of a townhome in Royal Palms.

17. The Class is sufficiently numerous and joinder of all members is impractical.

18. The Plaintiffs will fairly and adequately protect the interests of the Class as a class representative. The interests of the class representative are coincident with, and not antagonistic, to those of the other class members and the Plaintiffs are represented by experienced and able counsel.

19. There are questions of law and fact common to the class. Common questions of law include the liability of Defendants, among other things, negligence, breach of warranties, and whether these wrongful acts or omissions of all of the Defendants caused or will cause the Class to suffer damages.

20. Plaintiffs' claims are typical of the class members' claims and derive from a common nucleus of operative fact in that the Defendants at all time relevant all were either charged with these as a developer and/or in the sale and disclosure of conditions, the construction of the buildings and the townhomes at issue. Each class member has been or will be similarly injured by the Defendants' wrongful acts or omissions in the development, sale and/or construction of the buildings and townhomes at issue and the interests and rights of the members such that the interest of the Plaintiffs as class representatives are consistent with those of members of a class.

21. Plaintiffs, for the class claim pursuant to Rule 23(a) of the South Carolina Rules of Civil Procedure as class members envision no unusual difficulty in the management of this action as a class action.

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

23. In the alternative, Plaintiffs assert a derivative claim pursuant to Rule 23(b), SCRCF. In that connection, the Plaintiffs are members of the Royal Palms POA and was at all times pertinent to these claims, Plaintiffs have demanded that the Royal Palms POA take action to institute litigation in order to preserve their rights as well as those of the other members of the Royal Palms POA, as required by law and Governing Documents for Royal Palms. The POA has and is currently in breach of its obligations to take such actions, and therefore, Plaintiffs are entitled to pursue this action to enforce any and all rights of the POA.

FACTUAL BACKGROUND

24. Upon information and belief, Alpha was the owner of real property located on Dingle Road by virtue of the deed recorded in the Register of Mesne Conveyance for Charleston County in Deed Book G573 at Page 198 upon which Royal Palms is located.

25. Alpha and Alpha Construction were the initial developers of Royal Palms.

26. Upon information and belief, Sagehorn entered into a contract with Alpha Construction in approximately 2006 for the construction of Building 1 through 4 at Royal Palms.

27. Prior to completion of the entire project, Defendant Lennar Carolinas, LLC and Royal Palms Holding, LLC purchased the project and developed, constructed, and sold an additional ten buildings on Dingle Road in Mount Pleasant, South Carolina, comprising the fifteen (15) buildings that make up Royal Palms.

28. Royal Palms Holding Company, LLC is an entity created by Lennar Carolinas, LLC for the purpose of developing and selling the townhomes in Charleston County, South Carolina.

29. Each of the foregoing Defendants commingled their corporate and developer existence such that each should be liable for acts of the other and they should collectively be held joint and severally liable for the entirety of Plaintiffs' and putative class members' damages.

30. Each of the foregoing Defendants developed and placed one or more of the townhomes at Royal Palms into the stream of commerce.

31. This matter arises out of the design, development, construction, repair and sale of the townhomes located at Royal Palms.

32. At the time the Certificates of Occupancy were issued, Royal Palms townhomes contained latent building defects.

33. Plaintiffs, the POA, and putative class members have previously put one or more of the Defendants on notice of one or more of the deficiencies. However, the Defendants have not rectified the problems.

34. Defendants had the duty to design, develop, construct, and repair the townhomes with the proper details and components so as to prevent water intrusion into the buildings in accordance with a good and workmanlike manner and free from all defects and additionally, gave implied warranties of habitability to the Plaintiffs and all putative class members herein that the townhomes would be habitable and useful as dwelling units with reasonably long life span.

35. Defendants are charged with, among other things, the duty to repair and maintain the exterior of all townhomes and common areas of the project known as Royal Palms, located in Charleston County, South Carolina.

36. The Defendants were under a duty to develop, construct and/or repair the townhomes and buildings known as Royal Palms in accordance with the building code and construction industry standards.

37. The Defendants' acts and omissions have resulted in building deficiencies, consequential damages, and partial loss of use and enjoyment.

38. Remedying the above-wrongs will result in additional consequential damages and loss of use.

39. As a direct and proximate result of Defendants' violation of their legal duties, Plaintiffs and putative class members have been proximately damaged in an amount to be

determined by the trier of fact and have had to incur reasonable attorneys' fees and costs for the retention of experts to determine the damage and scope of work for repair.

40. Upon information and belief, the water intrusion and resulting consequential damages commenced shortly after completion and have occurred and have been occurring in each and every year since commencement and constitute "occurrences" and "property damage" under the standard and/or typical commercial general liability policies.

41. By virtue of each Defendants' capacity as developer and steward of Royal Palms and control over the POA, Plaintiffs, and putative class members, including the duty to act in utmost good faith, to not place Defendants' interest in front of the POA, Plaintiffs' or putative class members' interests, to properly maintain Royal Palms and to properly develop, maintain, and transfer the capital accounts.

42. The Defendants have breached the foregoing duties by placing their interests ahead of the Plaintiffs' and putative class members' interests.

43. Further, in breach of their fiduciary duties to the ensuing POA, Royal Palms townhomes, Plaintiffs, and putative class members, and in violation of public policy, Defendants have attempted to eliminate all avenues for recourse for the Plaintiffs and putative class members by the insertion of certain language into the Governing Documents and other transaction documents severely limiting or eliminating all judicial remedies and restricting Plaintiffs' and putative class members' to a dispute resolution process, which is inherently unfair as it is without remedy. These anti-suit provisions should be stricken, reformed, or deemed of no force and effect and the Defendants held accountable.

44. That the Plaintiffs and putative class members recently became aware of defects and deficiencies at their units within the community.

45. This project was substantially completed within the past (8) eight years, but to the extent it was not and it was completed more than eight years ago, this action is not subject to the limitation set forth in Section 15-3-640, Code of Laws of South Carolina, 1976, as amended, because, *inter alla*:

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

46. As a result of preliminary forensic examinations and testing conducted, it has been discovered that there are significant water intrusion problems with the building envelope and upon information and belief there appears now and has been since inception, generalized water intrusion into the building components which will require wholesale forensic examination of the entire building envelope, and most probably will require a wholesale reconstruction of the building exterior.

47. That as a result of the various defects and deficiencies relative to the development, construction and repair of this project, the Plaintiffs and putative class members have been damaged and will be required to expend large sums of money to repair, correct and

replace various parts and components of the townhomes and buildings and reconstruct major portions of the townhomes, have been exposed to and will be subject to loss of use, enjoyment and depreciation of the value of their property.

ESTOPPEL FROM PLEADING WARRANTY OBLIGATION

48. Defendants are also estopped from relying on any warranty obligation as a defense to Plaintiffs' and putative class members' claims.

49. By virtue of Defendants' acts, the work performed and/or materials supplied at Royal Palms have not lived up to Defendants' warranties and representations, and given the defective condition of Royal Palms and the premature deterioration of the life expectancy of Royal Palms' building components that require unexpected maintenance, wear and/or replacement, the building components have not proven to be of value when compared to other building components.

50. Defendants, in the exercise of required diligence, which negligently failed to occur, should have known that Royal Palms were defective in design, construction and/or repair, and its building components were not fit for their ordinary and intended use, were not merchantable, and failed to perform in accordance with the advertisements, marketing materials and warranties disseminated by Defendants or with the reasonable expectations of ordinary consumers such as Plaintiffs and the putative class member. In fact, Defendants have previously seen other similar failures at other projects they have constructed.

51. Accordingly, any warranty provided by Defendants fails its essential purpose because its purpose to warrant that Royal Palms and/or its building components will be free from

defects for a limited period of time when in fact Royal Palms and/or its building components fail far short of the expected life cycle of the townhomes.

52. Moreover, Defendants' warranties are woefully inadequate to repair and replace failed building components, let alone reimburse for any damage suffered to the undying structure. The remedies available under Defendants' warranties are limited to such an extent that they do not provide a minimum adequate remedy.

53. Moreover, given the comparative posture, resources, sophistication, and knowledge of the parties, the warranty limitations are procedurally unconscionable; and given Defendants knew or should have known that the defects existed at the time they issued the warranty, the limitations are substantively unconscionable.

54. As a result, any limitations on the remedies encompassed within the Defendants' warranties are unconscionable and unenforceable, and therefore, Defendants are estopped from relying on the same.

ESTOPPEL FOR PLEADING NOTICE OF OPPORTUNITY TO CURE

55. The Defendants are further estopped from relying on the Notice of Opportunity to Cure Act to stay the progression of Plaintiffs' and putative class members' claims.

56. The Defendants were put on sufficient notice of Royal Palms' defective condition within any statutory period prescribed by the Act.

57. In addition, the Defendants were provided opportunity to cure Royal Palms' defective condition previously, but failed to adequately perform.

ESTOPPEL FROM PLEADING ANY ANTI-SUIT PROVISIONS

58. The Defendants are estopped from relying on any anti-suit provisions contained in the Governing Documents and other transactional documents and contracts because such provisions are void pursuant to public policy and voidable as such constitute a breach of the Defendants' fiduciary duty to Plaintiffs and putative class members. Furthermore, said provisions are adhesive and one-sided in nature, and are therefore void as unconscionable.

**ESTOPPEL FROM PLEADING ANY WAIVER OF WARRANTY PROVISIONS
CONTAINED IN PURCHASE AGREEMENTS BETWEEN PROPOSED CLASS
MEMBERS AND SELLERS AND/OR DEFENDANTS OF THE MASTER DEED**

59. The Defendants are estopped from relying on any waiver of warranty provisions contained in the Governing Documents entered into by and between Plaintiffs and putative Class Members and sellers and/or Defendants. Any such provisions purporting to waive all express and/or implied warranties are void pursuant to public policy and South Carolina law. Additionally, any provision that purports to waive the Plaintiffs' or putative Class Members' right to bring suit collectively regarding construction defects uncovered at Royal Palms is vague, adhesive and one-sided in nature, and is therefore void as unconscionable and should be construed against the Defendants.

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

60. Plaintiffs repeat and re-allege Paragraphs 1 through 59 above as if fully set forth verbatim.

61. The Defendants, by and through their agents, servants, employees, and subcontractors undertook and were under a duty to develop, construct and repair townhomes and

buildings in accordance with the building code, construction industry standards and practices and in accordance with all requirements imposed by the laws and statutes of the State of South Carolina.

62. These Defendants were negligent, grossly negligent, careless, reckless, willful and wanton, in developing, constructing, repairing, and selling of the townhomes, buildings, common areas and units at issue. Such negligence, gross negligence, carelessness, recklessness, willfulness and wantonness, includes but is not limited to the following particulars, to-wit:

- A. In failing to use due care in development, construction, repair and sale of the townhomes and buildings at issue;
- B. In developing, constructing, and selling townhomes and/or buildings which fail to provide sufficient barriers against the intrusion of water into the wall system and an adequate avenue for exit of water that gets into the system resulting in damage to the units and buildings;
- C. In failing to select proper building materials and building materials free from defect;
- D. In developing, constructing and repairing the townhomes and buildings in violation of the applicable building codes, standard building practices and accepted construction industry standards and practices;
- E. In failing to properly coordinate trades including subcontractors;
- F. In failing to properly supervise construction;
- G. In failing to act as a reasonable person would in circumstances then and there prevailing;
- H. In failing to recognize and disclose the deficiencies, and failing to construct an adequate exterior building envelope free from defect;
- I. In failing to make proper repairs;
- J. Other deficiencies or failures as will be proven at trial.

63. That as a direct and proximate result of the negligence, gross negligence, carelessness, willfulness, wantonness of these Defendants, the Plaintiffs and putative class members have suffered actual, incidental, consequential, and special damages including the expense of having to hire experts to investigate the causes of the water intrusion and construction defects and failures set forth above and having to spend substantial sums of money in order to

renovate, correct, repair and restore the townhomes, buildings at issue to make them safe and habitable. Additionally, the Plaintiffs and putative class members have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject townhomes and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the townhomes and buildings. Each year since completion new areas of damage have occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiffs and putative class members to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

FOR A SECOND CAUSE OF ACTION

(Breach of Warranty of Habitability, Breach of Warranty Against Latent Defects, Breach of Warranty of Workmanlike Services, Breach of Warranty for Fitness for a Particular Purpose and Breach of Warranty of Merchantability and Serviceability and Breach of Express Warranty)
(AS TO ALL DEFENDANTS)

64. Each and every allegation contained in Paragraphs 1 through 63 above are incorporated herein by express reference as though fully set forth.

65. That the Defendants, implicitly and/or expressly warranted and provided warranties that the subject townhomes, buildings and the building components manufactured, distributed and installed therein, and common areas would be habitable and fit for its intended uses, and that said townhomes, buildings and manufactured components would be developed, constructed, repaired, manufactured, distributed and installed in a fit, serviceable, good and workmanlike fashion in accordance with the applicable building codes, and accepted construction and product industry standards applicable thereto and that the subject townhomes,

buildings, manufactured components, and common areas would be merchantable, free from latent defects and fit for the particular purpose for which the townhomes, buildings, and products were developed, constructed, built, manufactured, distributed and sold.

66. That the Defendants, breached said warranties by developing, constructing, supervising and/or failing to supervise, repairing, manufacturing and distributing products, and selling the subject townhomes and buildings in such manner as to be in violation of applicable building codes, not in conformance with accepted construction and product industry standards.

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

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

68. Each and every allegation contained in Paragraphs 1 through 67 above are incorporated herein by express reference as though fully set forth.

69. The Defendants, are “persons” within the meaning of South Carolina Code § 39-5-10(a).

70. The Defendants, by their actions in developing, constructing, repairing, supervising and overseeing construction activities are engaged in commerce within the meaning of South Carolina Code §39-5-10(b).

71. The Defendants, by their action(s) described hereinabove, constitute unfair and deceptive practices within the meaning of South Carolina Code §39-5-20(a).

72. The Defendants’ act(s) are capable of repetition and, upon information and belief and in accord with the allegations herein, have been repeated.

73. The Defendants’ conduct affects the public interest of the people of South Carolina.

74. The Defendants knew or should have reasonably known, that their conduct violated the Unfair Trade Practices Act.

75. As a direct, foreseeable and proximate result of the Defendants’ unfair and deceptive practices, the Plaintiffs and putative class members have suffered actual, direct, incidental, consequential and special damages, including but not limited to, the expenses associated with having to hire experts to investigate the causes of the defects set forth above and having to spend substantial sums of money in order to renovate, correct, repair and restore the

townhomes, buildings, building components and common areas to make them safe and habitable. Additionally, the Plaintiffs and putative class members have been injured and otherwise damaged in that there has been a continuous exposure to moisture and water that intruded and continues to intrude into the subject townhomes and buildings causing and resulting in damage to walls, deterioration, and other damages to the finishes and structural elements of the townhomes and buildings. Each year since completion new areas of damage occurred, separate and apart from any damage already in progress of occurring. All of which has or will require the Plaintiffs and putative class members to expend great amounts of money to correct and repair as well as suffer the loss of use and enjoyment of their property by virtue of the defects and damages aforesaid.

FOR A FOURTH CAUSE OF ACTION
(BREACH OF FIDUCIARY DUTY)
(AS TO ALL DEFENDANTS)

76. Each and every allegation contained in Paragraphs 1 through 75 above are incorporated herein by express reference as though fully set forth.

77. The Defendants in their capacity as developer and seller of Royal Palms owed fiduciary and fiduciary-like duties to the Plaintiffs and putative class members.

78. The Defendants were bound to act honestly and in good faith and with full disclosure with regards to all matters relating to the development and sale of the townhomes and buildings.

79. Given the existence of the Fiduciary and Fiduciary- like duties, the burden is on the Defendants to prove the appropriateness of their actions with and to the Plaintiffs and putative class members.

80. The Defendants attempted to circumvent their legal obligations and duties to the Plaintiffs and putative class members and to benefit themselves at the Plaintiffs' and putative class members' expense by, among other things, inserting an anti-suit and warranty disclaimer and waiver provisions in the Royal Palms governing documents.

81. The Defendants breached their fiduciary duty owed to the Plaintiffs and putative class members by the following:

- A. In failing to act in good faith and with due regard to the interests of the Plaintiffs and putative class members;
- B. In failing to ensure that the buildings from which they profited complied with the applicable building code, industry standards, and state law;
- C. In failing to disclose that the buildings from which they profited were not constructed in compliance with the applicable building code, industry standards, and state law;
- D. In attempting to circumvent their legal duties through an anti-suit and warranty disclaimer and waiver provision;
- E. In failing to provide the monies necessary to repair the common areas and limited common areas;
- F. In failing to adequately perform its duties and responsibilities set forth in the Governing Documents;
- G. In making decisions for the Plaintiffs and putative class members that benefited their interests at the expense of the Plaintiffs and putative class members;
- H. In negligently performing their duties; and
- I. In such other acts which will be shown through the course of discovery and trial.

82. The Defendants, further breached their fiduciary duties to the Plaintiffs and putative class members by failing to take steps to remedy the foregoing wrongs while controlling the Association.

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

FOR A FIFTH CAUSE OF ACTION
(DECLARATION ACTION/REFORMATION AS TO
ALL DEFENDANTS)

84. Each and every allegation contained in Paragraphs 1 through 83 above are incorporated herein by express reference as though fully set forth.

85. The anti-suit and warranty disclaimers and waiver provisions of Governing Documents for Royal Palms Holding, LLC are in violation of public policy, laws of this State and/or provisions of the Constitution, and these Defendants' fiduciary duties.

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

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

88. The Plaintiffs and putative class members are also entitled to have ambiguous and contradictory provisions, as well as the anti-suit and warranty disclaimer and waiver provisions in the Governing Documents and other transaction documents construed against the Defendants and/or reformed by the Court to more accurately reflect the reasonable expectations of the Plaintiffs and putative class members.

RELIEF REQUESTED

WHEREFORE, the Plaintiffs respectfully pray that hold the Defendants, jointly and severally liable for the conduct complained of herein, enter a Judgment against the Defendants and in favor of the Plaintiffs for the relief as requested in this Complaint, including actual and punitive damages and costs and attorney's fees, and for such other and further relief as may be deemed appropriate.

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

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Charleston, South Carolina
October 29, 2019

Attorneys for Plaintiffs

STATE OF SOUTH CAROLINA)
) Court of Common Pleas
COUNTY OF CHARLESTON) Case No. 2019-CP-10-04807

ERIK KRAMER and KEVIN N. HEDGES,)
on behalf of themselves and others)
similarly situated,)

Plaintiffs,

VS.

Transcript of Record
(via video)

LENNAR CAROLINAS, LLC, ALPHA PRIME,))
 LLC, ALPHA PRIME CONSTRUCTION, LLC,))
 SAGEHORN AND COMPANY, INC., and))
 ROYAL PALMS HOLDING, LLC,))

Defendants.

DATE: July 14, 2020

B E F O R E:

THE HONORABLE BENTLEY PRICE

A P P E A R A N C E:

GEORGE E. MULLEN and ROBERT L. WYLIE, IV
Attorneys for Plaintiffs, Erik Kramer and Kevin N.
Hedges

AMANDA MORGAN BLUNDY
Attorney for Plaintiff, Susan Rhoden

WILLIAM GREEN DESCHAMPS, IV
Attorney for Defendant, Lennar Carolinas, LLC

Original transcript ordered by:
Parker Poe

Stenographically recorded and transcribed by:

Karen V. Andersen, RMR, CRR, CSR

1 THE COURT: Good afternoon. What we are going
2 to do is, we will begin with the plaintiffs. If plaintiffs'
3 counsel will introduce themselves and the parties in which they
4 represent. And then whoever's motion it is, if you will just
5 indicate it's your motion, I will be happy to hear from you.
6 So let's start with the plaintiff.

7 MR. MULLEN: I'm George Mullen. I represent the
8 plaintiffs, which is Erik Kramer and Kevin Hedges. With me
9 should be Bobby Wylie somewhere.

10 MR. WYLIE: I'm here.

11 THE COURT: Mr. Wiley, yes, sir.

12 MR. WYLIE: I'm here also, along with Mr.
13 Mullen, representing the plaintiffs.

14 THE COURT: All right.

15 MS. BLUNDY: Good afternoon, Your Honor. My
16 name is Amanda Blundy. And I also represent the plaintiffs.

17 THE COURT: All right.

18 MR. DESCHAMPS: Good afternoon, Your Honor.
19 This is Will DesChamps. And I represent defendant Lennar
20 Carolinas, LLC. And, again, I apologize that I am not able to
21 get on the video conferencing, but I hope y'all can hear me
22 okay.

23 THE COURT: Yeah. We can hear you fine. No
24 problem at all.

25 All right. What are the two motions?

1 MR. DESCHAMPS: Your Honor, again, this is Will
2 DesChamps on behalf of Lennar Carolina, LLC. We have a motion
3 to dismiss and compel arbitration to be heard today.

4 THE COURT: All right. So it's a motion to
5 dismiss and compel arbitration, or is it two motions?

6 Mr. DESCHAMPS: It's one motion. It's a
7 motion to compel arbitration.

8 THE COURT: And then we have a plaintiff's
9 motion to compel; is that correct? That's what's on the
10 roster.

11 MS. BLUNDY: Yes. There's a plaintiff's motion
12 to compel discovery responses, which, obviously, relates to
13 whether we stay in this court, Your Honor.

14 THE COURT: All right. So, then we will need to
15 hear the motion to dismiss and compel arbitration first.
16 Because, obviously, that will make the motion to compel moot.
17 So I will mute myself. Be happy to hear from you.

18 MR. DESCHAMPS: Thank you, Your Honor. May it
19 please the Court. In this case, two homeowners have sued
20 Lennar Carolinas alleging that their home that was built and
21 sold by Lennar contains construction defects. Lennar responded
22 to this lawsuit by filing the present motion, asking the Court
23 to compel this matter to arbitration. It supported our motion
24 with an affidavit submitting -- showing -- submitting purchase
25 orders and showing that these plaintiffs entered into -- I'm

1 sorry -- a purchase agreement with Lennar for these homes. And
2 in the purchase agreement and in our memo in support, that
3 these purchase agreements contain valid arbitration agreements.
4 These arbitration agreements state, "that any dispute shall be
5 submitted to binding arbitration."

6 And so with this motion, Your Honor, Lennar is
7 asking the Court to enforce these arbitration provisions and to
8 compel plaintiffs' claims to arbitration.

9 Your Honor, about 30 minutes ago, I sent an
10 order from the South Carolina Court of Appeals. And this was
11 an order that was issued in June in the case of *Damico v.*
12 *Lennar*. And so this opinion, I think, is particularly
13 instructive for the present motion, because, as is quoted in
14 the Court of Appeals opinion, the arbitration provision in that
15 case is precisely the same one at issue in this case. As you
16 could tell from the caption of that *Damico* case, it was
17 involving Lennar Carolinas as well.

18 In that case, after Lennar Carolinas was sued by
19 a homeowner, so much of this case, it moved to compel
20 arbitration under the purchase agreement with the same
21 arbitration agreement. In that case, the trial court denied
22 Lennar's motion. And Lennar appealed. And then on appeal, the
23 Court of Appeals, about a month ago, again, reversed entirely,
24 in finding that this arbitration provision was valid and should
25 have been enforced.

1 So, Your Honor, for obvious reasons, I wanted to
2 bring that to your attention, given that if the same
3 arbitration agreement, if the Court found it valid, should be
4 enforced. But I also wanted to provide Your Honor with that
5 opinion because I thought the written text of the opinion was
6 useful in that it provided what I thought was a clear and very
7 instructive framework on how trial courts should analyze these
8 types of motions to compel.

9 And I'm going to refer to the opinion now. And
10 if Your Honor does have it in front of you, I will point to
11 where I'm looking. But the Court of Appeals in this opinion
12 stated -- started by stating that, "Due to strong South
13 Carolina and federal policy favoring arbitration, arbitration
14 agreements are presumed valid."

15 So there's a presumption of enforceability here
16 under South Carolina and federal law. After laying that basic
17 groundwork, the Court said that they first need to consider
18 whether the arbitration -- I'm sorry, whether the Federal
19 Arbitration Act applies to the contract to the arbitration
20 agreement. May be repeating something the Court knows, but the
21 purpose that -- or the reason that's important to determine
22 that the Federal Arbitration Act applies is because the
23 plaintiffs in this case have argued that under a specific South
24 Carolina statute, that these particular contracts, that the
25 arbitration provision in them is not enforceable. But they

1 argued that a notice written in the first page of the agreement
2 lacks certain details that South Carolina statute says are
3 necessary to enforce the arbitration agreement.

4 Well, what the courts have done is, they found
5 that any contract during the arbitration agreement that the
6 Federal Arbitration Act applies to, that those state law
7 provisions that would otherwise invalidate arbitration
8 agreement, that they are preempted. And, therefore, they would
9 not serve to render the arbitration agreement unenforceable.

10 The basic test for determining whether or not
11 the Federal Arbitration Act applies is whether the transaction
12 "involves interstate commerce." And the case law continually
13 has found that the breadth of that test is the full extent of
14 the commerce clause in the Constitution.

15 So this was the first issue that the Court of
16 Appeals decided in the recent *Damico v. Lennar* case. And in
17 that case, they found that the FAA did apply. And they found
18 it did for two different reasons. And, Your Honor, I will show
19 that those two reasons also apply in this case. The first
20 reason they found that the FAA applies is because the contract
21 specifically stated that "the parties specifically agreed that
22 this transaction involves interstate commerce."

23 That provision is contained within Section 16.1
24 of the contract, which is the arbitration agreement in the
25 contract. Court of Appeals said, "We must enforce this

1 agreement like any other contract term." And found for that
2 simple reason, that the FAA did apply, because the parties
3 specifically agreed that it did, and that that agreement and
4 the contract must be enforced.

5 And the Court made clear that that would end
6 their inquiry. And it would conclusively find that the FAA
7 applied for that reason.

8 But they also added a second reason why they
9 found the FAA applied. And that is because they found, as a
10 matter of fact, that the transaction at issue did, in fact,
11 involve interstate commerce.

12 Basic law on this, under a couple of cases, is
13 that construction contracts, uniformly and repeatedly, South
14 Carolina courts have found do involve interstate commerce,
15 based on the simple truth that it's practically impossible to
16 construct a building without using out-of-state materials and
17 contractors and the like. And, typically, well, in this case,
18 and in those cases that it previously found, that we submitted
19 an affidavit showing that, in fact, out-of-state products and
20 vendors were used in construction of these subject homes.

21 Now, there is a prior South Carolina case called
22 *Brentwood v. Bradley* (sic), in which the Court -- which the
23 Supreme Court said that the sale of a completed home is
24 entirely intrastate, as in if a home had been entirely
25 completed. And then the only -- the transaction involving

1 arbitration agreement is simply the sale of a completed home.
2 Then the Court has found that that is intrastate. And that the
3 FAA wouldn't apply in that narrow sense.

4 But in that *Bradley v. Brentwood Homes's*
5 opinion, the Supreme Court also made it clear that where, as
6 here, the transaction also involved construction, then their
7 narrow rules would not apply, and that like the other cases,
8 finding that construction contracts involved interstate
9 commerce, it would here as well.

10 So in our affidavit that we submitted in support
11 of this motion, we showed that this was not only just the sale
12 of a completed home, but, in fact, this transaction also
13 involved construction of the homes. And we did this by a
14 number of ways, but also by showing that the date of the
15 purchase agreements predated almost all of the construction.
16 That is, most of the construction for these homes happened
17 after they agreed to buy it from Lennar. So the transaction
18 involved not only sale, but also construction of these subject
19 homes.

20 So, therefore, Your Honor, I would show that the
21 two reasons that the South Carolina Supreme Court recently
22 found that the other Lennar Carolina purchase agreement did
23 involve interstate commerce and, therefore, the FAA did apply,
24 that those same two reasons also apply to the agreements and to
25 the arbitration agreements in this case. Therefore, the

1 primary reason that the plaintiff is arguing that these
2 arbitration agreements are not enforceable would not apply.
3 That is, the requirements in the South Carolina statute about a
4 notice provision would not serve to invalidate these
5 arbitration agreements.

6 THE COURT: All right. I thought you were
7 finished. Go ahead.

8 MR. DESCHAMPS: That would be part one of the
9 analysis in determining that the FAA applies. The courts have
10 shown, and the *Damico* opinion makes it clear, the next part of
11 their analysis is determining whether there is a valid
12 arbitration agreement under the Federal Arbitration Act.

13 Now, to do so, courts are instructed to apply
14 what's called the Prima Paint doctrine. The namesake for that
15 is an old U.S. Supreme Court decision, but under the Prima
16 Paint doctrine, circuit courts, when evaluating whether there's
17 a valid arbitration agreement, are instructed to look only at
18 the arbitration provision and not to the whole contract,
19 meaning that if a party opposing the arbitration cannot argue
20 that arbitration agreement is unenforceable by arguing that
21 some unrelated provision in a different provision of the
22 contract is unenforceable, instead, the courts are instructed
23 to look only to the arbitration provision itself.

24 And the memorandum in opposition that the
25 plaintiffs filed in this case, they asked the Court to consider

1 a host of other provisions and other documents, in fact, that
2 are not part of the actual arbitration provision in the
3 purchase and sale agreement. That is precisely what the Court
4 of Appeals found was reversible error in the *Damico v. Lennar*
5 *Carolinas* decision.

6 So, Your Honor, we would say that the Court
7 should follow this recent instruction from the Court of Appeals
8 and the long-standing Prima Paint doctrine, and look only to
9 the arbitration agreement itself in determining whether or not
10 there's a valid and enforceable agreement.

11 One point on this that I want to mention is that
12 in plaintiffs' memorandum in opposition, when they tried to ask
13 the Court to refer to a bunch of other documents and other
14 provisions, what they are essentially arguing is that these
15 other provisions are so intertwined with the actual arbitration
16 provision property that they should all be considered together
17 a single arbitration provision.

18 And their basis or the authority they cite for
19 this intertwinement theory is a South Carolina Supreme Court
20 decision by the name of D.R. Horton. And in that case, the
21 contract at issue contained a provision called quote -- or it
22 contained a paragraph called, "warranties and dispute
23 resolutions." And that was a single numbered paragraph,
24 paragraph 14 in their contract. And several subparts in that
25 paragraph contained not only the actual arbitration clause, but

1 also several limitations on remedies.

2 In that particular contract, the parties seeking
3 to enforce arbitration had included a clause that all money
4 damages would not be available. And so the court found that
5 because those subsections were all part of a single paragraph
6 called "warranties and dispute resolutions", that all those
7 together would be a single arbitration clause because they are
8 intertwined together in a single paragraph.

9 The plaintiffs in this case are trying to extend
10 that narrow ruling much more broadly by saying that any other
11 document that any part of this contract may reference or refer
12 to by reference should be considered part of the arbitration
13 agreement here. But that is extending that ruling far beyond
14 its reading.

15 The actual arbitration provision in these
16 agreements do not reference the other documents. They stand
17 alone. And under the Prima Paint doctrine, those are the only
18 parts that the Court should consider. And, again, that is
19 precisely what the *Damico* court decided a month ago, that only
20 that section should be considered.

21 So that's the Prima Paint doctrine. And under
22 that, once you have identified only paragraph 16 of the
23 agreement, the Court then only needs to satisfy itself that
24 that limited arbitration agreement is not invalid under any
25 general state law contract defense, such as fraud or duress or

1 conscionability.

2 Here, this arbitration provision is wholly
3 unremarkable and a standard arbitration agreement that is
4 enforced all the time. Not only is it not unconscionable, it's
5 quite the opposite in that they are presumed valid. And we
6 know that under FAA and South Carolina, that enforcement of
7 arbitration agreements like this are encouraged. And it's
8 public policy to encourage their enforcement.

9 So once the Prima Paint doctrine is properly
10 applied and you look only at this narrow arbitration agreement,
11 there's no basis for arguing that it's invalid under state law.
12 That's precisely what the Court of Appeals already found in the
13 prior case. And that's just what they did. They looked at
14 these arbitration agreements, found they are valid, and found
15 they should be enforced. And, Your Honor, that's what we would
16 ask that you do now.

17 One final point, and this, again, to repeat
18 myself, is what the *Damico* court concluded its analysis with,
19 is it pointed out that in Section 16 of the purchase
20 agreements, again, that's the arbitration agreement, it stated,
21 "All decisions respecting the arbitrability of any dispute
22 shall be decided by the arbitrators."

23 The Court said based on that language and based
24 on that deferral of issues of arbitrability through the
25 arbitrator, that concludes their inquiry entirely. All they

1 need to do is establish the existence of a valid arbitration
2 agreement. And once that's done, the matter must be referred
3 to arbitration. And any other argument the plaintiffs may have
4 as to arbitrability, those will be decided by the arbitrators,
5 not by the court.

6 So, Your Honor, that's -- we feel that the
7 framework for this has been laid out very clearly recently by
8 the Court of Appeals. And, luckily, it was involving precisely
9 the same arbitration agreement. And so, Your Honor, we would
10 ask that you follow their lead and find the same in this case.
11 Thank you.

12 THE COURT: All right. Thank you very much.
13 Who's going to be arguing on behalf of the
14 plaintiffs?

15 All right. You are muted. Hold on. You are
16 muted.

17 MR. MULLEN: All right, Judge. How about now?

18 THE COURT: Happy to hear from you.

19 MR. MULLEN: This is the first Zoom hearing I've
20 had.

21 THE COURT: Oh, I wish I could say the same.

22 MR. MULLEN: Well, you are not wearing your robe
23 today, though. My wife told me I had to wear a coat and tie
24 because you would be in a robe.

25 THE COURT: We start these at 9:30 and we don't

1 stop usually until 4. And we do them every 30 minutes. So
2 everybody is allotted the same amount of time. So I talk to a
3 lot of people around the state. Everybody always says how much
4 they don't miss the traveling. Like, if you are from
5 Greenville, just to come down to argue a ten-minute motion,
6 that's your day. And the only thing I've enjoyed is not
7 wearing that robe. And I wear a golf shirt every day.

8 MR. MULLEN: Best way to do it.

9 THE COURT: Well, I figure I'm going to sit here
10 all day, I might as well be comfortable.

11 MR. MULLEN: All right.

12 THE COURT: Happy to hear from you.

13 MR. MULLEN: Your Honor, basically, we've got
14 three issues here. And to summarize them, first, we say that
15 the arbitration agreement that is referenced in the contract
16 doesn't comply with the South Carolina Uniform Arbitration Act;
17 therefore, it's not enforceable.

18 Secondly, I will say that the Federal
19 Arbitration Act doesn't apply, because this is strictly a real
20 estate contract. And our case law *Bradley v. Brentwood* from
21 Supreme Court says that real estate transactions are local in
22 nature. FAA does not reach that, because it's not a
23 transaction of interstate commerce.

24 And, thirdly, even if the FAA applied, that we
25 have such unconscionable provisions in this contract that are

1 intertwined with the arbitration provision itself, that under
2 our state law, it will be an unenforceable contract. And,
3 therefore, you should reject it.

4 Let's start with the South Carolina Uniform Act.
5 If you look at the purchase and sale agreement, and this is
6 critical also, the purchase and sale agreement in this case is
7 not a construction contract. It is for the purchase and sale
8 of a residence, of a house. That's the distinction that Mr.
9 DesChamps failed to make to you. Two totally different type
10 of contracts we are dealing with.

11 I represent a lot of contractors in this part of
12 the state. Homeowner building a house, he buys himself a lot.
13 He goes as to the contractor. He negotiates with that
14 contractor. Typically, will have an architect involved that
15 comes with a set of plans, specifications. You get the
16 contractor. Contractor bids it out. Contractor then takes it
17 and bids that out to subcontractors. Buys his materials.
18 Brings in -- particularly down in Hilton Head, probably some
19 subs from the Savannah area to come in.

20 And in the process of that contractor building
21 the house, he will use subcontractors from out of state. He
22 will get materials from out of state. All of that is integral
23 and part of the contract that my owner, who already owns the
24 property, has with that general contractor. That's a
25 construction contract. And our courts are very clear that that

1 does involve interstate commerce. And, therefore, Arbitration
2 Act will apply.

3 This is not what we are dealing here today with,
4 sir. What we have is a purchase and sale agreement. And
5 attached to that purchase and sale agreement are, I guess, some
6 dozen riders all dealing with the purchase of a house. We
7 signed the purchase and sale agreement while this particular
8 townhouse was under construction. This project involves 72
9 units in 15 buildings that consistent in either four units or
10 six units to a building. This project was under construction
11 before either of our named class representatives came and
12 signed a contract to purchase the house.

13 Again, what they signed was a purchase and sale
14 agreement, not a contract to actually build the house. That's
15 critical. And I will go through some distinctions in this
16 contract which even support that more.

17 But the contract did have this provision in it.
18 At the very top of the first page, in caps, it says: Pursuant
19 to Section 15-48-10, South Carolina Code of Laws, as amended,
20 this shall constitute written notice that this agreement is
21 subject to mandatory binding arbitration pursuant to Section 16
22 of this agreement.

23 Now, that statute is the South Carolina Uniform
24 Arbitration Act. And it is very specific. It requires, for it
25 to be an enforceable arbitration agreement, that you must

1 provide notice on the first page, in caps, which this agreement
2 does. But it also provides that the end cap language giving
3 notice must be underlined, or as an alternative, you can use a
4 rubber stamp setting forth the notice that it is subject to
5 arbitration.

6 Our courts have been absolutely clear that you
7 must have strict compliance with the statute in the notice
8 provision, which means that the notice of the contract being
9 subject to arbitration must be in caps, underlined on the first
10 page. The failure to underline -- our cases say that may seem
11 inconsequential. It is required by our statute. And our
12 legislature specifically set that forth. And if you failed to
13 specifically follow that, then the arbitration provision is
14 unenforceable. And that case is *Soil Remediation v. Nu-Way*
15 *Environmental*.

16 There's a reason for this. Jury trials are
17 highly protected in this state. As a matter of fact, if you
18 look at our State Constitution, in Article 1, Section 14, it
19 says: The right to jury trials are inviolate.

20 Inviolable, that's awful strong language. Means
21 it cannot be violated. If it is going to be violated, then it
22 must be strict compliance with the statute that allows for
23 that. They failed to follow that strict compliance, which
24 makes the arbitration provision in the purchase and sale
25 agreement unenforceable.

1 Now, we do have a doctrine of preemption. And
2 this is something Mr. DesChamps was talking about in his
3 argument a moment ago. And the way the Federal Arbitration Act
4 is applied is, if you have a transaction that involves
5 interstate commerce, but you have specifically provided in your
6 contract that it's going to be governed by your state
7 arbitration act, if that state arbitration act would defeat the
8 arbitration, because they failed to comply, like they did in
9 this case, then if the Federal Arbitration Act is triggered
10 because of interstate commerce being involved under this
11 transaction, then the FAA trumps and it preempts. And it would
12 be governed by that.

13 But the critical question is, is interstate
14 commerce involved in this transaction. And it is this
15 transaction, this contract which is critical, because what you
16 are dealing with in this contract, in this case, is a purchase
17 and sale agreement of a piece of real estate.

18 Now, the case that's most important to this is
19 our South Carolina Supreme Court case from 2012, *Bradley v.*
20 *Brentwood*. And in that case, they said, we agree with the
21 circuit court's conclusion that Brentwood Homes failed to
22 satisfy its burden of proof of none of the factors relied upon
23 to establish the involvement of interstate commerce, because it
24 negates the interstate nature of a sale and purchase of
25 residential real estate.

1 The conclusion says, because the essential
2 character of the agreement was strictly for the purchase of a
3 completed residential dwelling and not the construction, we
4 find the FAA does not apply, as these types of transactions
5 have historically been deemed to involve intrastate commerce.
6 Exact situation of what we are dealing with here.

7 Now, in reaching that conclusion, in footnote
8 No. 8, the court specifically did say this, and we acknowledge
9 this: We emphasize that had the agreement actually encompassed
10 the construction of the residence, it would have been subject
11 to the FAA, as our appellate courts have consistently
12 recognized that contracts for construction are governed by the
13 FAA.

14 But what they have done in *Brentwood* is they
15 have been very specific to distinguish between a construction
16 contract and a contract for the purchase and sale of real
17 estate. And this is true.

18 Even in the *Brentwood* case, it was a home that a
19 builder was building a spec home. And it was near the end of
20 completion when he puts it up for sale. And in the case, he
21 attempts to argue that the FAA should apply, because he said he
22 used out-of-state builders and out-of-state materials. And
23 this is what the Supreme Court said, that out-of-state
24 materials, suppliers and subcontractors, when used for the
25 construction of a residence, has no bearing on the purchase of

1 a completed dwelling. This is what's critical.

2 Our plaintiffs -- our named plaintiffs -- were
3 not involved with the selection of the architect, the selection
4 of the contractor, the selection of subcontractors, the
5 selection of materials, the design, the overseeing of the
6 construction, the getting of the construction loan, the
7 disbursement of the construction loan as the process went
8 forward, the inspections during pending applications to take
9 place during the construction of the residential process, the
10 achievement of lien waivers from subcontractors and materials
11 involved in the construction, none of that. All of that an
12 integral part of construction contract.

13 That is not what we had here. Instead, let me
14 go through and tell you some of the specifics of the contract
15 that you are dealing with here and how it addresses this. And,
16 first of all, what do they call it? The agreement is called
17 purchase and sale agreement. Paragraph No. 1, purchase and
18 sale: Buyer agrees to buy and seller agrees to sell to buyer
19 Model REGAL constructed or to be constructed on the following
20 described property, Lot 58.

21 Buyer agrees to buy and seller agrees to sell.
22 Nowhere does it say owner agrees to contract and contractor
23 agrees to build on lot, because this isn't a construction
24 contract.

25 The residence and improvement, the home

1 constructed or to be constructed on this described property,
2 the homesite, and all appurtenances thereto are collectively
3 referred to in this agreement as the "property." We didn't buy
4 various materials that were incorporated into this house. We
5 didn't hire the labor that went into this house. What we
6 bought was a constructed home. And until that home was
7 constructed, we had no rights whatsoever to it.

8 As a matter of fact, in this construction
9 contract, I mean, in this purchase and sale contract, they had
10 a number of documents, over a dozen documents dealing with
11 buying a new home. And one of them was Rider B, the Coastal
12 Carolina Division. And, again, everything was referring to
13 buyers and sellers, never owner and contractor. And they were
14 very specific in this rider to tell the owner, the buyer, that
15 prior to closing, you have no right of entry onto this
16 property. You have no right to go out and inspect the quality
17 of construction as it is going to. You have no right to
18 direct the contractor in the activities that he is engaging in.
19 You have no right to order additional work be done on the
20 project.

21 Sellers are not obligated to provide any
22 options, upgrades, or extras. The seller determines when this
23 house is substantially complete in its sole and unfettered
24 opinion.

25 We don't have a right to say, you haven't

1 finished that house yet. Oh, no, you can't tell me that,
2 because you don't own it. This is Lennar's home. And they
3 will say in their own unfettered opinion when it is completed
4 and when it's not.

5 And, finally, and this is critical as to what is
6 the distinction in buying a house that's completed, and then if
7 I was an owner of the property and contracted with a new
8 contractor, the seller maintains absolute right, this is
9 Lennar, maintains absolute right to make modifications to plans
10 and specifications as it deems appropriate.

11 Now, you go out and you hire a contractor. You
12 hire an architect and contractor to build your house. You are
13 going to let that contractor, in his sole and unfettered
14 discretion, tell you, oh, by the way, you can't watch what I'm
15 doing? Are you going to let that contractor tell you, in his
16 sole and unfettered discretion, that I can change the plans and
17 I can change the specifications as I choose to? Of course not.
18 That's not what these people are getting.

19 The only time they are allowed to go on to this
20 property and see this property is when the owner, Lennar, has
21 declared that, I have now reached substantial completion,
22 again, in my own unfettered opinion, and that it is time for
23 you to buy the house, it is time for you to come to closing and
24 you do a pre-closing inspection.

25 All of this is set out in these documents.

1 Every bit of it is set out in these documents. And we then
2 have a closing, just as if you were to go next-door when you
3 bought your house and went into probably your law partner's
4 office and he closed it. That's what this is. And that is a
5 distinction which is absolutely critical to make in this case.

6 THE COURT: All right. Mr. Mullen, appreciate
7 it.

8 Mr. DesChamps, anything briefly?

9 MR. MULLEN: I wasn't even finished yet, but if
10 I convinced y'all, I will be quiet.

11 THE COURT: Well, the hearings are every 30
12 minutes. Other people are waiting. So we've got to keep
13 moving.

14 Anything briefly in response, Mr. DesChamps? I
15 will be happy to give you a couple of seconds. You are muted
16 if you are talking.

17 MR. DESCHAMPS: Okay. Can you hear me now,
18 Judge Price?

19 THE COURT: Yes, sir.

20 MR. DESCHAMPS: Okay. Sorry about that. Very
21 quickly. I want to reiterate that these agreements are found
22 to be applied under the FAA for two reasons. And the first one
23 is clear, that the parties specifically agreed that the
24 transactions involved interstate commerce. And that South
25 Carolina Court of Appeals has already found that is a valid

1 provision that should be enforced. So, the rest of Mr.
2 Mullen's arguments wouldn't negate that simple point.

3 And then, finally, I did want to add, Your
4 Honor, as it relates to whether or not this agreement involved
5 interstate commerce, in fact, that these particular purchasers
6 stated in an affidavit in opposition to our motion that they
7 had no involvement with the collection of materials "other than
8 collecting certain finish options from a list of options
9 presented by Lennar Carolinas".

10 And the list of options submitted by these
11 purchasers via affidavit and signed by them, that the options
12 was signed by them includes items that were shipped from out of
13 state. That includes a GE appliance, as well exterior trim.
14 And you can see from the affidavit that Lennar submitted from
15 Joe Johnson that the -- I mean, that the GE appliance and
16 exterior trim were out-of-state products. So another reason
17 why this particular transaction would involve interstate
18 commerce.

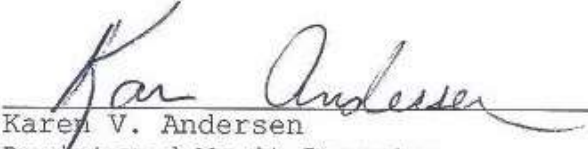
19 The COURT: All right. Ladies and gentlemen,
20 thank you so very much. I will take this into consideration.
21 And I will give you my answer by the end of the day. All
22 right? Thank you all so very much. And have a wonderful day.

23 (Whereupon, the proceedings are adjourned.)
24
25

CERTIFICATE OF REPORTER

I, Karen V. Andersen, Registered Merit Reporter,
Certified Realtime Reporter for the State of South Carolina at
Large, do hereby certify that the foregoing transcript is a
true, accurate and complete Transcript of Record of the
proceedings.

I further certify that I am neither related to nor
counsel for any party to the cause pending or interested in the
events thereof.


Karen V. Andersen
Registered Merit Reporter
Certified Realtime Reporter

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Susan Rhoden, on behalf of herself and others
similarly situated,

Plaintiffs,

vs.

Lennar Carolinas, LLC, Alpha Prime, LLC,
Alpha Prime Construction, LLC, Sagehorn and
Company, Inc., and Royal Palms Holding,
LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2019-CP-10-04807

**LENNAR CAROLINAS, LLC'S
MOTION TO DISMISS AND
COMPEL ARBITRATION**

PLEASE TAKE NOTICE THAT Defendant Lennar Carolinas, LLC (“Lennar”), by and through its undersigned counsel, pursuant to Rule 12 of the South Carolina Rules of Civil Procedure, moves to dismiss this action and compel Plaintiff Susan Rhoden (“Plaintiff”) to submit to mandatory and binding arbitration.

The basis for this Motion is that the Court lacks jurisdiction to hear and decide the claim herein and the Court of Common Pleas is not the proper forum for the resolution of the claim because the claims asserted in Plaintiff’s Complaint are subject to mandatory and binding arbitration under the terms of the original Purchase and Sale Agreement (“Agreement”) with Lennar, a copy of which is attached hereto as Exhibit A.

Section 16.1 of the Agreement provides:

The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall . . . be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by or in a court of law or equity.

The Agreement defines a “Dispute” as:

“Disputes” (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Buyer’s representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer’s children or other occupants of the Property, or in the Community.

Exhibit A.

This agreement was restated and reaffirmed on the first page of the Title to Real Estate for Plaintiff’s Residence in conspicuous, bold, and all-caps font:

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS DEED IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO EXHIBIT A OF THIS DEED.

Exhibit B (emphases in original).

Lennar seeks to compel arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.*, or, alternatively, the South Carolina Uniform Arbitration Act, S.C. Code §§ 15-48-10, *et seq.* Both federal law and South Carolina law favor the resolution of disputes through arbitration. *See Landers v. Fed. Deposit Ins. Corp.*, 402 S.C. 100, 109, 739, S.E.2d 209, 213 (2013). Therefore, any dispute that falls within the scope of an arbitration clause must be submitted to arbitration. *See Zabinski*, 346 S.C. at 592, 553 S.E.2d at 116 (“Unless a court can say with positive assurance that the arbitration clause is not susceptible to an interpretation that covers the dispute, arbitration should generally be ordered.”). Moreover, “any doubt as to whether [a claim is] subject to arbitration must be resolved in favor of arbitration.” *Hall v. Green Tree Servicing, LLC*, 413 S.C. 267, 275, 776 S.E.2d 91, 96 (2015). Because Plaintiff’s claims fall within the scope of the respective arbitration provision, Lennar respectfully requests an Order dismissing the action and compelling Plaintiff to arbitrate the claims.

This Motion is based on and will be supported by the pleadings in this action, the controlling statutes and rules, applicable case law, and any appropriate memoranda of law or affidavits filed in support of this Motion, any additional documents required by the Court, and such supporting arguments as may be submitted in connection herewith.

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

By: s/ Taylor H. Stair
Taylor H. Stair
843-727-2649
taylorstair@parkerpoe.com

Attorney for Lennar Carolinas, LLC

November 26, 2019

Exhibit A

Lennar Carolinas, LLC
1941 Savage Rd. Suite 100 - C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the Twenty-Third day of March, 2015 by and between Lennar Carolinas, LLC ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S): 1. John W. McWhinney 2. Suzanne J. McWhinney 3. 4. No Buyer Name Changes Will Be Permitted		Check Applicable: Married ☐ Single ☐ Male ☒ Female ☐ Married ☐ Single ☐ Male ☐ Female ☒ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐	
Buyer Address: 7 West St.			
City: Danvers		State / Country: MA	Zip: 01923
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.			
Home Telephone:		Facsimile Number:	
Business Telephone:		E-mail Address: jbaron774@yahoo.com	
Cellular Telephone: +1 978 8848816			

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model REGAL constructed or to be constructed on the following described property:

Lot 0046 of Block _____ of Royal Palms Subdivision/Plat, in Charleston County (the "**County**"), South Carolina

Address: 1267 Dingle Road Mt Pleasant SC 29466

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property**." The Property is located within the community known as Royal Palms (the "**Community**").

2. **Purchase Price and Payments.** The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **\$278,240.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **\$2,000.00**. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "**DOCUMENTS**" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

☐ **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment

within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "**Mortgage Contingency Period**"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars (\$125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone

agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 **Changes to Plans and Specifications.**

13.1.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 **Seller's Absolute Right to Make Modifications to Plans and Specifications.** Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 **Buyer's Acceptance of Actual Floor Plan.** Buyer further understands and acknowledges that many of the

Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted

to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

16.11 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.** All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials  

19. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. **Dangerous Condition; Construction Work.**

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied

entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. **OFAC.** Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("**OFAC**"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "**Lennar Affiliates**"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

24. **TIME OF THE ESSENCE.** BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. **Additional Changes.** Notwithstanding Section 31 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 34 shall survive Closing and the delivery of the Deed.

35. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

☒ Rider A (South Carolina)	☒ Indoor Environmental Quality Disclosure Addendum
☒ Rider B (CRS Division)	☐ Home Sale Contingency Addendum
☒ Purchase Price and Payment Addendum	☒ Cooperating Broker Addendum
☒ Master Disclosure and Information Addendum	☐ FHA/VA Addendum
☒ Affiliated Business Arrangements Disclosure Statement	☒ Insulation Addendum
☒ Election Form Addendum	☒ Cooperating Broker Agreement
☐ Home Close Contingency Addendum with Options	☐
☐	☐

36. **Survival.**

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial

Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

**THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.**

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Walker Gregory
5909FC75DE28477...
New Home Consultant - Walker Gregory
Date: 3/23/2015

**THIS AGREEMENT IS NOT BINDING ON SELLER
UNTIL ACCEPTED BELOW BY AN AUTHORIZED
AGENT OF SELLER.**

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras
B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date: 3/30/2015

DocuSigned by:
John W. McWhinney
4A118D292E2C4DC...
Buyer - John W. McWhinney
Date: 3/23/2015

DocuSigned by:
Suzanne J. McWhinney
F8FAD35F72384C0...
Buyer - Suzanne J. McWhinney
Date: 3/23/2015

Buyer -
Date:

Buyer -
Date:

Exhibit B



BP0501414

PGS:

7

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS DEED IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO EXHIBIT A OF THIS DEED.

STATE OF SOUTH CAROLINA) LIMITED WARRANTY DEED
)
 COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that LENNAR CAROLINAS, LLC, a Delaware limited liability company ("**Grantor**"), in consideration of [see attached Affidavit of Value], the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto **John W. McWhinney, Jr. and Suzanne J. McWhinney as joint tenants with rights of survivorship and not as tenants in common**, whose address is 1267 Dingle Road, Mt. Pleasant, SC 29466, ("**Grantee**"), all that certain lot or parcel of land situated in the City of Mt. Pleasant, Charleston County, South Carolina, and more particularly described as follows (the "**Property**"):

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, if any, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and being known and designated as Lot 46, Royal Palms, as shown on that certain plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF TMS 578-00-00-162 & TMS 578-00-00-596 CREATING LOTS 25 THRU 62 PROPERTY OF LENNAR CAROLINAS, LLC, LOCATED IN CHRIST CHURCH PARISH CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Andrew C. Gillette, PLS 5933-B, Parker Land Surveying, LLC, dated April 2, 2015, and recorded in the RMC Office for Charleston County, South Carolina on May 1, 2015, in Plat Book L15, Page 0196. Said lot having such size, shape, butting, bounding, dimension and location as will appear by reference to said plat which is incorporated herein by this reference.

TAX MAP# 578-00-00-688

DERIVATION: Being also a portion of that property conveyed to Grantor by deed from Royal Palms Holding, LLC, a/k/a Royal Palms Holdings, LLC, a Delaware limited liability company, dated 06/12/14, recorded 06/17/14 in Deed Book 0411, Page 541, in the County Registry for Charleston County and a portion of that property shown, now or formerly, on Tax Map No. 578-00-00-596 for Charleston County.

TOGETHER WITH, all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining, including but not limited to, all improvements of any nature located on the Property and all easements and rights-of-way appurtenant thereto, and **SUBJECT TO** the following covenants, easements, reservations, conditions and restrictions which shall run with the land and be binding upon Grantee, Grantee's heirs, successors and assigns:

1. Subject to those Mediation and Arbitration Provisions as contained in Section 16 of the Purchase and Sale Agreement between Grantor and Grantee dated March 23, 2015 (the "Agreement") incorporated herein and attached as **Exhibit A**.
2. Subject to those exceptions incorporated herein and attached as **Exhibit B**.

TO HAVE AND TO HOLD, all and singular, the Property unto Grantee, Grantee's heirs, successors and assigns forever. And Grantor does hereby bind Grantor, Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto Grantee, Grantee's heirs, successors and assigns, against Grantor and Grantor's successors lawfully claiming or to claim the same or any part thereof.

PREPARED BY AND RETURN TO:

Buist, Byars & Taylor, LLC
 652 Coleman Blvd., Ste 200
 Mt. Pleasant, SC 29464
 File {00657834.DOC}}

2015040047

GRANTOR'S WARRANTIES WITH RESPECT TO THE PROPERTY ARE LIMITED TO THOSE EXPRESS LIMITED WARRANTIES SET FORTH IN THE HOMEOWNER'S WARRANTY, WHICH GRANTEE ACKNOWLEDGES BY ACCEPTANCE OF THIS DEED HAS BEEN PROVIDED TO GRANTEE AT CLOSING (THE "LIMITED WARRANTY"). THE LIMITED WARRANTY (AND REMEDIES PROVIDED THEREIN) CONSTITUTES GRANTOR'S EXCLUSIVE WARRANTY (AND GRANTEE'S EXCLUSIVE REMEDIES) WITH RESPECT TO THE PROPERTY AND IS IN PLACE OF ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.

Grantee, by acceptance of this Deed, agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in the documents identified above, all Exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration (as defined in Exhibit B), Club Covenants (as defined in Exhibit B) and the Neighborhood Declaration (as defined in Exhibit B), if any, applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized agent or representative as of this 26 day of August, 2015.

SIGNED, sealed and delivered
in the presence of:

LENNAR CAROLINAS, LLC

Amy Dooley
Signature of First Witness
Amy Dooley
Print Name of First Witness

By: Jennifer Petras
Name: Jennifer Petras
Its: Authorized Agent

Lorin A. McCreary
Signature of Second Witness
Lorin A. McCreary
Print Name of Second Witness

State of South Carolina)
)
County of Charleston) Acknowledgment

The foregoing instrument was acknowledged before me this 26th day of Aug, 2015, by Jennifer Petras, its Authorized Agent, on behalf of the company.

Jocelyn Alegre
Notary Public for South Carolina
My commission expires: 10-10-17

[AFFIX NOTARY STAMP OR SEAL]

Jocelyn Alegre
Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 10-10-2017

Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 10-10-2017

EXHIBIT A

Mediation and Arbitration Provisions

1. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement, the Property, the community in which the Property is located or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

(a) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(b) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Grantor and Grantee, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(c) The waiver or invalidity of any portion of this Section 1 shall not affect the validity or enforceability of the remaining portions of Section 1 of this Exhibit A. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(d) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and

Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(e) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(f) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(g) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(h) Notwithstanding the requirements of arbitration stated in Section 1(b) of this Exhibit A, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(i) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee.

(j) The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

(k) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

2. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 1 of this Exhibit A, then the Grantor and Grantee agree to the following provisions: **GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. GRANTOR HEREBY SUGGESTS THAT GRANTEE CONTACT AN ATTORNEY OF GRANTEE'S CHOICE IF GRANTEE DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS DEED.**

EXHIBIT B

Standard Exceptions

1. The lien of real estate, ad valorem and non ad valorem taxes and/or assessments, including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds), for this and subsequent years not yet due and payable [or depending upon the time of the year, "due and payable, but not yet delinquent.]"
2. All laws and restrictions, covenants, conditions, limitations, reservations, agreements, or easements affecting the Property and recorded in the public records for the county in which the Property is located, if any; but this provision shall not operate to re-impose the same;
3. All community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
4. All Applicable zoning, land use, and subdivision ordinances, building codes, bulkhead laws, ordinances, regulations, and rights or interests vested in the United States of America or the State of South Carolina.
5. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
6. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) Declaration(s) governing the community at large in which the home is located (collectively, the "Master Declaration"); (ii) club covenants and/or a club plan for the community in which the Property is located (collectively, the "Club Covenants"); and (iii) Declaration(s) governing any subdivision of which the Property is a part (the "Neighborhood Declaration"), all as amended and modified from time to time.
7. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and shall run with the land, including, without limitation, the Mediation and Arbitration provisions contained in Exhibit A.
8. All utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property
9. All matters that would be disclosed by an accurate survey or inspection of the Property.
10. All standard, general printed exceptions contained in the owner's title insurance commitment issued for the Property, if any.
11. The following sections of the Agreement and Addenda, together with any other terms in the Agreement or Addenda that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, Addendum, or term has a survival provision thereto, shall not be merged into this Deed and shall survive closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation/Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

STATE OF SOUTH CAROLINA

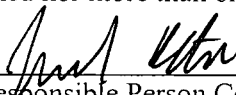
AFFIDAVIT OF VALUE

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

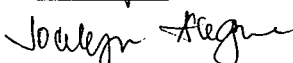
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by LENNAR CAROLINAS, LLC to John W. McWhinney and Suzanne J. McWhinney, Jr., on August 31, 2015.
3. Check one of the following: The deed is
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information Section of Affidavit: S.C. Code 12-24-40(8)) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$278,240.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	\$278,240.00
(b)	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	_____
(c)	Subtract Line 6(b) from Line 6(a) and place result here:	\$278,240.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 1,030.45.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned nor more than one year, or both.



 Responsible Person Connected with Transaction
 Title: Seller

SWORN to before me this 26th
 day of Aug, 2015.



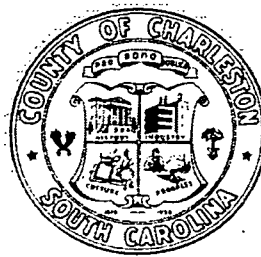
 Notary Public for South Carolina
 My Commission Expires: 10-10-17

[AFFIX NOTARY STAMP OR SEAL]

Jocelyn Alegre
Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 10-10-2017

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document

**Filed By:**

BUIST BYARS & TAYLOR, LLC
652 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date: September 1, 2015

Time: 1:05:37 PM

Book	Page	DocType
0501	414	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

LENNAR CAROLINAS LLC

of Pages: 7

RECIPIENT:

MCWHINNEY JOHN W JR AL

Note:

Recording Fee	\$ 10.00
State Fee	\$ 724.10
County Fee	\$ 306.35
Extra Pages	\$ 2.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 1,042.45

Original Book:

Original Page:

DRAWER 3
CLERK ECP

AUDITOR STAMP HERE

RECEIVED From RMC

SEP 02 2015

PETER J. TECKLENBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REPE ASTRJB

DATE SEP 03 2015

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STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Susan Rhoden, Erik Kramer, and Kevin N. Hedges, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

Lennar Carolinas, LLC, Alpha Prime, LLC, Alpha Prime Construction, LLC, Sagehorn and Company, Inc., and Royal Palms Holding, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2019-CP-10-04807

**LENNAR CAROLINAS, LLC'S
MOTION TO DISMISS OR STAY
AND COMPEL ARBITRATION**

PLEASE TAKE NOTICE THAT Defendant Lennar Carolinas, LLC (“Lennar”), by and through its undersigned counsel, pursuant to Rule 12 of the South Carolina Rules of Civil Procedure, moves to dismiss or stay this action and compel Plaintiffs Susan Rhoden, Erik Kramer, and Kevin N. Hedges (“Plaintiffs”) to submit to mandatory and binding arbitration.

The basis for this Motion is that the Court lacks jurisdiction to hear and decide the claim herein and the Court of Common Pleas is not the proper forum for the resolution of the claim because Plaintiffs’ claims asserted in the Amended Complaint are subject to mandatory and binding arbitration under the terms of the original Purchase and Sale Agreements (“Agreement(s)”) with Lennar. Copies of the Agreements are attached hereto as Exhibits A, B and C.

Section 16.1 of the Agreement provides:

The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall . . . be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by or in a court of law or equity.

The Agreement defines a “Dispute” as:

“Disputes” (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Buyer’s representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer’s children or other occupants of the Property, or in the Community.

Exhibits A, B and C.

This agreement was restated and reaffirmed on the first page of the Title to Real Estate for Plaintiffs’ residences in conspicuous, bold, and all-caps font:

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS DEED IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO EXHIBIT A OF THIS DEED.

Exhibits D, E, and F (emphases in originals).

Lennar seeks to compel arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.*, or, alternatively, the South Carolina Uniform Arbitration Act, S.C. Code §§ 15-48-10, *et seq.* Both federal law and South Carolina law favor the resolution of disputes through arbitration. *See Landers v. Fed. Deposit Ins. Corp.*, 402 S.C. 100, 109, 739, S.E.2d 209, 213 (2013). Therefore, any dispute that falls within the scope of an arbitration clause must be submitted to arbitration. *See Zabinski v. Bright Acres Associates*, 346 S.C. 589, 592, 553 S.E.2d 110, 116 (2001) (“Unless a court can say with positive assurance that the arbitration clause is not susceptible to an interpretation that covers the dispute, arbitration should generally be ordered.”). Moreover, “any doubt as to whether [a claim is] subject to arbitration must be resolved in favor of arbitration.” *Hall v. Green Tree Servicing, LLC*, 413 S.C. 267, 275, 776 S.E.2d 91, 96 (2015). Because Plaintiffs’ claims fall within the scope of the respective arbitration provisions, Lennar respectfully requests an Order dismissing or staying the action and compelling Plaintiffs to arbitrate their claims.

This Motion is based on and will be supported by the pleadings in this action, the controlling statutes and rules, applicable case law, and any appropriate memoranda of law or affidavits filed in support of this Motion, any additional documents required by the Court, and such supporting arguments as may be submitted in connection herewith.

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

By: s/ Taylor H. Stair
Taylor H. Stair
843-727-2649
taylorstair@parkerpoe.com

Attorney for Lennar Carolinas, LLC

December 18, 2019

Exhibit A

Lennar Carolinas, LLC
1941 Savage Rd. Suite 100 - C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the Twenty-Third day of March, 2015 by and between Lennar Carolinas, LLC ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S): 1. John W. McWhinney 2. Suzanne J. McWhinney 3. 4. No Buyer Name Changes Will Be Permitted		Check Applicable: Married ☐ Single ☐ Male ☒ Female ☐ Married ☐ Single ☐ Male ☐ Female ☒ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐	
Buyer Address: 7 West St.			
City: Danvers		State / Country: MA	
		Zip: 01923	
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.			
Home Telephone:		Facsimile Number:	
Business Telephone:		E-mail Address: jbaron774@yahoo.com	
Cellular Telephone: +1 978 8848816			

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model REGAL constructed or to be constructed on the following described property:

Lot 0046 of Block _____ of Royal Palms Subdivision/Plat, in Charleston County (the "**County**"), South Carolina

Address: 1267 Dingle Road Mt Pleasant SC 29466

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property**." The Property is located within the community known as Royal Palms (the "**Community**").

2. **Purchase Price and Payments.** The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **\$278,240.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **\$2,000.00**. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "**DOCUMENTS**" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

☐ **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment

Buyer ☒ **30%**
1993860v12

Buyer ☒ **5.4%**

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Page 1 of 10
SOUTH CAROLINA (21-AUG-14)
MODIFICATION 11

within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "**Mortgage Contingency Period**"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars (\$125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone

agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 **Changes to Plans and Specifications.**

13.1.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 **Seller's Absolute Right to Make Modifications to Plans and Specifications.** Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 **Buyer's Acceptance of Actual Floor Plan.** Buyer further understands and acknowledges that many of the

Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted

to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

16.11 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.** All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials  

19. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. **Dangerous Condition; Construction Work.**

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied

entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. **OFAC.** Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("**OFAC**"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "**Lennar Affiliates**"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

24. **TIME OF THE ESSENCE.** BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. **Additional Changes.** Notwithstanding Section 31 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 34 shall survive Closing and the delivery of the Deed.

35. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

☒ Rider A (South Carolina)	☒ Indoor Environmental Quality Disclosure Addendum
☒ Rider B (CRS Division)	☐ Home Sale Contingency Addendum
☒ Purchase Price and Payment Addendum	☒ Cooperating Broker Addendum
☒ Master Disclosure and Information Addendum	☐ FHA/VA Addendum
☒ Affiliated Business Arrangements Disclosure Statement	☒ Insulation Addendum
☒ Election Form Addendum	☒ Cooperating Broker Agreement
☐ Home Close Contingency Addendum with Options	☐
☐	☐

36. **Survival.**

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial

Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

**THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.**

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Walker Gregory
5909FC75DE28477...
New Home Consultant - Walker Gregory
Date: 3/23/2015

**THIS AGREEMENT IS NOT BINDING ON SELLER
UNTIL ACCEPTED BELOW BY AN AUTHORIZED
AGENT OF SELLER.**

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras
B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date: 3/30/2015

DocuSigned by:
John W. McWhinney
4A118D292E2C4DC...
Buyer - John W. McWhinney
Date: 3/23/2015

DocuSigned by:
Suzanne J. McWhinney
F8FAD35F72384C0...
Buyer - Suzanne J. McWhinney
Date: 3/23/2015

Buyer -
Date

Buyer -
Date

Exhibit B

Lennar Carolinas, LLC
1941 Savage Rd. Suite 100 - C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the Second day of May, 2015 by and between Lennar Carolinas, LLC ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S): 1. Erik C. Kramer 2. 3. 4. No Buyer Name Changes Will Be Permitted	Check Applicable: Married ☐ Single ☐ Male ☒ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐
Buyer Address: 6005 Archstone Way #406	
City: Alexanrdia	State / Country: VA
Zip: 22310	
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.	
Home Telephone: Business Telephone: Cellular Telephone: +1 843 4251468	Facsimile Number: E-mail Address: ekramer90@yahoo.com

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model REGAL constructed or to be constructed on the following described property:

Lot 0058 of Block _____ of Royal Palms Subdivision/Plat, in Charleston County (the "**County**"), South Carolina

Address: 1264 Dingle Road Mt Pleasant SC 29466

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property**." The Property is located within the community known as Royal Palms (the "**Community**").

2. **Purchase Price and Payments.** The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **\$299,365.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **\$2,000.00**. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "**DOCUMENTS**" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

☐ **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment

within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "**Mortgage Contingency Period**"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars (\$125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone

agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 **Changes to Plans and Specifications.**

13.1.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 **Seller's Absolute Right to Make Modifications to Plans and Specifications.** Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 **Buyer's Acceptance of Actual Floor Plan.** Buyer further understands and acknowledges that many of the

Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted

to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

16.11 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.** All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("NHC") and Internet New Home Consultant ("INHC") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials 

19. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. **Dangerous Condition; Construction Work.**

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied

entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. **OFAC.** Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("**OFAC**"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "**Lennar Affiliates**"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

24. **TIME OF THE ESSENCE.** BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. **Additional Changes.** Notwithstanding Section 31 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 34 shall survive Closing and the delivery of the Deed.

35. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

☒ Rider A (South Carolina)	☒ Indoor Environmental Quality Disclosure Addendum
☒ Rider B (CRS Division)	☐ Home Sale Contingency Addendum
☒ Purchase Price and Payment Addendum	☒ Cooperating Broker Addendum
☒ Master Disclosure and Information Addendum	☒ FHA/VA Addendum
☒ Affiliated Business Arrangements Disclosure Statement	☒ Insulation Addendum
☒ Election Form Addendum	☒ Cooperating Broker Agreement
☐ Home Close Contingency Addendum with Options	☐
☐	☐

36. **Survival.**

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial

Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

**THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.**

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Walker Gregory

C84C5398EF214CD...
New Home Consultant - Walker Gregory
Date: 5/2/2015

**THIS AGREEMENT IS NOT BINDING ON SELLER
UNTIL ACCEPTED BELOW BY AN AUTHORIZED
AGENT OF SELLER.**

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras

B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date: 5/11/2015

DocuSigned by:

Erik C. Kramer

#508DC534CB40B...

Buyer - Erik C. Kramer

Date: 5/2/2015

Buyer -

Date

Buyer -

Date

Buyer -

Date

Exhibit C

Lennar Carolinas, LLC
1941 Savage Rd. Suite 100 - C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "**Agreement**") is made and entered into as of the Seventh day of March, 2015 by and between Lennar Carolinas, LLC ("**Seller**"), and Buyer(s) named below ("**Buyer**"):

BUYER(S): 1. Kevin N. Hedges 2. 3. 4. No Buyer Name Changes Will Be Permitted	Check Applicable: Married ☐ Single ☐ Male ☒ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐
Buyer Address: 1300 Appling Drive Unit 201	
City: Mount Pleasant	State / Country: SC
Zip: 29464	
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.	
Home Telephone: Business Telephone: Cellular Telephone: +1 843 2702534	Facsimile Number: E-mail Address: kevinhedges@yahoo.com

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model SOVEREIGN constructed or to be constructed on the following described property:

Lot 0051 of Block _____ of Royal Palms Subdivision/Plat, in Charleston County (the "**County**"), South Carolina

Address: 1272 Dingle Road Mt Pleasant SC 29466

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property**." The Property is located within the community known as Royal Palms (the "**Community**").

2. **Purchase Price and Payments.** The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **\$291,490.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **\$2,000.00**. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "**DOCUMENTS**" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

☐ **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment

Buyer 
1993860v12

Buyer _____

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SOUTH CAROLINA (21-AUG-14)
MODIFICATION 11

within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "**Mortgage Contingency Period**"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. Funds. Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars (\$125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone

agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 **Changes to Plans and Specifications.**

13.1.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 **Seller's Absolute Right to Make Modifications to Plans and Specifications.** Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 **Buyer's Acceptance of Actual Floor Plan.** Buyer further understands and acknowledges that many of the

Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted

to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

16.11 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.** All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("**NHC**") and Internet New Home Consultant ("**INHC**") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials 

19. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. **Dangerous Condition; Construction Work.**

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied

entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. **OFAC.** Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("**OFAC**"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "**Lennar Affiliates**"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

24. **TIME OF THE ESSENCE.** BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. **Additional Changes.** Notwithstanding Section 31 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 34 shall survive Closing and the delivery of the Deed.

35. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

☒ Rider A (South Carolina)	☒ Indoor Environmental Quality Disclosure Addendum
☒ Rider B (CRS Division)	☐ Home Sale Contingency Addendum
☒ Purchase Price and Payment Addendum	☐ Cooperating Broker Addendum
☒ Master Disclosure and Information Addendum	☒ FHA/VA Addendum
☒ Affiliated Business Arrangements Disclosure Statement	☒ Insulation Addendum
☒ Election Form Addendum	☐ Cooperating Broker Agreement
☐ Home Close Contingency Addendum with Options	☐
☐	☐

36. **Survival.**

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial

Buyer 
1993860v12

Buyer _____

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Page 9 of 10

SOUTH CAROLINA (21-AUG-14)

MODIFICATION 11

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Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

**THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.**

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Walker Gregory

C84C5398EF214CD...
New Home Consultant - Walker Gregory
Date: 3/7/2015

**THIS AGREEMENT IS NOT BINDING ON SELLER
UNTIL ACCEPTED BELOW BY AN AUTHORIZED
AGENT OF SELLER.**

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras

B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date: 3/16/2015

DocuSigned by:

Kevin N. Hedges

B30CFFA20F3F48C...

Buyer - Kevin N. Hedges

Date: 3/9/2015

Buyer -

Date

Buyer -

Date

Buyer -

Date

Exhibit D



BP0501414

PGS:

7

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PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS DEED IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO EXHIBIT A OF THIS DEED.

STATE OF SOUTH CAROLINA) LIMITED WARRANTY DEED
)
 COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that LENNAR CAROLINAS, LLC, a Delaware limited liability company ("**Grantor**"), in consideration of [see attached Affidavit of Value], the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto **John W. McWhinney, Jr. and Suzanne J. McWhinney as joint tenants with rights of survivorship and not as tenants in common**, whose address is 1267 Dingle Road, Mt. Pleasant, SC 29466, ("**Grantee**"), all that certain lot or parcel of land situated in the City of Mt. Pleasant, Charleston County, South Carolina, and more particularly described as follows (the "**Property**"):

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, if any, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and being known and designated as Lot 46, Royal Palms, as shown on that certain plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF TMS 578-00-00-162 & TMS 578-00-00-596 CREATING LOTS 25 THRU 62 PROPERTY OF LENNAR CAROLINAS, LLC, LOCATED IN CHRIST CHURCH PARISH CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Andrew C. Gillette, PLS 5933-B, Parker Land Surveying, LLC, dated April 2, 2015, and recorded in the RMC Office for Charleston County, South Carolina on May 1, 2015, in Plat Book L15, Page 0196. Said lot having such size, shape, butting, bounding, dimension and location as will appear by reference to said plat which is incorporated herein by this reference.

TAX MAP# 578-00-00-688

DERIVATION: Being also a portion of that property conveyed to Grantor by deed from Royal Palms Holding, LLC, a/k/a Royal Palms Holdings, LLC, a Delaware limited liability company, dated 06/12/14, recorded 06/17/14 in Deed Book 0411, Page 541, in the County Registry for Charleston County and a portion of that property shown, now or formerly, on Tax Map No. 578-00-00-596 for Charleston County.

TOGETHER WITH, all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining, including but not limited to, all improvements of any nature located on the Property and all easements and rights-of-way appurtenant thereto, and **SUBJECT TO** the following covenants, easements, reservations, conditions and restrictions which shall run with the land and be binding upon Grantee, Grantee's heirs, successors and assigns:

1. Subject to those Mediation and Arbitration Provisions as contained in Section 16 of the Purchase and Sale Agreement between Grantor and Grantee dated March 23, 2015 (the "Agreement") incorporated herein and attached as **Exhibit A**.
2. Subject to those exceptions incorporated herein and attached as **Exhibit B**.

TO HAVE AND TO HOLD, all and singular, the Property unto Grantee, Grantee's heirs, successors and assigns forever. And Grantor does hereby bind Grantor, Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto Grantee, Grantee's heirs, successors and assigns, against Grantor and Grantor's successors lawfully claiming or to claim the same or any part thereof.

PREPARED BY AND RETURN TO:
 Buist, Byars & Taylor, LLC
 652 Coleman Blvd., Ste 200
 Mt. Pleasant, SC 29464
 File {00657834.DOC}}

2015040047

GRANTOR'S WARRANTIES WITH RESPECT TO THE PROPERTY ARE LIMITED TO THOSE EXPRESS LIMITED WARRANTIES SET FORTH IN THE HOMEOWNER'S WARRANTY, WHICH GRANTEE ACKNOWLEDGES BY ACCEPTANCE OF THIS DEED HAS BEEN PROVIDED TO GRANTEE AT CLOSING (THE "LIMITED WARRANTY"). THE LIMITED WARRANTY (AND REMEDIES PROVIDED THEREIN) CONSTITUTES GRANTOR'S EXCLUSIVE WARRANTY (AND GRANTEE'S EXCLUSIVE REMEDIES) WITH RESPECT TO THE PROPERTY AND IS IN PLACE OF ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.

Grantee, by acceptance of this Deed, agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in the documents identified above, all Exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration (as defined in Exhibit B), Club Covenants (as defined in Exhibit B) and the Neighborhood Declaration (as defined in Exhibit B), if any, applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized agent or representative as of this 26 day of August, 2015.

SIGNED, sealed and delivered
in the presence of:

LENNAR CAROLINAS, LLC

Amy Dooley
Signature of First Witness
Amy Dooley
Print Name of First Witness

By: Jennifer Petras
Name: Jennifer Petras
Its: Authorized Agent

Lorin A McCreary
Signature of Second Witness
Lorin A McCreary
Print Name of Second Witness

State of South Carolina)
) Acknowledgment
County of Charleston)

The foregoing instrument was acknowledged before me this 26th day of Aug, 2015, by Jennifer Petras, its Authorized Agent, on behalf of the company.

Jocelyn Alegre
Notary Public for South Carolina
My commission expires: 10-10-17

[AFFIX NOTARY STAMP OR SEAL]

Jocelyn Alegre
Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 10-10-2017

Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 10-10-2017

EXHIBIT A

Mediation and Arbitration Provisions

1. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement, the Property, the community in which the Property is located or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

(a) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(b) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Grantor and Grantee, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(c) The waiver or invalidity of any portion of this Section 1 shall not affect the validity or enforceability of the remaining portions of Section 1 of this Exhibit A. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(d) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and

Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(e) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(f) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(g) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(h) Notwithstanding the requirements of arbitration stated in Section 1(b) of this Exhibit A, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(i) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee.

(j) The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

(k) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

2. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 1 of this Exhibit A, then the Grantor and Grantee agree to the following provisions: **GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. GRANTOR HEREBY SUGGESTS THAT GRANTEE CONTACT AN ATTORNEY OF GRANTEE'S CHOICE IF GRANTEE DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS DEED.**

EXHIBIT B

Standard Exceptions

1. The lien of real estate, ad valorem and non ad valorem taxes and/or assessments, including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds), for this and subsequent years not yet due and payable **[or depending upon the time of the year, "due and payable, but not yet delinquent.]**
2. All laws and restrictions, covenants, conditions, limitations, reservations, agreements, or easements affecting the Property and recorded in the public records for the county in which the Property is located, if any; but this provision shall not operate to re-impose the same;
3. All community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
4. All Applicable zoning, land use, and subdivision ordinances, building codes, bulkhead laws, ordinances, regulations, and rights or interests vested in the United States of America or the State of South Carolina.
5. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
6. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) Declaration(s) governing the community at large in which the home is located (collectively, the "**Master Declaration**"); (ii) club covenants and/or a club plan for the community in which the Property is located (collectively, the "**Club Covenants**"); and (iii) Declaration(s) governing any subdivision of which the Property is a part (the "**Neighborhood Declaration**"), all as amended and modified from time to time.
7. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and shall run with the land, including, without limitation, the Mediation and Arbitration provisions contained in **Exhibit A**.
8. All utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property
9. All matters that would be disclosed by an accurate survey or inspection of the Property.
10. All standard, general printed exceptions contained in the owner's title insurance commitment issued for the Property, if any.
11. The following sections of the Agreement and Addenda, together with any other terms in the Agreement or Addenda that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, Addendum, or term has a survival provision thereto, shall not be merged into this Deed and shall survive closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation/Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

STATE OF SOUTH CAROLINA

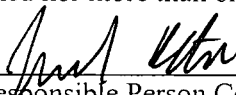
AFFIDAVIT OF VALUE

COUNTY OF CHARLESTON

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

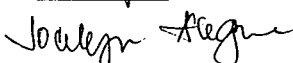
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by **LENNAR CAROLINAS, LLC** to **John W. McWhinney and Suzanne J. McWhinney, Jr.**, on August 31, 2015.
3. Check one of the following: The deed is
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information Section of Affidavit: S.C. Code 12-24-40(8)) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$278,240.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:

(a) Place the amount listed in item 4 above here:	\$278,240.00
(b) Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	_____
(c) Subtract Line 6(b) from Line 6(a) and place result here:	\$278,240.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 1,030.45.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned nor more than one year, or both.



 Responsible Person Connected with Transaction
 Title: Seller

SWORN to before me this 22nd
 day of Aug, 2015.



 Notary Public for South Carolina
 My Commission Expires: 10-10-17

[AFFIX NOTARY STAMP OR SEAL]

Jocelyn Alegre
Notary Public
STATE OF SOUTH CAROLINA
My Commission Expires 10-10-2017

RECORDER'S PAGE

NOTE: This page MUST remain
with the original document

**Filed By:**

BUIST BYARS & TAYLOR, LLC
652 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date: September 1, 2015

Time: 1:05:37 PM

Book	Page	DocType
0501	414	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

LENNAR CAROLINAS LLC

of Pages: 7

RECIPIENT:

MCWHINNEY JOHN W JR AL

Note:

Recording Fee	\$ 10.00
State Fee	\$ 724.10
County Fee	\$ 306.35
Extra Pages	\$ 2.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 1,042.45

Original Book:

Original Page:

DRAWER 3
CLERK ECP

AUDITOR STAMP HERE

RECEIVED From RMC

SEP 02 2015

PETER J. IECKLEBURG
Charleston County Auditor

PID VERIFIED BY ASSESSOR

REPE ASTRJB

DATE SEP 03 2015

36



0501
Book



414
Page



09/01/2015
Recorded Date



7
Pgs



Original Book



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Exhibit E



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BP0543617

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS DEED IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO EXHIBIT A OF THIS DEED.

STATE OF SOUTH CAROLINA) LIMITED WARRANTY DEED
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that LENNAR CAROLINAS, LLC, a Delaware limited liability company ("**Grantor**"), in consideration of [see attached Affidavit of Value], the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto **Erik Kramer**, whose address is 1254 Dingle Road, Mt. Pleasant, South Carolina ("**Grantee**"), all that certain lot or parcel of land situated in the City of Mt. Pleasant, Charleston County, South Carolina, and more particularly described as follows (the "**Property**"):

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, if any, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and being known and designated as Lot 58, Royal Palms, as shown on that certain plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF TMS 578-00-00-162 & TMS 578-00-00-596 CREATING LOTS 25 THRU 62 PROPERTY OF LENNAR CAROLINAS, LLC, LOCATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Andrew C. Gillette, PLS 5933-B, Parker Land Surveying, LLC, dated April 2, 2015 and last revised August 12, 2015, and recorded in the RMC Office for Charleston County, South Carolina on September 4, 2015, in Plat Book L15, Page 0420. Said lot having such size, shape, butting, bounding, dimension and location as will appear by reference to said plat which is incorporated herein by this reference.

TAX MAP# 578-00-00-700

DERIVATION: Being also a portion of that property conveyed to Grantor by deed from Royal Palms Holding, LLC, a/k/a Royal Palms Holdings, LLC, a Delaware limited liability company, dated 06/12/14, recorded 06/17/14 in Deed Book 0411, Page 541, in the County Registry for Charleston County and a portion of that property shown, now or formerly, on Tax Map No. 578-00-00-596 and/or 578-00-00-162 for Charleston County.

TOGETHER WITH, all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining, including but not limited to, all improvements of any nature located on the Property and all easements and rights-of-way appurtenant thereto, and **SUBJECT TO** the following covenants, easements, reservations, conditions and restrictions which shall run with the land and be binding upon Grantee, Grantee's heirs, successors and assigns:

1. Subject to those Mediation and Arbitration Provisions as contained in Section 16 of the Purchase and Sale Agreement between Grantor and Grantee dated May 2, 2015 (the "Agreement") incorporated herein and attached as **Exhibit A**.
2. Subject to those exceptions incorporated herein and attached as **Exhibit B**.

TO HAVE AND TO HOLD, all and singular, the Property unto Grantee, Grantee's heirs, successors and assigns forever. And Grantor does hereby bind Grantor, Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto Grantee, Grantee's heirs, successors and assigns, against Grantor and Grantor's successors lawfully claiming or to claim the same or any part thereof.

PREPARED BY AND RETURN TO:

Buist, Byars & Taylor, LLC
652 Coleman Blvd., Ste 200
Mt. Pleasant, SC 29464
File {00739800.DOC}}

2015050101

GRANTOR'S WARRANTIES WITH RESPECT TO THE PROPERTY ARE LIMITED TO THOSE EXPRESS LIMITED WARRANTIES SET FORTH IN THE HOMEOWNER'S WARRANTY, WHICH GRANTEE ACKNOWLEDGES BY ACCEPTANCE OF THIS DEED HAS BEEN PROVIDED TO GRANTEE AT CLOSING (THE "LIMITED WARRANTY"). THE LIMITED WARRANTY (AND REMEDIES PROVIDED THEREIN) CONSTITUTES GRANTOR'S EXCLUSIVE WARRANTY (AND GRANTEE'S EXCLUSIVE REMEDIES) WITH RESPECT TO THE PROPERTY AND IS IN PLACE OF ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.

Grantee, by acceptance of this Deed, agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in the documents identified above, all Exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration (as defined in Exhibit B), Club Covenants (as defined in Exhibit B) and the Neighborhood Declaration (as defined in Exhibit B), if any, applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized agent or representative as of this 21 day of March, 2016.

SIGNED, sealed and delivered
in the presence of:

LENNAR CAROLINAS, LLC

Jessica Douglas
Signature of First Witness
Jessica Douglas
Print Name of First Witness

By: Jennifer Petras
Name: Jennifer Petras
Its: Authorized Agent

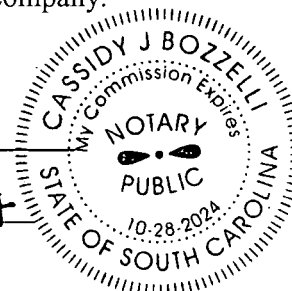

Signature of Second Witness
LORIN A. MODEMAN
Print Name of Second Witness

State of South Carolina)
)
County of Charleston)

Acknowledgment

The foregoing instrument was acknowledged before me this 21 day of March, 2016, by Jennifer Petras, its Authorized Agent, on behalf of the company. _____

Cassidy J Brando
Notary Public for South Carolina
My commission expires: 10/20/24



[AFFIX NOTARY STAMP OR SEAL]

EXHIBIT A

Mediation and Arbitration Provisions

1. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. “**Disputes**” (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement, the Property, the community in which the Property is located or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor’s representative; and (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee’s children or other occupants of the Property, or in the community in which the Property is located. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

(a) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto (“**AAA**”) in accordance with the AAA’s Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA’s Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

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(c) The waiver or invalidity of any portion of this Section 1 shall not affect the validity or enforceability of the remaining portions of Section 1 of this **Exhibit A**. Grantee and Grantor further agree (1) that any Dispute involving Grantor’s affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor’s contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

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STATE OF SOUTH CAROLINA

AFFIDAVIT OF VALUE

COUNTY OF CHARLESTON

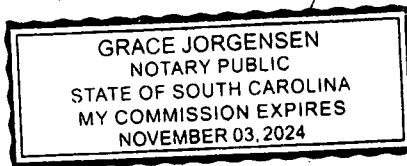
PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by **LENNAR CAROLINAS, LLC** to **Erik Kramer**, on March 25, 2016.
3. Check one of the following: The deed is
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information Section of Affidavit: S.C. Code 12-24-40(8)) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$298,365.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check YES _____ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$298,365.00
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$298,365.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 1,104.45.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Legal Representative
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned nor more than one year, or both.

SWORN to before me this 25
day of March, 2016.

Notary Public for South Carolina
My Commission Expires: _____

[Signature]
Responsible Person Connected with Transaction
Title: Legal Representative



RECORDER'S PAGE

NOTE: This page MUST remain
with the original document

**Filed By:**

BUIST BYARS & TAYLOR, LLC
652 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date: March 29, 2016

Time: 11:25:51 AM

<u>Book</u>	<u>Page</u>	<u>DocType</u>
0543	617	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

LENNAR CAROLINAS LLC

of Pages: 7

RECIPIENT:

KRAMER ERIK

Note:

Recording Fee	\$ 10.00
State Fee	\$ 776.10
County Fee	\$ 328.35
Extra Pages	\$ 2.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 1,116.45

Original Book:

Original Page:

DRAWER	Drawer 3
CLERK	ECP

AUDITOR STAMP HERE

RECEIVED From RMC

MAR 30 2016

Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

ASTRJB

REP

MAR 31 2016

DATE

36



0543
Book



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Recorded Date



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Exhibit F



BP0519329

PGS:

7

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS DEED IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO EXHIBIT A OF THIS DEED.

STATE OF SOUTH CAROLINA) LIMITED WARRANTY DEED
)
COUNTY OF CHARLESTON)

KNOW ALL MEN BY THESE PRESENTS, that LENNAR CAROLINAS, LLC, a Delaware limited liability company ("Grantor"), in consideration of [see attached Affidavit of Value], the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and released, and by these presents does grant, bargain, sell and release unto Kevin N. Hedges, whose address is 1279 Dingle Road, Mt. Pleasant, SC 29466, ("Grantee"), all that certain lot or parcel of land situated in the City of Mt. Pleasant, Charleston County, South Carolina, and more particularly described as follows (the "Property"):

ALL that certain piece, parcel or lot of land, together with the buildings and improvements thereon, if any, situate, lying and being in Christ Church Parish, Charleston County, South Carolina, and being known and designated as Lot 51, Royal Palms, as shown on that certain plat entitled, "FINAL PLAT SHOWING THE SUBDIVISION OF TMS 578-00-00-162 & TMS 578-00-00-596 CREATING LOTS 25 THRU 62 PROPERTY OF LENNAR CAROLINAS, LLC, LOCATED IN CHRIST CHURCH PARISH, CHARLESTON COUNTY, SOUTH CAROLINA," prepared by Andrew C. Gillette, PLS 5933-B, Parker Land Surveying, LLC, dated April 2, 2015 and last revised August 12, 2015, and recorded in the RMC Office for Charleston County, South Carolina on September 4, 2015, in Plat Book L15, Page 0420. Said lot having such size, shape, butting, bounding, dimension and location as will appear by reference to said plat which is incorporated herein by this reference.

TAX MAP# 578-00-00-693

DERIVATION: Being also a portion of that property conveyed to Grantor by deed from Royal Palms Holding, LLC, a/k/a Royal Palms Holdings, LLC, a Delaware limited liability company, dated 06/12/14, recorded 06/17/14 in Deed Book 0411, Page 541, in the County Registry for Charleston County and a portion of that property shown, now or formerly, on Tax Map No. 578-00-00-596 for Charleston County.

TOGETHER WITH, all and singular, the rights, members, hereditaments and appurtenances to the Property belonging or in any way incident or appertaining, including but not limited to, all improvements of any nature located on the Property and all easements and rights-of-way appurtenant thereto, and **SUBJECT TO** the following covenants, easements, reservations, conditions and restrictions which shall run with the land and be binding upon Grantee, Grantee's heirs, successors and assigns:

- 1. Subject to those Mediation and Arbitration Provisions as contained in Section 16 of the Purchase and Sale Agreement between Grantor and Grantee dated March 7, 2015 (the "Agreement") incorporated herein and attached as Exhibit A.
- 2. Subject to those exceptions incorporated herein and attached as Exhibit B.

TO HAVE AND TO HOLD, all and singular, the Property unto Grantee, Grantee's heirs, successors and assigns forever. And Grantor does hereby bind Grantor, Grantor's successors and assigns to warrant and forever defend, all and singular, the Property unto Grantee, Grantee's heirs, successors and assigns, against Grantor and Grantor's successors lawfully claiming or to claim the same or any part thereof.

PREPARED BY AND RETURN TO:
Buist, Byars & Taylor, LLC
652 Coleman Blvd., Ste 200
Mt. Pleasant, SC 29464
File {00694334.DOC}
2015 03 01 02

GRANTOR'S WARRANTIES WITH RESPECT TO THE PROPERTY ARE LIMITED TO THOSE EXPRESS LIMITED WARRANTIES SET FORTH IN THE HOMEOWNER'S WARRANTY, WHICH GRANTEE ACKNOWLEDGES BY ACCEPTANCE OF THIS DEED HAS BEEN PROVIDED TO GRANTEE AT CLOSING (THE "LIMITED WARRANTY"). THE LIMITED WARRANTY (AND REMEDIES PROVIDED THEREIN) CONSTITUTES GRANTOR'S EXCLUSIVE WARRANTY (AND GRANTEE'S EXCLUSIVE REMEDIES) WITH RESPECT TO THE PROPERTY AND IS IN PLACE OF ALL OTHER GUARANTIES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.

Grantee, by acceptance of this Deed, agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in the documents identified above, all Exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of the Master Declaration (as defined in Exhibit B), Club Covenants (as defined in Exhibit B) and the Neighborhood Declaration (as defined in Exhibit B), if any, applicable to the Property.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized agent or representative as of this 17 day of November, 2015.

SIGNED, sealed and delivered
in the presence of:

LENNAR CAROLINAS, LLC

[Signature]
Signature of First Witness
Loan A. Hadden
Print Name of First Witness

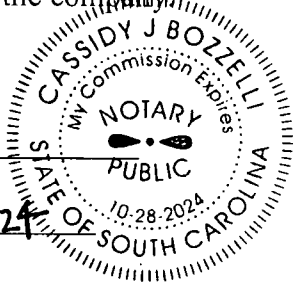
By: [Signature]
Name: Jennifer Petras
Its: Authorized Agent

[Signature]
Signature of Second Witness
Jessica Douglas
Print Name of Second Witness

State of South Carolina)
County of Charleston) Acknowledgment

The foregoing instrument was acknowledged before me this 17 day of November, 2015, by Jennifer Petras, its Authorized Agent, on behalf of the company.

Cassidy J Bozzelli
Notary Public for South Carolina
My commission expires: 10/28/2024



[AFFIX NOTARY STAMP OR SEAL]

EXHIBIT A

Mediation and Arbitration Provisions

1. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. “**Disputes**” (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement, the Property, the community in which the Property is located or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor’s representative; and (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee’s children or other occupants of the Property, or in the community in which the Property is located. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

(a) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto (“**AAA**”) in accordance with the AAA’s Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA’s Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(b) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA’s Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA’s Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the Grantor and Grantee, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(c) The waiver or invalidity of any portion of this Section 1 shall not affect the validity or enforceability of the remaining portions of Section 1 of this **Exhibit A**. Grantee and Grantor further agree (1) that any Dispute involving Grantor’s affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor’s contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(d) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and

Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(e) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(f) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(g) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(h) Notwithstanding the requirements of arbitration stated in Section 1(b) of this Exhibit A, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(i) Grantor agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by Grantor and Grantee.

(j) The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

(k) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

2. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 1 of this Exhibit A, then the Grantor and Grantee agree to the following provisions: **GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. GRANTOR HEREBY SUGGESTS THAT GRANTEE CONTACT AN ATTORNEY OF GRANTEE'S CHOICE IF GRANTEE DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS DEED.**

EXHIBIT B

Standard Exceptions

1. The lien of real estate, ad valorem and non ad valorem taxes and/or assessments, including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds), for this and subsequent years not yet due and payable [or **depending upon the time of the year, "due and payable, but not yet delinquent."**]
2. All laws and restrictions, covenants, conditions, limitations, reservations, agreements, or easements affecting the Property and recorded in the public records for the county in which the Property is located, if any; but this provision shall not operate to re-impose the same;
3. All community development, recreation, water control, water conservation, watershed improvement or special taxing districts affecting the Property including, without limitation, the obligation to pay maintenance assessments, capital assessments and/or taxes in connection therewith, if any.
4. All Applicable zoning, land use, and subdivision ordinances, building codes, bulkhead laws, ordinances, regulations, and rights or interests vested in the United States of America or the State of South Carolina.
5. Validly existing rights of adjoining owners in any walls and fences situated on a common boundary, if any.
6. All provisions of the following documents which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions: (i) Declaration(s) governing the community at large in which the home is located (collectively, the "**Master Declaration**"); (ii) club covenants and/or a club plan for the community in which the Property is located (collectively, the "**Club Covenants**"); and (iii) Declaration(s) governing any subdivision of which the Property is a part (the "**Neighborhood Declaration**"), all as amended and modified from time to time.
7. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and shall run with the land, including, without limitation, the Mediation and Arbitration provisions contained in **Exhibit A**.
8. All utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property
9. All matters that would be disclosed by an accurate survey or inspection of the Property.
10. All standard, general printed exceptions contained in the owner's title insurance commitment issued for the Property, if any.
11. The following sections of the Agreement and Addenda, together with any other terms in the Agreement or Addenda that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, Addendum, or term has a survival provision thereto, shall not be merged into this Deed and shall survive closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation/Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON

AFFIDAVIT OF VALUE

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

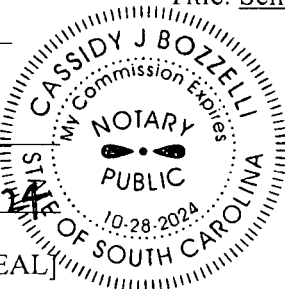
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by **LENNAR CAROLINAS, LLC** to **Kevin N. Hedges**, on 11-17, 2015.
3. Check one of the following: The deed is
 - (a) x subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information Section of Affidavit: S.C. Code 12-24-40(8)) (If exempt, please skip items 4-7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) x The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$291,490.00.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes _____ or No x to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:

(a)	Place the amount listed in item 4 above here:	\$291,490.00
(b)	Place the amount listed in item 5 above here: (If no amount is listed, place zero here.)	_____
(c)	Subtract Line 6(b) from Line 6(a) and place result here:	\$291,490.00
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: 1,078.55.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Seller.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned nor more than one year, or both.

SWORN to before me this 17
day of November, 2015.

Cassidy J Bozzelli
Notary Public for South Carolina
My Commission Expires: 10/28/24

[AFFIX NOTARY STAMP OR SEAL]



Kevin N. Hedges
Responsible Person Connected with Transaction
Title: Seller

RECORDER'S PAGE

NOTE: This page **MUST** remain
with the original document

**Filed By:**

BUIST BYARS & TAYLOR, LLC
652 COLEMAN BLVD.
SUITE 200
MT. PLEASANT SC 29464-4018

RECORDED

Date: November 24, 2015

Time: 10:47:13 AM

<u>Book</u>	<u>Page</u>	<u>DocType</u>
0519	329	Deed

Charlie Lybrand, Register
Charleston County, SC

MAKER:

LENNAR CAROLINAS LLC

of Pages: 7

RECIPIENT:

HEDGES KEVIN N

Note:

Recording Fee	\$ 10.00
State Fee	\$ 757.90
County Fee	\$ 320.65
Extra Pages	\$ 2.00
Postage	\$ -
Chattel	\$ -
TOTAL	\$ 1,090.55

Original Book:**Original Page:**

DRAWER Drawer 3
CLERK ECP

AUDITOR RECEIVED From RMC

NOV 25 2015

Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR

RECEIVED ASTRJB

DATE NOV 30 2015

36



0519
Book



329
Page



11/24/2015
Recorded Date



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Original Book



Original Page



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Doc Type



10:47:13
Recorded Time

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Erik Kramer and Kevin N. Hedges, on
behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

Lennar Carolinas, LLC, Alpha Prime,
LLC, Alpha Prime Construction, LLC,
Sagehorn and Company, Inc., and Royal
Palms Holding, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2019-CP-10-04807

**LENNAR CAROLINAS, LLC'S
MEMORANDUM IN SUPPORT OF
MOTION TO DISMISS AND COMPEL
ARBITRATION**

Defendant Lennar Carolinas, LLC ("Lennar"), by and through its undersigned attorneys, respectfully submits this Memorandum in Support of Lennar's Motion to Dismiss and Compel Arbitration.¹

BACKGROUND

This is a construction defect case in which Plaintiffs filed a Complaint against Lennar, and others, alleging defects related to the development, construction, and sale of townhomes purchased by the Plaintiffs ("the Residences") within the Royal Palms Planned Development District ("Royal Palms") in Charleston County, South Carolina.

Plaintiff Kramer entered into a Purchase and Sale Agreement with Lennar ("the Kramer Agreement") on or about May 2, 2015 for the construction and sale of his Residence ("the Kramer Residence"). See Exhibit A, Affidavit of Joe Johnston ("Johnston Affidavit"), exhibit 1 thereto. Plaintiff Hedges ("Plaintiff Hedges") entered into a Purchase

¹ Lennar expressly reserves the right to raise additional defenses under Rules 12(b)(1)-(8), SCRPC before an arbitrator or this Court.

and Sale Agreement with Lennar (“the Hedges Agreement”) on or about March 9, 2015 for the construction and sale of his Residence (“the Hedges Residence”). See Ex. A, Johnston Affidavit, exhibit 2 thereto. The Kramer Agreement and the Hedges Agreement are hereinafter collectively referred to as “the Agreements.”

Lennar moves to compel Plaintiffs’ claims to arbitration pursuant to valid and binding arbitration provisions contained in the Agreements.

LEGAL STANDARD

Pursuant to Section 2 of the Federal Arbitration Act, a “written provision in any . . . contract evidencing a transaction involving commerce to settle by arbitration a controversy thereafter arising out of such contract or transaction . . . shall be valid, irrevocable, and enforceable, save upon such grounds as exist at law or in equity for the revocation of any contract.” 9 U.S.C. § 2 (2013).

Federal and South Carolina law strongly favor the validity and enforceability of arbitration agreements, and any doubts regarding the scope or validity of arbitration agreements are to be resolved in favor of arbitration. See, e.g., *AT&T Techs., Inc. v. Commc’ns Workers of Am.*, 475 U.S. 643, 650 (1986); *Landers v. Fed. Deposit Ins. Corp.*, 402 S.C. 100, 109, 739 S.E.2d 209, 213 (2013).

DISCUSSION

I. Plaintiffs must be Compelled to Arbitration Pursuant to the Arbitration Provision in the Agreements.

Section 16.1 of the Agreements provides as follows:

The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall . . . be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. § § 1 et seq.) and not by or in a court of law or equity. . . .

Ex. A, Johnston Affidavit, exhibits 1 & 2 thereto.

Section 16.1 of the Agreements defines a “Dispute” as follows:

“Disputes” (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community.

Id.

Plaintiffs Kramer and Hedges both entered into valid agreements to arbitrate with Lennar. Section 16.3 of the Agreements state that “[a]ll decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s).” *Id.* To grant Lennar’s motion, the Court need only find that the Agreements contain valid agreements to arbitrate. No other analysis by the Court is necessary after reaching this conclusion because the parties agreed that any further inquiry into the arbitrability of Plaintiff’s claims fall is reserved for the arbitrator(s).² See *Zabinski v. Bright Acres Assocs.*, 346 S.C. 580, 596, 553 S.E.2d 110, 118 (2001) (“The question of the arbitrability of a claim is an issue for judicial determination, unless the parties provide otherwise.” (emphasis added); *Henry Schein, Inc. v. Archer & White Sales, Inc.*, 139 S. Ct. 524, 526, 202 L. Ed. 2d 480 (2019) (“[W]hen the parties’ contract delegates the arbitrability question to an arbitrator, a court may not override the contract.”).

² Even if the Court were to determine whether Plaintiffs’ claims fall within the parameters of “Disputes” covered by the arbitration provision in the Agreements, the definition of “Disputes” in the Agreements clearly captures Plaintiffs’ claims, which allege construction defects and property damage with regard to the Residences, as Section 16.1 of the Agreements defines a “Dispute” to includes “any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community.” *Johnston Affidavit*, Exhibit 1 & 2.

The S.C. Court of Appeals recently issued in an opinion in the case of *Damico, et al. v. Lennar Carolinas, LLC* finding that Lennar's motion to compel arbitration **based on the same arbitration provision** should have been granted. See Op. No. 5730, at *7 (S.C. Ct. App. filed June 10, 2020) (Shearouse Adv. Sh. No. 23 at 29). As noted in the *Damico* opinion, Section 16 of the Purchase and Sale Agreement at issue in that case stated:

The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.) and not by or in a court of law or equity. . .

Id. at 8.

This is the same arbitration provision contained in the Agreements between Lennar and the Plaintiffs in this case. The Court of Appeals in *Damico* concluded that this provision constituted a valid agreement to arbitrate and must be enforced. After reaching this conclusion, the Court of Appeals in *Damico* determined that this finding ends their inquiry because any arguments the plaintiffs may make to dispute the arbitrability of their claims must be made to the arbitrator, as the Court stated:

That ends our inquiry into Lennar's motion to compel the homeowners to arbitrate. . . . The [Purchase Agreement's] arbitration provision states, "All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s)." Whether the disputes alleged in this lawsuit are covered by the [Purchase Agreement's] arbitration provision is therefore a question the parties clearly and unmistakably delegated to the arbitrator.

Id.

This Court should find that the Agreements between Lennar and Plaintiffs contain valid agreements to arbitrate. Arbitration agreements are presumed valid, and there is no basis to find these particular arbitration provisions invalid. See *Cape Romain*

Contractors, Inc. v. Wando E., LLC, 405 S.C. 115, 125, 747 S.E.2d 461, 466 (2013) (“Due to the strong South Carolina and federal policy favoring arbitration, arbitration agreements are presumed valid.”). This Court should reach the same conclusion as the SC Court of Appeals in the *Damico* case – these arbitration provisions are valid agreements to arbitrate. Also like in *Damico*, this finding should end the Court’s inquiry, as the Agreements state that all decisions regarding arbitrability are to be decided by an arbitrator. Therefore, the Court should grant Lennar’s motion and enter an Order dismissing this action and compelling Plaintiffs Kramer and Hedges to arbitrate all claims against Lennar.

II. The Federal Arbitration Act Governs Enforcement of the Arbitration Provisions in the Agreements.

Enforcement of the arbitration provisions in the Agreements are governed by the Federal Arbitration Act (“FAA”) because the Agreements involved interstate commerce. Therefore, to the extent Plaintiff argues state law would preclude enforcement of these arbitration agreements, that state law is preempted by the FAA and must be disregarded.

1. The FAA Applies Because the Parties Agreed that the Agreements Involved Interstate Commerce.

The FAA applies because the Agreements state that the parties “specifically agree that this transaction involves interstate commerce.” Ex. A, Johnston Affidavit, exhibits 1 & 2, at ¶16; see *Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 539, 542 S.E.2d 360, 363–64 (2001) (finding FAA applied because parties had agreed contract involved interstate commerce). In fact, in the *Damico* case regarding the same arbitration provision in a Purchase and Sale Agreement with Lennar, the S.C. Court of Appeals recently found that the FAA applies due to this exact same contract language. See *Damico v. Lennar Carolinas, LLC*, Op. No. 5730, at *7 (S.C. Ct. App. filed June 10, 2020)

(Shearouse Adv. Sh. No. 23 at 29) (“We first consider whether the FAA applies. We hold it does [because] the [Purchase Agreement] provides the parties ‘specifically agree that this transaction involves interstate commerce.’ We must enforce this agreement like any other contract term.”).

Therefore, because Plaintiffs and Lennar specifically agreed that the Agreements involved interstate commerce, the FAA applies to the Agreements. As a result, any state law that Plaintiff argues should invalidate these arbitration agreements is preempted and must be disregarded.

2. The FAA Applies to the Agreements Because Construction of the Residences Affected Interstate Commerce.

The FAA also applies to the arbitration provisions in the Agreements because construction of the Residence did, in fact, involve interstate commerce.

In *Cape Romain Contractors, Inc. v. Wando E., LLC*, the Supreme Court of South Carolina discussed the scope of the FAA. The court stated:

Generally, any arbitration agreement affecting interstate commerce is subject to the FAA. The United States Supreme Court has previously described the FAA's reach expansively as coinciding with that of the Commerce Clause. Thus, in determining whether the FAA applies to a particular arbitration agreement, a court considers whether the contract concerns a transaction involving interstate commerce.

Under the reach of the Commerce Clause, Congress has authority to regulate (1) the use of the channels of interstate commerce, (2) the instrumentalities of interstate commerce, or persons or things in interstate commerce and (3) those activities having a substantial relation to interstate commerce. Channels of commerce are ‘the interstate transportation routes through which persons and goods move. Instrumentalities of interstate commerce, by contrast, are the people and things themselves moving in commerce.

405 S.C. 115, 121–22, 747 S.E.2d 461, 464 (2013) (internal citations and quotations omitted).

South Carolina courts have repeatedly recognized that construction projects involve interstate commerce. See, e.g., *One Belle Hall Prop. Owners Ass'n, Inc. v. Trammell Crow Residential Co.*, 418 S.C. 51, 60 n.3, 791 S.E.2d 286, 291 n.3 (Ct. App. 2016) (shingles manufactured outside of South Carolina and incorporated into a building within South Carolina demonstrated interstate commerce such that the FAA applied); *Cape Romain Contractors, Inc.*, 405 S.C. at 123–24, 747 S.E.2d at 465 (2013) (incorporating out-of-state materials and consulting with out-of-state professionals in connection with a construction project are indicators of interstate commerce); *Blanton v. Stathos*, 351 S.C. 534, 541, 570 S.E.2d 565, 569 (Ct.App.2002) (contracts entered into in conjunction with the construction of a restaurant in South Carolina involved interstate commerce); *Tritech Elec., Inc. v. Frank M. Hall & Co.*, 343 S.C. 396, 400, 540 S.E.2d 864, 866 (Ct. App. 2000) (construction contracts between a general contractor and subcontractors from different states demonstrates interstate commerce); *Circle S. Enters., Inc. v. Stanley Smith & Sons*, 288 S.C. 428, 343 S.E.2d 45 n. 1 (Ct. App. 1986) (a construction contract involved interstate commerce where materials, equipment, and supplies were produced and manufactured out-of-state); *Episcopal Hous. Corp. v. Federal Ins. Co.*, 269 S.C. 631, 640, 239 S.E.2d 647, 652 (1977) (use of labor, supplies, and materials from out-of-state sources indicates interstate commerce). In fact, in *Episcopal Hous. Corp.*, our Supreme Court went so far as to say “[i]t would be virtually impossible to construct...a building...with materials, equipment and supplies all produced and manufactured solely within the State of South Carolina.” *Episcopal Hous. Corp.* at 640, 239 S.E.2d at 652.

As with the cases cited above, the Agreements involved interstate commerce because the subject matter and performance of the Agreements (that is, the construction,

sale, and purchase of the Residences) involved interstate commerce. Construction of the Residences involved use of numerous out-of-state subcontractors and products manufactured and supplied from out of state. Ex. A, Affidavit Johnston, ¶13 and exhibits 5, 6, and 7 thereto. Additionally, Lennar paid its subcontractors for work at the Residences from a bank account maintained out of state. *Id.* These facts are sufficient to show that the Agreements involved interstate commerce. *See, e.g., Zabinski v. Bright Acres Assoc.*, 346 S.C. 580, 595-95, 553 S.E.2d 110, 117-18 (2001) (utilization of out-of-state materials, contractors and investors implicates interstate commerce).

The Agreements here are distinguishable from those at issue in *Bradley v. Brentwood Homes, Inc.*, in which the Supreme Court of South Carolina found that a contract for only the sale of a completed home was purely intrastate and, thus, was not governed by the FAA. 398 S.C. 447, 458, 730 S.E.2d 312, 318 (2012). Notably, the Supreme Court in the *Bradley* case relied on the fact that the contract at issue in that case explicitly stated that Brentwood Homes acted only as a *seller* of the *completed* dwelling rather than as a *contractor* as well. *Bradley*, at 450, n.3, 730 S.E.2d at 313, n.3. The *Bradley* Court made it clear that where, as here, the contract pertained to the construction and sale of a residence (as opposed to only selling a completed home), then the agreement would involve interstate commerce. *Id.* at 458 n.8 (“We emphasize that **had the Agreement actually encompassed the construction of the residence, it would have been subject to the FAA** as our appellate courts have consistently recognized that contracts for construction are governed by the FAA.”) (emphasis added). That is precisely what occurred with regard to the Agreements, as the construction of the Residences largely had not yet occurred at the time of the Agreements:

- For Plaintiff Kramer, the Agreement, signed on May 2, 2015, estimated the start date for construction of the Residence as June 5, 2015 and estimated completion

to be March 17, 2016. Ex. A, Johnston Affidavit, exhibit 1, p 58. Construction records show that construction lasted until at least February 22, 2016, which included use of out-of-state subcontractors as well as products manufactured and supplied from out of state. Ex. A, Johnston Affidavit, ¶11 and exhibit 3 thereto.

- For Plaintiff Hedges, the Agreement, signed on March 17, 2015, estimated the start date for construction of the Residence as April 17, 2015 and estimated completion to be October 1, 2015. Ex. A, Johnston Affidavit, exhibit 2, p 64. Construction records show that construction lasted until at least November 12, 2015, which included use of numerous out-of-state subcontractors as well as products manufactured and supplied from out of state. J Ex. A, Johnston Affidavit, ¶12 and exhibit 4 thereto.

Therefore, under well-established case law, the Agreements involved interstate commerce, and enforcement of the arbitration provisions in the Agreements is governed by the FAA. Accordingly, any state law that would have invalidated the arbitration provisions in the Agreements is preempted by federal law and must be disregarded.

CONCLUSION

The Purchase and Sale Agreements that Lennar entered into with Plaintiffs Kramer and Hedges for the purchase of their Residences contain valid agreements to arbitrate. To the extent Plaintiffs argue these arbitration agreements are not valid and enforceable due to state law, the Court should reject that argument because the Federal Arbitration Act applies and would preempt that state law. Upon concluding that Lennar has valid agreements to arbitrate with Plaintiffs, the Court need not probe further in order to grant Lennar's motion, as the Agreements state that any disputes regarding the arbitrability of Plaintiffs' claims must be decided by the arbitrator. Therefore, this Court should grant Lennar's motion, dismiss Plaintiffs' claims, and compel them to individually arbitrate all of their claims against Lennar.

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Attorneys for Lennar Carolinas, LLC

July 2, 2020

Exhibit A

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Erik Kramer and Kevin N. Hedges, on
behalf of themselves and others similarly
situated,

Plaintiffs,

vs.

Lennar Carolinas, LLC, Alpha Prime,
LLC, Alpha Prime Construction, LLC,
Sagehorn and Company, Inc., and Royal
Palms Holding, LLC,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO.: 2019-CP-10-04807

CERTIFICATION OF JOE JOHNSTON

1. The following is given of my own personal knowledge and based upon the business records of Lennar Carolinas, LLC ("Lennar Carolinas") created and maintained in the ordinary course of business.

2. I am the Vice President of Finance for Lennar Carolinas.

3. Attached hereto as Exhibit 1 is a copy of the Purchase and Sale Agreement between Erik C. Kramer and Lennar Carolinas for the construction and sale of a residence at 1254 Dingle Road, Mt. Pleasant, South Carolina (the "Kramer Agreement").

4. Although the address for the Kramer Residence was initially listed in the Kramer Agreement as 1264 Dingle Road, in the final two contract addenda, dated December 7, 2015 and March 22, 2016, respectively, the address for the Kramer Residence was updated to 1254 Dingle Road, Mt. Pleasant, South Carolina. See Exhibit 1, pp. 54, 58.

5. Attached hereto as Exhibit 2 is a copy of the Purchase and Sale Agreement between Kevin N. Hedges and Lennar Carolinas for the construction and sale of a residence at 1279 Dingle Road, Mt. Pleasant, South Carolina (the "Hedges Agreement").

6. Although the address for the Hedges Residence was initially listed in the Hedges Agreement as 1272 Dingle Road, in the final two contract addenda, dated October 1, 2015 and November 9, 2015, respectively, the address for the Hedges Residence was updated to 1279 Dingle Road, Mt. Pleasant, South Carolina. See Exhibit 2, pp. 60, 64.

7. Each of the above-referenced homes at issue in this litigation ("the Residences") is located in the Royal Palms Planned Development District in Charleston County, South Carolina ("Royal Palms").

8. The Kramer Agreement and Hedges Agreement are hereinafter referred to collectively as "the Agreements."

9. Section 16 of each of the Agreements contains the following arbitration provision:

The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen.

10. The mandatory arbitration clause in Section 16 of each of the Agreements provides that the Agreement involves interstate commerce and that any dispute must be submitted to binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1, *et seq.*

11. Attached hereto as Exhibit 3 is the BuildPro Summary Sheet for the Kramer Residence, which shows for each listed task item relating to construction of the Kramer Residence the start date and end date for the task as well as the vendor used by Lennar for performance and completion of that task. As shown in Exhibit 3, construction activities at the Kramer Residence continued until at least February 22, 2016.

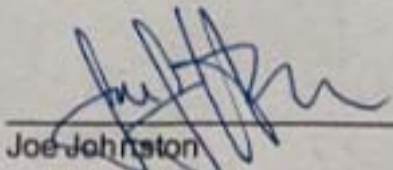
12. Attached hereto as Exhibit 4 is the BuildPro Summary Sheet for the Hedges Residence, which shows for each listed task item relating to construction of the Hedges Residence the start date and end date for the task as well as the vendor used by Lennar for performance and completion of that task. As shown in Exhibit 4, construction activities at the Hedges Residence continued until at least November 12, 2015.

13. Interstate commerce, to include interstate payments and communications, as well as use of products manufactured and/or supplied from outside the State of South Carolina, were used in the development, construction and sale of the Residences, as evidenced *inter alia* by the following:

- a. The Residences are located in South Carolina;
- b. Copies of purchase orders for the Kramer Residence are submitted herewith as Exhibit 5, which show that various products used in the construction of the Kramer Residence were manufactured in and/or supplied from outside of South Carolina;

- c. Copies of purchase orders for the Hedges Residence are submitted herewith as Exhibit 6, which show that various products used in the construction of the Hedges Residence were manufactured in and/or supplied from outside of South Carolina
- d. Lennar Carolinas made payments in connection with construction of the Residences from a bank account maintained outside of the state of South Carolina;
- e. Various subcontractors involved in the construction of the Residences maintained their principal place of business outside South Carolina. For example, the subcontractors listed below were used in the construction of the Residences and, according to the S.C. Secretary of State's website as shown in Exhibit 7, were out-of-state companies. Upon information and belief:
 - i. 84 Lumber Company was a Pennsylvania limited partnership;
 - ii. Alpha Omega Construction Group, Inc. was a North Carolina corporation;
 - iii. Archer Exteriors, Inc. was a New Jersey corporation;
 - iv. Carpenter Contractors of American, Inc. was an Illinois corporation;
 - v. Combs Construction Company, Inc. was a North Carolina corporation;
 - vi. GMS Strategic Solutions, Inc. was a Georgia corporation.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by contempt.



Joe Johnston

Exhibit 1

Lennar Carolinas, LLC
1941 Savage Rd. Suite 100 - C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the Second day of May, 2015 by and between Lennar Carolinas, LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S): 1. Erik C. Kramer 2. 3. 4. No Buyer Name Changes Will Be Permitted		Check Applicable: Married ☐ Single ☐ Male ☒ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐	
Buyer Address: 6005 Archstone Way #406			
City: Alexanrdia		State / Country: VA	Zip: 22310
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.			
Home Telephone:		Facsimile Number:	
Business Telephone:		E-mail Address: ekramer90@yahoo.com	
Cellular Telephone: +1 843 4251468			

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model REGAL constructed or to be constructed on the following described property:

Lot 0058 of Block _____ of Royal Palms Subdivision/Plat, in Charleston County (the "**County**"), South Carolina
Address: 1264 Dingle Road Mt Pleasant SC 29466

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property**." The Property is located within the community known as Royal Palms (the "**Community**").

2. **Purchase Price and Payments.** The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **\$299,365.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **\$2,000.00**. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "**DOCUMENTS**" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

☐ **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment

within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "**Mortgage Contingency Period**"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

4.1 **Mortgage Loan.** Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.

4.2 **Application.** Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.3 **Commitment.** Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.

4.4 **Sale of Other Residence.** Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. **Funds.** Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars (\$125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone

agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 Changes to Plans and Specifications.

13.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the

Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. **Buyer's Default.** In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. **Seller's Default.** In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. **Mediation / Arbitration of Disputes.**

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted

to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

16.11 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.** All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("**NHC**") and Internet New Home Consultant ("**INHC**") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials  _____

19. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. **Dangerous Condition; Construction Work.**

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied

entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. **OFAC.** Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("**OFAC**"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "**Lennar Affiliates**"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

24. **TIME OF THE ESSENCE.** BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. **Additional Changes.** Notwithstanding Section 31 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 34 shall survive Closing and the delivery of the Deed.

35. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

☒ Rider A (South Carolina)	☒ Indoor Environmental Quality Disclosure Addendum
☒ Rider B (CRS Division)	☐ Home Sale Contingency Addendum
☒ Purchase Price and Payment Addendum	☒ Cooperating Broker Addendum
☒ Master Disclosure and Information Addendum	☒ FHA/VA Addendum
☒ Affiliated Business Arrangements Disclosure Statement	☒ Insulation Addendum
☒ Election Form Addendum	☒ Cooperating Broker Agreement
☐ Home Close Contingency Addendum with Options	☐
☐	☐

36. **Survival.**

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial

Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Walker Gregory
C84C5398EF214CD...
New Home Consultant - Walker Gregory
5/2/2015
Date:

THIS AGREEMENT IS NOT BINDING ON SELLER
UNTIL ACCEPTED BELOW BY AN AUTHORIZED
AGENT OF SELLER.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras
B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
5/11/2015
Date

DocuSigned by:
Erik C. Kramer
6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

PURCHASE PRICE AND PAYMENT ADDENDUM
Lennar Carolinas, LLC

Buyer Name: Erik C. Kramer
Date of Agreement: 05/02/2015
Community: Royal Palms Lot/Block: 0058 /
Address: 1264 Dingle Road Mt Pleasant SC 29466
Plan/Elevation: REGAL / BE Garage Orientation: Left ☒ Right ☐
Phase/Section: 10 / Job #: 18886600058
Started (Y/N): N Stage: PR
Estimated Start Date: Estimated Closing Date: 09/30/2015
Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☒ New Agreement ☐ Transfer ☐ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer: Erik C. Kramer
Buyer Existing Address: 6005 Archstone Way #406 Alexanrdia VA 22310
Home Phone: Office Phone:
Fax: Cell Phone: +1 843 4251468
Email: ekramer90@yahoo.com
Employer: Years/Months: /
Co-Buyer:
Home Phone: Office Phone:
Fax: Cell Phone:
Email:
Employer: Years/Months: /

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price:	\$ 287,990.00
Add Homesite Premium:	\$ 5,000.00
Add Options, Upgrades and Extras per attached Options, Upgrades, and Extras/Change Order Summary:	\$ 19,250.00
Less Discretion:	\$ 12,875.00
Total Purchase Price:	\$ 299,365.00

PAYMENTS:

Initial Deposit	Check#/Credit Card: _ /	\$ 2,000.00
Additional Deposit		
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Advanced Deposit		
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)
(Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses and HOA fees.)

Initial  Initial _____ \$ 297,365.00
Buyer Buyer

CLOSING COSTS:

Seller Assistance toward closing costs (subject to contribution limits):..... \$ 4,000.00

Comments: The total purchase price and any discretion or incentive given is based on the closing of the home taking place on the estimated closing date unless otherwise agreed upon in writing by Seller.

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☐ FHA ☒ VA
Lender: UAMC Phone #: 843-852-3200
Broker Participation? ☒ Yes ☐ No
Agent/Company: C. Kendrick / Keller Williams
Street Address: 496 Bramson Ct. Ste 200
City, State Zip: Mount Pleasant, SC 29464
Phone:
Broker Tax ID#: Broker Commission: 3%

WARRANTY INFORMATION

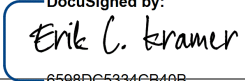
LEN 100 5/2/12
*Or other comparable warranty

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the second day of May, 2015 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

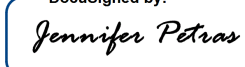
DocuSigned by:

6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

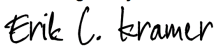
SELLER: Lennar Carolinas, LLC

DocuSigned by:

B86C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

ENERGY ADDENDUM

THIS ENERGY ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") entered into as of the Second day of May , 2015, between Erik C. Kramer ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Energy Claims.** In the marketing of the Home, certain verbal or written statements may have been made, including but not limited to statements contained in advertising and marketing material, relating to the energy efficiency, energy consumption, energy savings or energy costs of the Home. Buyer acknowledges that any such statements were estimates only and were developed by third parties based upon the design of the Home and/or various indices. Actual Home energy savings will vary due to, among numerous other factors, construction variances, floor plan, occupancy, appliance usage, thermostat settings, weather conditions, maintenance and orientation of the home. Seller provides no guarantee of savings that will be achieved by each homeowner.
3. **HERS Index.** Based on an analysis of the home's plans, a third party Home Energy Rater uses an energy efficiency software package to perform an energy analysis of the home's design. This analysis yields a projected, pre-construction HERS (Home Energy Rating System) Index. The HERS Index is a scoring system established by the Residential Energy Services Network (RESNET) in which a home built to the specifications of the HERS Reference Home (based on the 2006 International Energy Conservation Code) scores a HERS Index of 100, while a net zero energy home scores a HERS Index of 0. The lower a home's HERS Index, the more energy efficient it is in comparison to the HERS Reference Home. Each 1-point decrease in the HERS Index corresponds to an estimated 1% increase in energy efficiency compared to the HERS Reference Home. For any home with a HERS Index rating, the Buyer understands and agrees that the rating is not to be construed as a guarantee of energy savings or consumption levels. Seller makes no representations or warranties regarding the accuracy of the HERS Index.
4. **Certification Program.** In connection with the sale of the Home, Seller may have used a third party to certify that the Home was designed to certain guidelines ("**Certification Program**"). Seller makes no representations or warranties regarding any aspect of the Certification Program. Buyer acknowledges that the third party estimate is based upon analytical methods and not necessarily testing of the Home.
5. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
6. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:


6598DC5334CB40B

Buyer - Erik C. Kramer

Date 5/2/2015

Buyer -

Date

Buyer -

Date

Buyer -

Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:


B85C4A49D9B74C1...

Authorized Agent of Seller - Jennifer Petras

Date 5/11/2015

ROYAL PALMS
MASTER DISCLOSURE AND INFORMATION ADDENDUM TO
PURCHASE AND SALE AGREEMENT
MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA

THIS MASTER DISCLOSURE AND INFORMATION ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the Second day of May, 2015, between Erik C. Kramer ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0058 of Building/Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**"). The residence and improvements (the "**Home**") constructed or to be constructed on the property described in the Agreement (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Addendum as the "**Property**."

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Community.** The Property lies within the Community. This Addendum explains certain terms which are applicable to the purchase of Homes within the Community. Seller, the developer of the Community (Seller is hereinafter sometimes referred to as "**Developer**"), and any other builder in the Community, shall have the right, without notice to Buyer, to make changes to, among other things, homesite sizes, number of homes being built, size and style of homes being built, features and materials in homes being built, prices of homes (whether more or less than currently published), price per square foot of homes (whether more or less than currently published), street layout, amenity layout and usage, location, size and number of trees, bushes and other foliage (current and future), and any other items or uses which are currently planned for the Community. Seller makes no representation or warranties that Seller will be the exclusive builder or developer in the Community or that the Community will be built out exactly as currently planned, and Seller expressly reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community. Any current maps or other materials showing any final or projected community development may be modified or updated in the future.

SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES WITH REGARD TO THE DEVELOPMENT OF HOMESITES IN AND AROUND THE COMMUNITY. HOMESITES IN AND AROUND THE COMMUNITY MAY REMAIN UNDEVELOPED AT THE SOLE DISCRETION OF SELLER, OTHER BUILDERS IN THE COMMUNITY, AND/OR THE DEVELOPER OF THE COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO SELLER BEING THE SOLE OR EXCLUSIVE BUILDER WITHIN THE COMMUNITY. SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO CONTINUING TO BUILD IN THE COMMUNITY THROUGH FINAL BUILD OUT AND/OR BUILDING UPON ANY UNDEVELOPED HOMESITE(S). FURTHERMORE, IT IS UNDERSTOOD THAT NO REPRESENTATIONS, ESTIMATES OR PROJECTIONS HAVE BEEN CONVEYED REGARDING THE FINAL BUILD OUT TIME OF ANY UNDEVELOPED HOMESITE(S) OR THE OVERALL COMPLETION SCHEDULE OF THIS COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER CONSTANTLY EVALUATES THE PRICING, DESIGNS, PRODUCT MIX AND AMENITIES OF ITS COMMUNITIES AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING WHETHER TO CONTINUE TO BUILD HOMES WITHIN THE COMMUNITY AND BUYER IS NOT RELYING UPON ANY OF THE FOREGOING IN DECIDING TO PURCHASE THE PROPERTY.

3. **Governing Documents.** Buyer acknowledges receipt, either in hard-copy or via internet or electronic means, of all documents ("**Governing Documents**") for the Community.

3.1 Buyer acknowledges receipt of, and agrees to be bound by the Declaration of Covenants, Conditions, and Restrictions for Royal Palms (the "**Declaration**"), the Articles of Incorporation, By-Laws and any Rules and Regulations of Royal Palms Property Owners Association, Inc., all as amended and supplemented from time to time (collectively, the "**Community Documents**"). Buyer acknowledges and agrees that title to the Home will be subject to the Community Documents.

3.2 The Property will be subject to certain deed restrictions as reflected in the Limited Warranty Deed (the "**Deed**") executed by Seller and furnished to Buyer at Closing. The deed restrictions run with the Homesite and require, among other things, that (i) buyer give Seller notice of Seller's defaults or any Claim (as defined therein) after Closing and (ii) Seller have an opportunity to inspect and cure defects in the Home. The deed restrictions further require the arbitration of any Claim against Seller that cannot be resolved.

3.3 Buyer acknowledges the provisions of the Governing Documents are fair and reasonable.

4. **Association Memberships.**

4.1 Upon conveyance and recording of the Deed to the Property, Buyer understands and agrees that Buyer will then become a member of the Royal Palms Property Owners Association, Inc., a South Carolina nonprofit corporation (the "**Association**"). Buyer agrees to accept the liability and obligations of such

memberships. Buyer understands that as a member of the Association, Buyer will be required to pay Assessments (as defined in the Governing Documents) for the operation, insurance and maintenance of the Common Areas (as defined in the Governing Documents) and for such other uses and purposes as are provided for in the Governing Documents. Buyer also understands and agrees that a failure to pay Assessments when due could cause the Association to record a lien on the Property and to foreclose such lien. Assessments are subject to additional increases in the manner currently provided for in the Governing Documents. Neither Seller, the Association, nor any other builder can estimate the amount or frequency of any such increase.

4.2 Buyer acknowledges that nominees of Seller (and as Developer), may serve as the initial officers and directors of the Association. The officers and directors and the management company, which may be an affiliate of Seller, are authorized by Buyer to act for and on the behalf of the Association. Seller may, but is not required to, advance monies to the Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Association will be obligated to repay such advances as set forth in the Community Documents.

4.3 Buyer acknowledges that all new construction and modifications of existing construction and exterior improvements within the Community are subject to the prior written approval of the appropriate architectural review, design review or similar committee or authority, which is appointed by the Board of Directors of the Association. Buyer agrees to comply with all rules and regulations of the appropriate authority (or authorities) governing construction of improvements within the Community as the same may be amended and exist from time to time. These restrictions are subject to change without notice. Building and use restrictions include, but are not limited to, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, the developer of the Community, homebuilder(s), leases and restoration of homesites. Buyer agrees not to commence any construction upon the Homesite until it has obtained all requisite written approvals therefore. Buyer further agrees not to make any modifications of any existing buildings and improvements, including, but not limited to, landscaping and landscape irrigation, without the prior written approvals of the appropriate authority (or authorities) pursuant to any city, county or state regulation and pursuant to recorded covenants, conditions or restrictions governing the land. In addition, every city, county or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to the Home or Homesite, Buyer should contact the applicable governmental authorities for further information concerning local codes and ordinances. Decks, fences and exterior color are among the more common, although not the only, improvements for which architectural approval is required.

4.4 Approval of any work by the appropriate reviewing authority or authorities shall not constitute an express or implied warranty or representation that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner.

4.5 Failure to submit plans and specifications to the appropriate reviewing authority or authorities for approval is a violation of the provisions of the Declaration and/or applicable deed restrictions, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved improvements or modifications.

5. **Community Charges.** In addition to the Closing Costs set forth in Rider B, Buyer shall pay the following additional Closing Costs respecting the Community:

5.1 **Association Assessments.** Assessments payable to the Association ("**Association Assessments**"), prorated for the month in which the Closing occurs (based on the then current Assessments at the time of closing). Such Assessments are estimated to be **\$140.56** per month at this time. Buyer understands that the estimated operating budget for the Association is only an estimate of what it will cost to run the Association and operate, insure and maintain the common areas during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Without limiting the generality of this Section, those changes will not give Buyer any right to cancel the Agreement. Neither the monthly Association Assessments nor the Association's budget is guaranteed. Buyer acknowledges and agrees the Association Assessments and/or budget may change.

5.2 **Association Initial Capital Contribution.** Buyer acknowledges that among other Assessments provided for in the Community Documents, the Association has established an initial capital contribution ("**Initial Capital Contribution**"). Buyer acknowledges that upon conveyance of the Property an Initial Capital Contribution in an amount equal to **\$500.00** (or such amount as determined from time to time) is due. The Initial Capital Contribution may be used for any reason whatsoever including, without limitation, reimbursement for costs in setting up the Association and costs of deficit funding. Buyer acknowledges and agrees that the Initial Capital Contribution is not to be considered as an advance payment of Assessments.

5.3 **Resale Capital Contribution.** Buyer acknowledges the Association may establish a Resale Capital Contribution (as defined in the Governing Documents). For more information on the Resale Capital Contribution, please refer to the Governing Documents.

5.4 **Boat Storage.** A storage area ("**Storage Area**") for boats, trailers, recreational vehicles and other

personal property approved by the Association is located within the common space of the Community among homesites in the Community. The presence of the Storage Area near a homesite can cause increased noise, foot and vehicular traffic, and other conditions commonly caused by the presence of boat or vehicle storage areas, which at times may be obnoxious or inconvenient to some people, especially sensitive people. Homesites adjoining or near the Storage Area will likely experience some or all of these conditions. Buyer is advised to take the time to drive around the Community to ensure that Buyer is satisfied with the location of the Homesite relative to the location of the Storage Area. The Storage Area may be reduced in size, modified, or eliminated entirely in the future, and neither Seller nor the Association can guarantee the continued existence of the Storage Area. For more information on the Storage Area and the use of the Storage Area, please contact the Association.

6. **Security.** The Community is not a gated community and the roads in the Community are private.
7. **Building and Use Restrictions.** Every homesite is subject to building and use restrictions as set forth in Article III and Exhibit C of the Declaration. These restrictions are subject to change without notice. Building and use restrictions may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, any developer and homebuilder(s), leases and restoration of homesites. Seller encourages you to carefully review the Declaration and to ensure the long-term quality of life for both you and your neighbors.
8. **Municipal Building Codes And Ordinances.** Every city or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to your Home or Homesite, you should contact the Building Inspector for Charleston County at (843) 202-6930 for further information concerning local codes and ordinances. Seller is not responsible for notifying Buyer or any other homeowners of the content or restrictions contained in any local codes or ordinances.

9. **Architectural Review.**

- 9.1 The Declaration currently provides that no improvements shall be commenced upon any homesite, nor shall the exterior color, style and materials of an approved structure on a homesite be altered without the prior written approval of the Design Review Board ("**DRB**") which is appointed by the Board of Directors of the Association. Improvements constructed by Seller or the developer of the Community are exempt from this requirement. Approval of any work by the DRB or the shall not constitute an express or implied warranty or representation by the DRB that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner. Decks, fences and exterior color are among the more common, although not the only, improvements for which architectural approval is required. For more information concerning architectural review, please review the Declaration.
- 9.2 Failure to submit plans and specifications to the DRB for approval is a violation of the Declaration, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved modifications.

10. **Pet Restrictions.** Buyer understands that the only pets allowed in the Community are those which are in accordance with the restrictions contained in the Community Documents or any amendments thereto.
11. **Short-Term Rentals.** Buyer acknowledges that homes in the Community may be rented for any length of time, subject to certain restrictions set forth in the Community Documents. Buyer may contact the Association if Buyer has any questions concerning short-term rentals.
12. **Active Flood Zone.** Buyer acknowledges that the Property may be in an active flood zone. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Seller recommends that each Buyer of a Home protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency (FEMA) to have the Home re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

13. **Utilities.**

- 13.1 Buyer acknowledges that no septic tanks shall be permitted within the Community. No wells shall be installed without the express written consent of the DRB and all other applicable government agencies.
- 13.2 Some homesites contain or are adjacent to drainage and utility structures such as storm water overflow swales, storm water retention and/or detention basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever. Overflow swales are generally utilized for overflow storm water capacity as a result of water drainage. Electrical transformers may only be landscaped to the extent permission is given by the utility provider. In some cases, water may flow from one homesite to another. State law may provide that the owner of the homesite receiving water is required to accept the water flow and may not impede the flow of this water. In addition, the Property will be graded to provide for reasonable drainage away from the Home's foundation. The vast majority of

foundation problems are caused by insufficient drainage or lack of watering of soil around the foundation. Buyer should keep Buyer's lawn well watered to maintain consistent moisture content and avoid excess wetness, dryness or cracking of soil. The construction of curbs, decks, retaining walls, pools, spas, patios, landscape edging and similar items can also trap water within the yard area and cause structural damage to the Home's foundation. Seller strongly recommends that Buyer consult with a licensed landscape architect and civil engineer before performing any work or making any changes that may affect the existing drainage pattern.

13.3 The Town of Mount Pleasant provides water to the Community. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Community. In addition, this area is periodically subjected to extended periods of drought that may cause depletion of water supplies. Municipalities and other providers of water services (including the Town of Mount Pleasant) may enact mandatory or voluntary cut backs or other restrictions in water usage. Seller has no control, influence, responsibility or liability for or over decisions concerning water rationing.

13.4 If Buyer has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Buyer should contact the utility companies directly. Because Seller values Buyer's safety and that of Buyer's neighbors, no excavation or trenching should be done without first calling the utility companies for the location of buried utilities. There is currently no charge by the utilities for this service. This is especially important in utility easements where buried utility equipment is probable. Digging without advance notification and approval of the utility companies may be illegal, is dangerous and can result in severe personal injury or death to Buyer and Buyer's neighbors, and can also result in severe property damage to homes, property and utility equipment.

14. **Water Bodies.** BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS OR OTHER WATER BODIES WITHIN THE COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER, THE TOWN OF MOUNT PLEASANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

15. **Wetland Conservation Areas.** BUYER ACKNOWLEDGES THAT PROPERTY WITHIN THE COMMUNITY CONTAINS WETLANDS, WETLAND MITIGATION OR PRESERVATION AREAS, UPLAND CONSERVATION AREAS AND DRAINAGE EASEMENTS AND LOTS (INCLUDING BUT NOT LIMITED TO THE HOMESITE) MAY CONTAIN OR BE ADJACENT TO WETLANDS, WETLAND MITIGATION OR PRESERVATION AREAS, UPLAND CONSERVATION AREAS AND DRAINAGE EASEMENTS (COLLECTIVELY, "**Wetland Conservation Areas**"), WHICH MAY BE DEDICATED BY PLAT AND ARE PROTECTED BY A DECLARATION OF RESTRICTIVE COVENANTS RECORDED JANUARY 2, 2007, IN BOOK T610, PAGE 892, CHARLESTON COUNTY REGISTER OF DEEDS OFFICE ("**Wetlands Declaration**"). THE WETLANDS DECLARATION CONTAINS A MORE SPECIFIC DEPICTION OF THE WETLANDS CONSERVATION AREAS. SUCH WETLAND CONSERVATION AREAS ARE SUBJECT TO RESTRICTIONS REQUIRED BY STATE AND FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS. THE DECLARATION PROHIBITS, AMONG OTHER THINGS, FILLING, DRAINING, FLOODING, DREDGING, IMPOUNDING, BURNING, CULTIVATING, EXCAVATING, ERECTING, CONSTRUCTION, RELEASING WASTES, OR OTHERWISE DOING ANY WORK WITHIN THE WETLAND CONSERVATION AREAS; INTRODUCING EXOTIC SPECIES INTO THE WETLAND CONSERVATION AREAS; AND FROM CHANGING THE GRADE OR ELEVATION, IMPAIRING THE FLOW OR CIRCULATION OF WATERS, REDUCING THE REACH OF WATERS, AND ANY OTHER DISCHARGE OR ACTIVELY REQUIRING A PERMIT UNDER CLEAN WATER OR WATER POLLUTION CONTROL LAWS AND REGULATIONS, AS AMENDED. ANY VIOLATION OF THE RESTRICTIONS SET FORTH IN THE WETLANDS DECLARATION MAY BE PUNISHABLE BY CIVIL OR CRIMINAL ACTIONS BY STATE AND/OR FEDERAL AUTHORITIES. IF BUYER HAS ANY QUESTIONS WITH RESPECT TO THE WETLANDS CONSERVATION AREAS OR ACTIVITIES PROHIBITED WITHIN SUCH AREAS, BUYER IS ADVISED TO REVIEW THE WETLANDS DECLARATION AND CONTACT THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT AT (843) 953-0200.

16. **Regulatory And Governmental Approvals.** The zoning, plans, etc. have been approved by Charleston County. For more information on the approvals required and pending in the Community, Buyer should contact the Charleston County Zoning & Planning Department at (843) 202-7200.

17. **Prices/Market Values.** Seller, and any other builder in the Community, shall have the unilateral right to establish prices for the homes it builds in the Community. Seller and any other builder in the Community may, at its sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Property, the prices for any subsequent changes or upgrades to the Home as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Property or options in the Home will be increased or decreased for other buyers of identical or similar homes or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the Property, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Property. The Property is being sold for residential purposes and not as an investment.

18. **Construction And Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER CONSTRUCTION AND DEVELOPMENT FOR AN EXTENDED TIME.

INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Community will likely occur after Buyer has taken occupancy of Buyer's Home. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sales offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Seller nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Seller gives no guarantees or assurances on the active time of the Community model homes. Homesites across the street or next to the model homes may remain undeveloped until Seller determines that these homesites are no longer needed for marketing purposes.

19. **Views.** Future development and construction activities in the Community can and will modify the view from homesites (including but not limited to the Homesite). Trees and other foliage may be added or removed from lots or common areas of the Community. Additional housing and other improvements will be added within the community. Because future development and construction activities in the Community will modify views from homesites, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Property.

20. **Streetlights.** Numerous streetlights will be installed within the Community, many of which will be installed after homes have been completed, sold and occupied. Streetlights are sized and placed in accordance with Town ordinances and governmental requirements, and could in some instances generate light in or obstruct views from homes in the Community. Information about streetlight size, light output, design and location of streetlights within the Community can be obtained from the service provider.

21. **Trees And Foliage.** The Community contains numerous native trees of various sizes and varieties. While Seller has taken steps during the planning and construction of the Community to save trees, future development and construction will require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Community or Buyer's Homesite, and cannot be responsible for short or long-term damages to foliage due to construction or development activities. Seller makes no representation or warranty that trees on the Homesite being purchased or any other homesite or common area in the Community will not be removed. All care and maintenance of foliage on an individual homesite is the responsibility of the homeowner, and Seller does not guarantee or warranty the survival of any foliage. The Town of Mount Pleasant has adopted a Tree Ordinance regulating the removal of any tree over a certain size. Before removing a tree, Buyer should contact the Town to ensure that its regulations are adhered to.

22. **Facilities And Conditions Affecting Homesites.**

22.1 The information set forth in this section contains an overview of facilities and conditions which may affect some or all homesites in the Community (including but not limited to the Homesite). Because Seller does not have control over development outside of the Community, Seller does not warrant or guarantee any future development, usage, or lack of development or usage for properties located outside of the Community, or their possible impact on the residents of the Community. For additional information about offsite features that may affect the purchase of the Property, please contact the local governmental authorities having jurisdiction over the Community.

22.2 Seller advises Buyer that some of the homesites (including but not limited to the Homesite) are or may be adjacent to or near some of the following:

DRAINAGE CHANNEL, AIRPORT, RAILROAD TRACKS, STORM WATER DETENTION FACILITY, COMMUNITY CENTER, ELEVATED WATER STORAGE TOWER, SCHOOL FACILITY, PARK SCHOOL SITE, SPORTS FACILITY OR BALL FIELD, COMMUNITY LAKES, PARK AND/OR RECREATION FACILITY, WATER PLANT/SEWER PLANT, LIFT STATION, CELLULAR PHONE, RADIO, TELEVISION OR OTHER TOWER ANTENNA SITE, HIGH VOLTAGE TRANSMISSION LINES OR PIPELINE EASEMENT.

Buyer acknowledges that such facilities may impact noise, vibration, lighting, traffic and other conditions caused by daily operations of the facility. Drainage channels, lakes and storm water detention facilities will have varying levels of water for varying periods of time depending upon rainfall.

22.3 Some of the homesites (including, but not limited, to the Homesite) are or may be encumbered by private utility drainage easements, private drainage easements, public utility drainage easements, public utility sewer easements, public utility easements, landscaping easements, sign easements, sight easements, and/or similar common area or utility easements. Any structures or vegetation located within such easement areas (including patios, decks, fences, playground equipment, sheds, bushes, trees, grass, and landscaping) may be disturbed and/or removed by the owner of such easement if removal is necessary to access or maintain the easement area or maintain, repair, reconstruct, or remove the easement owner's facilities within the easement. Buyer will be solely responsible, at its own cost, for replacing, reinstalling, rebuilding, or restoring any of Buyer's improvements within the easement area affected by the work of the easement owner. Notwithstanding the foregoing, Buyer may not make any changes to the slope or grade within an easement area that would impair or alter drainage patterns within the easement.

22.4 **Interior Common Wall Disclosure.** The Home may be constructed with one or more common walls between adjacent homes. This area has an air space with additional drywall and insulation installed, which is intended to reduce sound transmission. Buyer agrees and understands that due to the close

proximity of the adjacent units, noise(s) can and will travel from one home to the other and that Buyer may hear the noises from adjacent units. Buyer acknowledges that Seller makes no assurances or representations as to the frequency of noises or what types of noises may be heard. Buyer acknowledges further that Seller is not responsible for any noise that Buyer may hear and that Seller has no control over the types of noise, frequency of noise, or at what times during the day or night noises may be heard.

22.5 Wando High School is located at 1000 Warrior Way, Mount Pleasant, SC 29466, approximately 3 miles from the Community. The presence of schools can cause increased noise, outdoor lighting, traffic and other conditions caused by daily operations of the facility while in session or use.

22.6 Approximately three miles north of the Community is the Mount Pleasant Regional Airport. Some flights landing at or taking off from the airport currently pass over the Community. Jets, helicopters or other aircraft may be seen or heard overhead from the Homesite or even from within the Home. The Town of Mount Pleasant may, in the future, expand the Airport and its operations.

22.7 There are high voltage transmission lines located along Highway 17. If Buyer has questions about safety, or anything to do with the transmission lines, please call South Carolina Electric & Gas Company (SCE&G) at 1 (800) 251-7234.

22.8 As a result of the open spaces and bodies of water in and around the Community, Buyer may periodically find wild animals within the confines of the Community including, but not limited to, skunks, armadillos, nutria, opossums, deer, raccoons, spiders, snakes, bees, fire ants, alligators and other reptiles and other insects common to the area. Contact with any wild animal can be dangerous. Should Buyer encounter any such animal, Buyer is encouraged to contact Buyer's local animal control office for further instructions.

22.9 Property West of the Community. The property west of the Community is currently comprised of townhomes, single-family residential homes, and commercial and retail properties.

22.10 Property North of the Community. The property north of the Community is currently comprised of jurisdictional wetlands, undeveloped vacant land, undeveloped woodlands, single-family residential homes, and commercial and retail properties. There is also a tract of land north of the Community currently owned by South Carolina Electric & Gas Company (SCE&G), which contains power lines, power poles, transformers, and other electrical equipment.

22.11 Property East of the Community. The property east of the Community is currently comprised of undeveloped vacant land, undeveloped woodlands, townhomes, and single-family residential homes.

22.12 Property South of the Community. The property south of the Community is currently comprised of undeveloped woodlands and single-family residential homes.

22.13 Development of Adjacent Property. Buyer acknowledges that Seller's current development plans for the Community where the Home and Homesite are located may change and that no representations or warranties are made concerning the development of the Community, or any property adjacent to, surrounding, or near such Community.

22.14 Major Public Roads. The Community is located along portions of Highway 17. This road may experience heavy traffic, especially during the warm season, as major routes to and from Interstate 526.

23. **Floor and Roof Truss Support.** The Home has been designed and constructed to support typical residential loads on the floor and roof trusses. Applying excessive force to the floor or roof trusses or placing, attaching, hanging, or storing excessive loads on the floor or roof trusses, including, but not limited to, a waterbed, exercise equipment (including weights), and oversized aquariums, may result in the warping or failure of the floor, sub-floor, roof, and/or other supporting structural components of the Home.

24. **Real Estate Taxes.** When a new home is built, the full value of the home is typically not reflected in the real estate taxes until the second calendar year after construction has been completed. Seller is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what the taxes on the Home may be. Buyer should confirm any information provided concerning appraisals, tax valuation, tax rates or other tax-related questions, with Buyer's personal tax advisor and the local taxing authorities.

25. **Public Financing of Capital Improvements.** The Town of Mount Pleasant and/or Charleston County may finance certain capital improvements in the Community, may issue bonds in connection with such financing and may create one or more special tax districts within the Community to provide for repayment of such bonds.

26. **Town and County Taxes, Charges And Fees.** Property within the Community is subject to Town of Mount Pleasant and/or Charleston County taxes, utility charges, fees and may become part of a special taxing district. For additional information, contact the Treasurer's Office of Charleston County at (843) 958-4360.

27. **Addendum Not A Substitute.** Buyer acknowledges and agrees that this Addendum is not a substitute for reading the entire Governing Documents. For a more detailed explanation of any section contained in this Addendum, refer to the Governing Documents.

28. **Land Use and Title Documents.** Each Buyer by acceptance of the Deed acknowledges the Property is subject to certain title and land use documents and all amendments thereto, which may include, among other items, documents affecting title to the Property recorded in the Public Records of Charleston County and unrecorded land

use documents and/or regulations (collectively, the "**Title Documents**"). Seller's plan to build homes in the Community may necessitate, from time to time the, further amendment, modification and/or termination of the Title Documents. SELLER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS.

29. **Pre-Sale Contingency.** Seller shall have the right to terminate this Agreement and cause Buyer's deposits to be refunded in the event that Seller does not enter into binding contracts to sell at least ten percent (10%) of the homes and homesites in the Community. Seller must, however, notify Buyer of such a termination at any time within one hundred eighty (180) days following the date of the first purchase agreement for the sale of a home in the Community, otherwise Seller will be required to construct the Community and the Home and otherwise proceed to perform its obligations under this Agreement. This shall not delay the effectiveness of this Agreement, which shall be immediate, but rather, shall be deemed a "condition subsequent" to this Agreement. In the event of Seller's termination of this Agreement pursuant to this Section, upon such termination and the return of Buyer's Deposit, Seller and Buyer will be fully relieved and released from all obligations and liabilities under and in connection with this Agreement. Seller agrees to use its good faith efforts to meet the foregoing pre-sale requirement.

30. **Statements Made By Sales Staff And Brokers.** Seller wants to ensure that Seller and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Home) are set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation or understanding is put in writing and contained in the Agreement. Seller reserves the right to reject the Agreement notwithstanding the inclusion of any such item in the Agreement.**

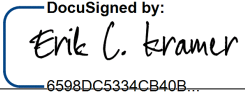
31. **Public School Assignment.** Seller does not control and cannot guarantee public school assignments for the Community. Because Seller does not control public school assignments, Seller cannot assure Buyer that public school assignments will not be changed in the future. For more information about public school assignments, Buyer should contact the Charleston County School Board.

32. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

33. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

34. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to such matters, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

35. **Survival.** All of the terms of this Addendum shall survive Closing and the delivery of the Deed.

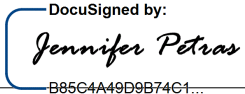
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Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
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Buyer -
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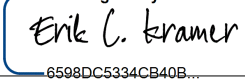
SELLER: Lennar Carolinas, LLC

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

HOME AUTOMATION ADDENDUM

THIS HOME AUTOMATION ADDENDUM (this "**Addendum**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the Second day of May , 2015, between Erik C. Kramer (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

- 1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
- 2. **Nexia Home Intelligence.** The Property will be equipped with Schlage locks and Nexia Home Intelligence (formerly known as Schlage LiNK) which uses Z-Wave® technology in a secure, web-based system that allows remote monitoring and control of Z-Wave® enabled equipment. There is a monthly fee for remote access capabilities and there must be a wireless router and internet access. Nexia has agreed to provide months of free monitoring commencing at
- 3. **Nexia Home Intelligence Performance.** Buyer will receive a warranty from the manufacturer. Seller assumes no liability for either the performance of Schlage locks or Nexia Home Intelligence or the performance or availability of remote access.
- 4. **Contact Authorization.** By signing below, Buyer authorizes Nexia to contact Buyer to assist Buyer in explaining, setting up and operating the system, as well as, optional equipment that can be added to the system.
- 5. **Manufacturers' Warranty Disclaimer.** SELLER ASSIGNS AND PASSES THROUGH TO BUYER THE MANUFACTURERS' WARRANTIES FROM SCHLAGE/NEXIA AND SELLER MAKES NO WARRANTIES WITH RESPECT THERETO. SELLER DISCLAIMS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON SCHLAGE LOCKS OR NEXIA HOME INTELLIGENCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF USE, FITNESS OF USE, WORKMANSHIP OR QUALITY. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY TO THE SCHLAGE/NEXIA SYSTEM OR FOR ANY DAMAGES OR INJURY CAUSED BY SCHLAGE/NEXIA SYSTEM. SELLER'S DISCLAIMER OF MANUFACTURERS' WARRANTIES DOES NOT LIMIT OR OTHERWISE AFFECT THE WARRANTY OF ANY MANUFACTURER.
- 6. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
- 7. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
- 8. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

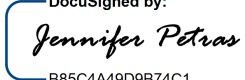
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Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

FHA/VA ADDENDUM
AGREE TO PROCEED

☐ If this box is checked, Buyer is financing the purchase of the Home with an FHA insured loan. BY THE SIGNATURES BELOW, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE HOME WITH FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT THE VALUE OF THE PROPERTY SET FORTH IN THE APPRAISED VALUE STATEMENT IS LESS THAN THE TOTAL PURCHASE PRICE. BUYER AGREES TO PROCEED WITH THE CLOSING OF THE PURCHASE OF THE HOME AT THE TOTAL PURCHASE PRICE, AND BUYER FURTHER AGREES TO PAY THE DIFFERENCE AT CLOSING. BUYER HEREBY EXECUTES THIS NOTICE WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE FHA APPRAISED VALUE STATEMENT.

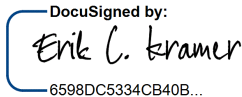
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

☒ If this box is checked, Buyer is financing the purchase of the Home with an VA guaranteed loan. BY THE SIGNATURES BELOW, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE HOME WITH FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT THE VALUE OF THE PROPERTY SET FORTH IN THE AMOUNT OF REASONABLE VALUE ESTABLISHED BY THE VA OR A VA LAPP LENDER IS LESS THAN THE TOTAL PURCHASE PRICE. BUYER AGREES TO PROCEED WITH THE CLOSING OF THE PURCHASE OF THE HOME AT THE TOTAL PURCHASE PRICE, AND BUYER FURTHER AGREES TO PAY THE DIFFERENCE AT CLOSING. BUYER HEREBY EXECUTES THIS NOTICE WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE AMOUNT OF REASONABLE VALUE ESTABLISHED BY THE VA OR VA LAPP LENDER.

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Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

ELECTION FORM ADDENDUM

THIS ELECTION FORM ADDENDUM (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase Agreement (the "Agreement") dated as of the Second day of May, 2015, between Erik C. Kramer (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0058 of Building/Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to every other addendum attached to the Agreement, which are hereby incorporated by this reference.

2. **Affiliated Business.** Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Universal American Mortgage Company, LLC ("UAMC") and North American Title Company, and its affiliate, North American Title Insurance Corporation (collectively, "North American"). Buyer is hereby informed that Buyer is not obligated to use an affiliated business of Seller as a condition to the sale of the Home.

3. **Deposits.** Seller's standard practice within the Community is to require the following earnest money deposits:

- 3.1 Minimum of \$1,000 for owner-occupants on homes priced up to \$165,000.
- 3.2 Minimum of \$2,000 for owner-occupants on homes priced above \$165,000.
- 3.3 Minimum of \$5,000 for non owner-occupants.
- 3.4 Buyer represents, covenants and warrants to Seller that Buyer is purchasing the Home (check one):

☒ as an owner-occupant.

☐ not as an owner-occupant.

☐ as a cash buyer.

Buyer's Initials ^{DS} Elk

3.5 In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

4. **Mortgage Loan and Title Insurance.**

- 4.1 Buyer agrees to pay all loan and closing costs in connection with this transaction.
- 4.2 By checking one of the boxes below and initialing below the selected text, Buyer hereby selects the lender and/or title insurance company that Buyer will use in connection with the purchase of the Home.

4.2.1 ☒ Buyer elects to use UAMC (or such other lender named on the Approved Lender Addendum).

Buyer's Initials ^{DS} Elk

4.2.2 ☐ Buyer intends to purchase the Home without financing.

4.2.3 ☐ Buyer elects to use a lender other than UAMC (or such other lender named on the Approved Lender Addendum) as its Lender.
- 4.3 Seller will pay up to \$.00 toward Buyer's Closing Costs.

4.4 Seller will not accept a Purchase Agreement, without a pre-approval Letter (not a pre-qualification letter), for the loan amount from a lender. Buyer must provide written loan approval within 30 days from approval of the Agreement.

5. **Closing Attorney.**

5.1 By checking the box below and initialing below the selected text, Buyer hereby selects the closing attorney that Buyer will use in connection with the purchase of the Home.

- 5.1.1 ☒ Buyer elects to use Seller's closing attorney, Richard E. Leister (Myrtle Beach), or Buist, Byar & Taylor (Charleston).

Buyer's Initials ^{DS} Elk

Buyer is hereby notified and acknowledges that Buyer is not required to use Seller's closing attorney as a condition to purchasing the Home. There are other closing attorneys available who can represent Buyer in this transaction. If Buyer desires to engage an attorney to represent Buyer, then Buyer may do so at Buyer's sole expense and will not receive the incentives set forth below. If Buyer elects to use Seller's closing attorney, Seller's closing attorney will represent Seller and Buyer in this transaction, and Seller's closing attorney cannot offer substantive legal advice to either party in connection with the sale and purchase of the Home. BUYER HAS CERTAIN RIGHTS IN CONNECTION WITH THIS TRANSACTION, AND SELLER ENCOURAGES BUYER TO CONSULT WITH ITS OWN ATTORNEY ABOUT SUCH RIGHTS, INCLUDING BUYER'S USE OF SELLER'S CLOSING ATTORNEY TO PURCHASE THE HOME. Seller's closing attorney may make additional disclosures with respect to his or her joint representation of Seller and Buyer. Seller's closing attorney may also elect not to represent Buyer in this transaction, in which case Buyer will need to hire an attorney to represent Buyer.

Buyer's Initials ELK

5.1.2 ☐ Buyer elects to use an attorney other than Seller's closing attorney.

Buyer's Initials _____

6. **Governing Law.** This Agreement is governed by the law of the state where the Property is located, without regard to its conflicts of law rules.
7. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
8. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
9. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:
Erik C. Kramer
6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date _____

Buyer -
Date _____

Buyer -
Date _____

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras
B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

RIDER A
(SOUTH CAROLINA)

THIS RIDER A (SOUTH CAROLINA) (this "Rider A") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") entered into as of the second day of MAY , 2015, between Erik C. Kramer ("Buyer") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

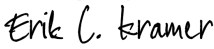
1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider A to the Agreement shall be deemed to include references to this Rider A and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Deposit.** The Deposit received from Buyer shall be placed in a special escrow account maintained by Seller for earnest money deposits in South Carolina. Buyer shall have no right to interest upon the payments. If and to the extent such payments are deposited in any interest bearing account, then any interest on such payments shall inure to the benefit of Seller. At the time of Closing, the amount of the payments shall be credited to Buyer against the Total Purchase Price.

Buyer's Initials  _____

3. **Return of Deposit.** In the event this Agreement is cancelled for any reason other than Seller's default, the Buyer shall be required to execute and return a release form provided by the Seller prior to return of the Deposit in accordance with this Agreement, as set forth herein.
4. **Real Estate Tax Disclosure.** When a new home is built, the assessed value of the home is calculated as of January 1st. Therefore, if the Home has a certificate of occupancy issued as of January 1st of the calendar year, Buyer will be assessed based on the value of the completed construction for that tax year. Seller is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what the taxes on the Home may be. Buyer should confirm any information provided concerning appraisals, tax valuation, tax rates or other tax-related questions, with Buyer's personal tax advisor and the local taxing authorities.
5. **Radon Gas and Environmental Pollutants.** The United States Environmental Protection Agency and various state agencies have detected elevated levels of naturally occurring radon gas in some residential structures. These agencies have expressed concern that prolonged exposure to high levels of radon gas may result in adverse effects on human health. The Seller is not having any testing done on the Property, or in the Home, with respect to radon gas or environmental pollutants. The Buyer acknowledges that Seller has made no representations or warranties, express or implied, concerning the presence or absence of radon gas or environmental pollutants in the Home or on the Property, and the Buyer acknowledges that the Seller is not qualified to analyze or evaluate these very complex issues with respect to the Home or Property. The Buyer releases the Seller from any and all liability and claims with respect to radon gas and environmental pollutants.
6. **FORM I-295.** At Closing, Seller shall provide Buyer with an affidavit on Form I-295 (Seller's Affidavit - Nonresident Seller Withholding), complying with Section 12-8-580, South Carolina Code of Laws 1976, as amended.
7. **Counterparts.** This Rider A may be executed in counterparts, a complete set of which shall form a single document.
8. **Conflicts.** In the event of any conflict between this Rider A and the Agreement, this Rider A shall control. In all other respects, the Agreement shall remain in full force and effect.

9. **Entire Agreement.** The Agreement, together with this Rider A and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Rider A or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:



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Buyer - Erik C. Kramer

Date 5/2/2015

Buyer -

Date

Buyer -

Date

Buyer -

Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:



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Authorized Agent of Seller - Jennifer Petras

Date 5/11/2015

RIDER B
Coastal Carolina Division

THIS RIDER B (Coastal Carolina Division) (this "Rider B") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") entered into as of the Second day of May, 2015, between Erik C. Kramer ("Buyer") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider B to the Agreement shall be deemed to include references to this Rider B and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

"Closing Date Notice Period" shall mean at least seven (7) days prior to the Closing Date.

"Mortgage Contingency Period" shall mean five (5) days if this Agreement is contingent on Buyer obtaining financing as indicated in the Purchase and Sale Agreement.

2. **Additional Mortgage Contingency.** Unless Buyer shall have notified Seller otherwise writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing. If Buyer does timely notify Seller within the Mortgage Contingency Period that he/she failed to obtain a loan commitment, Seller may require Buyer to immediately reapply for a mortgage loan with another lending institution designated by Seller. If Buyer then fails to obtain a loan commitment within seven (7) days from Seller's notice to reapply, either Buyer or Seller shall have the right to terminate this Agreement whereupon the Deposit shall be returned to Buyer, and thereupon the parties hereto shall be released from all liability hereunder without any further acts by either party.

3. **Closing Costs.** BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THE AGREEMENT AND THE PURCHASE PRICE AND PAYMENT ADDENDUM), BUYER SHALL PAY CERTAIN OTHER FEES AND CLOSING COSTS, IF ANY, AT CLOSING (LISTED BELOW). IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS "CLOSING COSTS." NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO "PRO RATA SHARES" WILL BE DEEMED A TIME PRO RATION, BASED ON THE CLOSING DATE, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE CLOSING DATE. The Closing Costs include, without limitation:

3.1 The premium for a policy of mortgagee's title insurance and the cost to record the Deed. If the settlement charges that VA does not allow Buyer to pay exceed the amount of settlement charges, if any, to be paid by Seller, Seller at its sole discretion may terminate the Agreement and refund Buyer's earnest money. If the settlement charges that FHA does not allow Buyer to pay exceed the amount of settlement charges, if any, to be paid by Seller, Buyer may either pay the additional settlement charges at Closing or the additional settlement charges shall be added to the principal on Buyer's loan, regardless of whether or not the interest rate on Buyer's loan will increase as result of the addition of the settlement charges to the principal.

3.2 Attorneys' fees, costs of escrows for taxes and insurance, costs incurred to record the deed, the deed recording fee imposed pursuant to SC Code Title 12, Chapter 24, any taxes imposed upon recording of any note or mortgage, any intangible taxes, any loan fees, loan closing costs, credit report charges and PMI insurance, if applicable, charged by the Lender, and any other closing costs customarily paid by a buyer in connection with the purchase of a single family residence.

3.3 Title search updates, title examination fees, delivery charges, and any other Closing expenses of Buyer.

3.4 All additional costs respecting the Property imposed by any governmental authority.

3.5 The cost of any obligations Buyer incurs not provided for in this Agreement.

3.6 The cost of a survey of the Property.

3.7 Certified governmental liens (liens which can be paid pursuant to written notice), if any, shall be assumed and paid by Seller, pending governmental improvement liens shall be paid and assumed by Buyer.

3.8 A pro rata share of County interim service fees, if any.

3.9 A pro rata share of waste fees.

3.10 A pro rata share of utility deposits and capacity fees (water and/or sewer) for the Property prepaid by Seller.

3.11 Any other expenses of an owner of the Property provided for or referenced in the Documents.

3.12 Amounts reflected in the Master Disclosure and Information Addendum to the Purchase and Sale Agreement, if any, attached hereto and incorporated herein.

3.13 Current expenses of the Property (for example: taxes, special assessments and current monthly assessments to one or more homeowner's associations) will be adjusted between Seller and Buyer as of the Closing Date. Buyer shall reimburse Seller for any prepaid expenses of the Property and capital contributions made to one or more homeowners' associations, paid by Seller in advance and/or for the month in which the Closing Date occurs.

3.14 If real estate taxes for the year in which the Closing Date occurs are assessed in the aggregate on the real estate comprising the portion of the Community (including the Property) rather than on a homesite-by-homesite basis, Seller will pay such taxes in full when due, but Buyer will reimburse Seller at the Closing for Buyer's pro rata share of such taxes from the Closing Date (if such taxes are then known) or the Property's allocable share (so prorated) of Seller's estimate of those taxes (if such taxes are not then known), subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual tax bill is known. If taxes for the year in which the Closing Date occurs are assessed on a homesite-by-homesite basis but such taxes are not due on the Closing Date, Buyer will be responsible for paying such tax bill in full when due but Seller will reimburse Buyer at the Closing for Seller's pro rata share of such taxes (if the taxes are then known) or Seller's estimate of those taxes (if such taxes are not then known) through the Closing Date, subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual bill is known. If the Closing takes place after Seller has paid the taxes for the year in which the Closing Date occurs, Buyer will reimburse Seller at Closing for Buyer's pro rata share of those taxes from and after the Closing Date.

3.15 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of this Agreement, shall be paid by Buyer at the time of Closing.

4. **Additional Financing and Closing Costs Disclosures.**

4.1 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.

4.2 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOANS FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SUBJECT TO SECTION 8 OF THE AGREEMENT, SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER. IF BUYER LOCKS IN AN INTEREST RATE AND POINTS FOR LOAN FUNDING PRIOR TO CLOSING, BUYER AGREES TO PAY THE DIFFERENCE BETWEEN THE LOCK-IN RATE AND THE MARKET INTEREST RATE AT CLOSING IF THE LOCK-IN RATE EXPIRES PRIOR TO CLOSING.

4.3 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.

5. **Warranties.** Buyer understands and agrees that Seller is making only those express limited warranties set forth in the homeowner's warranty (the "**Limited Warranty**"). The Limited Warranty, incorporated herein, shall be delivered to Buyer at Closing and a copy of which is attached hereto **OR** a copy of which is available for examination at Seller's office and will, at Buyer's request, be attached as an exhibit to this Agreement. THE EXPRESS LIMITED WARRANTY AND REMEDIES PROVIDED BY SELLER CONSTITUTE THE EXCLUSIVE WARRANTY AND REMEDIES TO BE MADE AVAILABLE BY SELLER AND, EXCEPT WHERE ADDITIONAL WARRANTIES ARE REQUIRED BY APPLICABLE LAW OR REGULATION, ARE IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER. TO THE EXTENT OF ANY CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT RELATED TO WARRANTIES AND THE LIMITED WARRANTY, THE PROVISIONS OF THE LIMITED WARRANTY SHALL CONTROL. All of the terms of this Section 6 shall survive Closing and the delivery of the Deed. BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE EXPRESSLY NEGOTIATED AND BARGAINED FOR THE WAIVER OF THE IMPLIED WARRANTY OF HABITABILITY, AND BUYER ACKNOWLEDGES THE SUFFICIENCY AND RECEIPT OF VALUABLE CONSIDERATION FOR SUCH WAIVER IN THE AMOUNT OF **\$.00**, WHICH AMOUNT SHALL BE CREDITED TOWARD THE PURCHASE PRICE AT CLOSING. THE CONSIDERATION AGREED UPON ABOVE HAS BEEN SPECIFICALLY NEGOTIATED BETWEEN BUYER AND SELLER.

Buyer  Buyer _____

6. **Documents.** Buyer acknowledges receipt of the Document Book for the Community containing many important documents regarding the Community, including but not limited to some of the documents of record affecting the Property and the Community (collectively, the "**Documents**"). The Document Book is hereby incorporated into this

Agreement by this reference. The Document Book may be amended as deemed necessary by Seller in its sole and absolute discretion. Buyer agrees to take title to the Property subject to the Documents, to abide by and be bound by all of the terms and conditions of the Documents, and any amendments thereto. The Master Disclosure and Information Addendum to Purchase and Sale Agreement attached hereto sets forth additional information respecting lien rights and homeowners association's restrictions affecting the Property. Buyer understands and agrees this Section shall survive the termination of this Agreement.

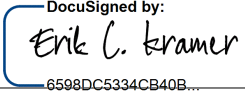
7. **Inspection of the Home.** BUYER SHALL BE GIVEN AN OPPORTUNITY TO EXAMINE THE HOME WITH SELLER'S REPRESENTATIVE PRIOR TO CLOSING ON A DATE AND TIME SCHEDULED BY SELLER (A "NEW HOME ORIENTATION," COMMONLY REFERRED TO AS A "WALKTHROUGH"). AT THAT TIME, IF ANY DEFECTIVE OR INCOMPLETE ITEMS ARE NOTED, BUYER SHALL PRESENT TO SELLER AN INSPECTION STATEMENT LISTING SAID ITEMS AND SIGNED BY BUYER. IF ANY ITEMS NOTED ARE ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN SELLER'S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR HOME IN THE COUNTY), SELLER WILL BE OBLIGATED TO CORRECT THOSE ITEMS AT SELLER'S COST. A SECOND INSPECTION OF THE HOME WILL BE CONDUCTED PRIOR TO CLOSING AT WHICH TIME BUYER WILL BE GIVEN AN OPPORTUNITY TO EXAMINE THE HOME WITH SELLER'S REPRESENTATIVE TO ACKNOWLEDGE THAT ITEMS LISTED ON THE INSPECTION STATEMENT PREPARED AFTER THE FIRST INSPECTION HAVE BEEN CORRECTED. ANY REMAINING ITEMS THAT SELLER HAS AGREED TO CORRECT WILL BE CORRECTED BY SELLER AT SELLER'S SOLE COST AND EXPENSE PRIOR TO CLOSING (OR AT SELLER'S OPTION WITHIN A REASONABLE TIME AFTER CLOSING), PROVIDED HOWEVER THAT SELLER'S OBLIGATION TO CORRECT WILL NOT BE A GROUND FOR DEFERRING CLOSING, NOR FOR ANY SETOFF, NOR FOR IMPOSING ANY CONDITION ON CLOSING AS LONG AS THE HOME IS HABITABLE. THE ISSUANCE OF A CERTIFICATE OF COMPLETION, OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY. NO ESCROW OR HOLDBACK OF CLOSING FUNDS OR ANY CASH TO CLOSE SHALL BE PERMITTED. **EXCEPT FOR WORK THAT CANNOT BE COMPLETED AT THAT TIME OF YEAR.** IF A BUYER FAILS TO TAKE ADVANTAGE OF ANY PRE-CLOSING INSPECTION ON THE TIME AND DATE SCHEDULED BY SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO INSPECT THE HOME PRIOR TO CLOSING.

8. **No Right to Enter.** Buyer acknowledges that all matters pertaining to the initial construction of the Property will be performed by Seller and Seller's representatives. Buyer acknowledges and agrees that for reasons of safety and to comply with liability and insurance requirements imposed upon Seller, neither Buyer nor any agent of Buyer shall, until after the Closing, be permitted to enter upon the Property without being accompanied by Seller's representative. Any permitted personal inspections shall be made at times designated by Seller, and shall not be allowed under any condition prior to the formal inspection described above and only with Seller's representative. Buyer agrees not to give instructions to, interfere with or interrupt any workmen at the Property. Buyer may not order any work on the Property until after the Closing. Buyer recognizes that Seller is under no obligation to agree to provide options, extras and/or upgrades. Without limiting the applicability of this Section to all obligations, representations and covenants of Buyer hereunder, Buyer specifically acknowledges that any breach by Buyer of the terms and conditions contained within this Section shall be deemed to be a material breach and shall entitle Seller to declare this Agreement to be in default in accordance with the provisions of the Buyer's Default in the Agreement. Seller's failure to promptly take any action with respect to Buyer's breach of the terms and conditions contained herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder. Whenever this Agreement shall require Seller to complete or substantially complete an item of construction, unless provided specifically to the contrary herein, such item shall be deemed complete or substantially complete when so completed, in the sole and unfettered opinion of Seller. Should Seller fail to provide any item of construction required to be provided, Buyer's sole remedy therefore will be to collect an amount from Seller equal to Seller's cost for such item and for Seller's cost of installation of such item had such item been installed at the appropriate time during construction. Without limiting Seller's rights and Buyer's obligations contained within this Section and elsewhere in this Agreement, should any warranted defects in workmanship or materials be discovered before or after the Closing, Buyer agrees that Buyer's sole remedy therefore is for Seller to, at Seller's sole and absolute discretion, either repair or replace the defective item. To the extent permitted by applicable law, Seller disclaims any liability for incidental or consequential damages that may arise from a defective item.

9. **Counterparts.** This Rider B may be executed in counterparts, a complete set of which shall form a single document.

10. **Conflicts.** In the event of any conflict between this Rider B and the Agreement, this Rider B shall control. In all other respects, the Agreement shall remain in full force and effect.

11. **Entire Agreement.** The Agreement, together with this Rider B and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Rider B or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

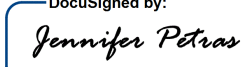
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6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

Affiliated Business Arrangement Disclosure Statement

BUYER: Erik C. Kramer

PROPERTY: 1264 Dingle Road, Mt Pleasant SC 29466

This is to give you notice that the following companies have business relationships with each other: Universal American Mortgage Company, LLC, Lennar Carolinas, LLC and North American Advantage Insurance Services, LLC, and each of these companies is, directly or indirectly, wholly owned by Lennar Corporation. Because of these relationships, referral of services by the undersigned may provide a financial or other benefit.

Set forth below are the types of settlement services offered by these affiliated companies and the estimated charge or range of charges generally required by these companies for such settlement services. You are NOT required to use any of the companies listed above as a condition for purchase of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Services/Estimated Range of Charges

MORTGAGE

Universal American Mortgage Company, LLC arranges and makes mortgage loans and the following are estimated mortgage loan related charges or range of charges (not all of the charges may apply):

Description of Fee	Range of Cost
Loan Origination Charges (Block 1 of GFE)	
Loan Origination Points	0% - 1% (of the loan amount)
Loan Originator Fees	\$575 - \$1,000
Loan Points for Interest Rate Chosen	0% - 3% (of the loan amount)
Appraisal Fee Paid to Appraiser	\$450 - \$750
Credit Report Fee Paid to Outside Agency	\$12 - \$100

The actual fees charged may vary based on the size of your loan, loan program and interest rate you choose. There also will be other third party charges. You will receive a Good Faith Estimate when you apply for your mortgage loan that will give you an estimate of all anticipated charges.

TITLE

Lester & Lester, P.A. and Buist, Byars & Taylor LLC (collectively, Attorney) provides closing services and also arranges for title insurance through numerous underwriters, one of which is North American Title Insurance Company (North American). Attorney is not affiliated with Lennar Corporation. In connection with the purchase of the subject property, we recommend Attorney to handle the closing and the issuance of any title insurance, which (if Attorney is selected by you) may be provided by North American. Because of the business relationship and arrangement described above, the referral to Attorney may provide Lennar Corporation a financial or other benefit. You are not required to use Attorney or North American.

The following are estimated charges or range of charges for the settlement services listed should North American provide the title insurance:

- * Owner's Policy:
 - \$3.00 per \$1,000 of purchase price up to \$50,000
 - \$2.50 per \$1,000 of purchase price over \$50,000 and up to \$100,000
 - \$1.75 per \$1,000 of purchase price over \$100,000 and up to \$500,000
 - \$1.50 per \$1,000 of purchase price over \$500,000 and up to \$5,000,000
 - \$1.00 per \$1,000 of purchase price over \$5,000,000
- * Loan Policy:
 - \$3.00 per \$1,000 of loan amount up to \$50,000
 - \$2.50 per \$1,000 of loan amount over \$50,000 and up to \$100,000
 - \$1.75 per \$1,000 of loan amount over \$100,000 and up to \$500,000
 - \$1.50 per \$1,000 of loan amount over \$500,000 and up to \$5,000,000
 - \$1.00 per \$1,000 of loan amount over \$5,000,000
- * Enhanced Owner's or Loan Policies are 20% more
- * Loan Simultaneous Issue: \$75 for the amount of insurance not in excess of the Owner's Policy. Any liability amount over the Owner's Policy shall be calculated at the Loan Policy rates shown above.
- * Title Policy Endorsement(s):
 - \$50.00 - \$100 each for standard endorsements, 10% or 20% of policy premium for extra-risk endorsements

Affiliated Business Arrangement Disclosure Statement

INSURANCE

North American Advantage Insurance Services, LLC (NAAIS) is an insurance agent that provides, among other products, homeowner's/hazard and flood insurance. Set forth below is the estimated range of charges by NAAIS for the settlement services listed.

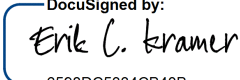
Settlement Service	Range of Charges - Annual Premium
Hazard Insurance	.2% - 2.5% of Home Price
Flood Insurance	.1% - .5% of Home Price

NOTE:
The above is a premium range for hazard and flood insurance. If enhancements to the standard policy such as increased limits, scheduled articles, and/or earthquake coverage are required, the premium may increase. Actual quote and acceptance by NAAIS is subject to NAAIS' application of its underwriting guidelines, including but not limited to verification of your credit score and previous loss history.

Of course, the cost of your insurance may vary due to many factors including, without limitation, the size, location and cost of your home.

Acknowledgement

I/we have read this notice and understand that Seller is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as a result of this referral.

DocuSigned by:


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5/2/2015

Buyer's Signature - Erik C. Kramer

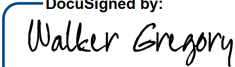
Date

Lennar Carolinas, LLC

Printed Name of Seller

Buyer's Signature -

Date

DocuSigned by:


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5/2/2015

Sales Associate's Signature

Walker Gregory

Date

Buyer's Signature -

Date

Buyer's Signature -

Date

INSULATION ADDENDUM

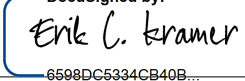
THIS INSULATION ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the second day of MAY , 2015, between Erik C. Kramer (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed in the Home where conditioned space meets unconditioned space is as follows and will, according to the manufacturer, yield the R-values stated:

Location	Type	Thickness	R-Value
Exterior Walls	Batt	3 1/2	R-13
2X6 Exterior Walls	Batt	5 1/2	R-19
Conditioned Floor Space	Batt		R-30
Main Ceilings	Blown	10 1/4	R-30

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation in the Home. The U.S. Department of Health and Human Services ("HHS") has listed fiberglass as a substance "which may reasonably be anticipated to be a carcinogen." This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a causal connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC
DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

INDOOR ENVIRONMENTAL QUALITY DISCLOSURE

THIS INDOOR ENVIRONMENTAL QUALITY DISCLOSURE (this "Disclosure") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the second day of MAY , 2015, between Erik C. Kramer (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Disclosure to the Agreement shall be deemed to include references to this Disclosure and to any other disclosure and/or addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Indoor Environmental Contaminates.** There are many different types of indoor environmental contaminants, such as pet dander, dust mites and mold. Molds and other potential contaminants have been a part of our environment for millions of years. Contaminants are everywhere, indoors and outdoors. Therefore, everyone is exposed to some contaminants on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other potential contaminants vary from person to person, there are no state or federal standards concerning acceptable levels of exposure to mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illness have been linked with biological pollutants in the indoor environment, including some forms of mold. However, many of these conditions also have causes unrelated to the indoor environment. Therefore, it is unknown how many potential health problems relate exclusively to poor indoor air. Buyer should determine for himself/herself whether Buyer, Buyer's family members or any other individuals who will occupy or use the Home have special needs or increased risk to these conditions. Buyer should carefully monitor the conditions in the Home for mold growth and other contaminants.

When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture.

There are many ways to help control moisture in and beneath the Home. The U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association and others recommend taking measures such as those listed below to help control moisture in and beneath the Home. The following list is not meant to be all-inclusive.

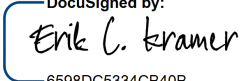
- o Fix leaking plumbing and any other source of unwanted water immediately.
- o Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, humidifiers and ventilation systems must be operated year round.
- o Raise the temperature in areas where moisture condenses on surfaces and open doors between rooms to increase air circulation in the Home, including doors to closets.
- o Have major appliances, such as furnaces, heat pumps, central air conditioners, window air conditioning units, ventilation systems and furnace attached humidifiers inspected, cleaned and serviced regularly by a qualified professional.
- o Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly and make sure that refrigerator and freezer doors seal properly.
- o Keep water away from the foundation of the Home by maintaining required slopes, drainage and keeping plantings and sprinklers the proper distance from the Home.
- o If there is a sump pump in the Home, inspect it regularly to ensure that it is properly operating.
- o If there is a crawl space or structural sub-floor, inspect the ground beneath the floor on a regular basis to make sure there is no standing or excessive water. If there is standing or excessive water, seek professional assistance to remove the water. If Buyer is interested in finishing the basement, only do so after consulting an expert to determine the suitability of the basement for a finished area.

The following are suggestions that may assist Buyer in preventing and addressing mold growth in the Home.

- o It is important that Buyer responds promptly when Buyer sees signs of moisture or mold.
- o Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.
- o Dry all water damaged areas and items immediately to prevent mold growth.
- o If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface.
- o Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.
- o Mold that is not properly and adequately removed may reappear.

Proper maintenance and cleaning of the Home is the responsibility of each homeowner and will lessen the potential for water intrusion and help to control indoor environmental contaminants. Further, it is the responsibility of each homeowner to monitor their Home on a continual basis for excessive moisture, water and mold accumulation. If Buyer discovers accumulation of water or moisture in, around or under the Home, Buyer should immediately seek to control the source of the water or moisture. Failing to control the source could result in additional damage and the growth of mold. Plumbing leaks and water penetrations that are covered by the Limited Warranty, if any, during the term of the Limited Warranty must be reported to Seller immediately. If the Limited Warranty has expired or does not cover the specific problem, Buyer should not delay in having professionals address the problem. Seller will not be responsible for, and Buyer agrees to indemnify and hold harmless Indemnified Parties from and against all Claims in connection with, water-related damages, including personal injuries or property damage caused by mold, but only to extent that the damages are caused by (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home caused by improper construction. Buyer also agrees to waive all rights of subrogation for damages resulting from water-related damages, mold growth, any personal injuries, or any remediation resulting from (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home caused by improper construction.

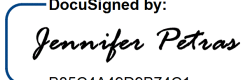
3. **Counterparts.** This Disclosure may be executed in counterparts, a complete set of which shall form a single Disclosure.
4. **Conflicts.** In the event of any conflict between this Disclosure and the Agreement or any other addenda and/or riders, this Disclosure shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC
DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

FHA/VA ADDENDUM

THIS FHA/VA ADDENDUM (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the second day of MAY , 2015, between Erik C. Kramer ("Buyer") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. FHA/VA. BUYER AGREES TO PROCEED WITH THE PURCHASE OF THE HOME AFTER HAVING READ BUYER'S RIGHTS AND PRIVILEGES, AS SET FORTH BELOW:

2.1 FHA Loans.

2.1.1 It is expressly agreed that, notwithstanding any provisions of the Agreement (contract) to the contrary, Buyer (purchaser) shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Home (property described herein) unless Buyer (purchaser) has been given in accordance with the Department of Housing and Urban Development ("HUD"), Federal Housing Administration ("FHA") or United States Department of Veterans Affairs (the "VA") requirements, a written statement by the Federal Housing Commissioner, the VA, or a Direct Endorsement lender setting forth the appraised value of the Home (property) (for mortgage purposes) of not less than \$ 299,365.00 (which statement Seller agrees to deliver to Buyer (purchaser) promptly after such Appraised Value Statement is made available to Seller). Buyer (purchaser) shall have the privilege and option of proceeding with the consummation of the Agreement (the contract) without regard to the maximum mortgage the Department of Housing and Urban Development will insure. HUD DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME (PROPERTY). BUYER (PURCHASER) SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME (PROPERTY) ARE ACCEPTABLE.

2.1.2 In the event the value of the Property set forth in the Appraised Value Statement is less than the Total Purchase Price, Buyer shall have the right to exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the FHA Appraised Value Statement, by giving Seller written notice of Buyer's intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within **five (5)** days of Buyer's receipt of the FHA appraisal by executing and delivering to Seller an "AGREE TO PROCEED" form, a copy of which may be obtained by request to Seller. In the event Buyer fails to give proper notice hereunder of Buyer's intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer's Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

2.1.3 Buyer agrees to pay a mortgage insurance premium as required by FHA. Buyer has the right to pay the entire premium at the time of Closing or the premium may be added to the loan amount and financed over the term of the loan. If Buyer elects to add the premium to the loan amount, the total loan amount shall consist of the Cash to Close amount specified in the Purchase Price and Payment Addendum, plus the mortgage insurance premium. Pursuant to FHA regulations, Buyer shall pay an annual premium, if required, in addition to the up-front (or financed) premium. Said additional premium shall be paid monthly on a declining balance (excluding the portion of the balance, if any, attributable to the up-front premium).

2.1.4 All parties acknowledge that the processing of a government loan is not subject to specific time limitations. Nevertheless, Buyer agrees to diligently pursue such loan commitment.

2.1.5 Seller and Buyer certify that the terms of the Agreement are true and complete to the best of their respective knowledge and belief. Seller and Buyer further certify that all agreements relating to this real estate transaction have been fully disclosed and are covered in the Agreement, including any addenda attached thereto. Seller and Buyer understand that the failure to provide a complete and accurate copy of the Agreement could jeopardize this transaction. If there are any subsequent changes to the Agreement, the undersigned will submit them promptly to the Lender.

2.1.6 Buyer acknowledges that Buyer has read and completed the attached U.S. Department of Housing and Urban Development form HUD-92564-CN entitled "For Your Protection: Get a Home Inspection".

2.2 VA Loans.

2.2.1 It is expressly agreed that, notwithstanding any provisions of the Agreement to the contrary, Buyer shall not incur any penalty by forfeiture of earnest monies or otherwise be obligated to complete the purchase of the Home if Buyer cannot obtain a loan guaranteed by the VA, including without limitation, if the Total Purchase Price exceeds the reasonable value of the Home established by the VA or a VA lender pursuant to the Lender Appraisal Proceeding Program ("LAPP"). Buyer shall, however, have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of reasonable value established by the VA or a VA lender with LAPP authority. Buyer agrees that should Buyer elect to complete the purchase at an amount in excess of the reasonable value established by the VA or a VA LAPP lender, Buyer shall pay such excess amount in cash from a source that Buyer agrees to disclose to

the lender and the VA, which source Buyer represents and covenants will not be from borrowed funds except as approved by the VA.

2.2.2 To exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the amount of reasonable value established by the VA or a VA LAPP lender, Buyer shall give Seller written notice of Buyer's intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within **five (5)** days of Buyer's receipt of the amount of reasonable value established by the VA or a VA LAPP lender by executing and delivering to Seller an "AGREE TO PROCEED" form, a copy of which may be obtained by request to Seller. In the event Buyer fails to give proper notice hereunder of Buyer's intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer's Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

2.2.3 VA DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME (PROPERTY). BUYER (PURCHASER) SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME (PROPERTY) ARE ACCEPTABLE.

2.3 Special Trust Account. If Buyer is financing the purchase of the Home with a VA guaranteed loan, the Deposit received from Buyer prior to Closing shall be placed in a special trust account with Wilmington Savings Fund Society FSB, a Federal Savings Bank ("**Trustee**") in accordance with the provisions of a Lennar Deposits Trust Agreement ("**Trust Agreement**") between Lennar Corporation on behalf of Seller and the Trustee, and as required under 38 U.S.C. §3706 or other applicable law. In the event that the Agreement is cancelled for any reason other than Seller's default and pursuant to the provisions of the Trust Agreement, if Buyer seeks a refund of the Deposit from Seller and Seller refunds the Deposit directly to Buyer, Buyer hereby authorizes the Trustee to reimburse Seller for such refund. In consideration for either Seller's or Trustee's refund of the Deposit to Buyer, Seller and Lennar Corporation shall be unconditionally released from any claim arising out of or related to the Deposit and purchase of the Home and Trustee shall be unconditionally released from any claim arising out of or related to the escrow of the Deposit in connection with the purchase of the Home.

Buyer's Initials 

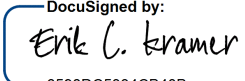
3. **FHA/VA Condominium Rules.** The Department of Housing and Urban Development issues rules that could impact your ability to obtain a FHA-insured or VA guaranteed loan on your condominium unit. Among other things, the rules may provide:

- 4.1 A minimum percentage of the total units which must be sold prior to endorsement of any mortgage on a unit. Valid presales include an executed sales agreement and evidence that a lender is willing to make the loan.
- 4.2 A minimum percentage of the units must be owner-occupied or sold to owners who intend to occupy the units.

Buyer agrees that if FHA or VA financing is not available that Buyer will apply for alternative financing.

- 4. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
- 5. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

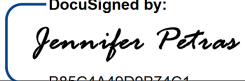
6. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC
DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

☐ I/We choose to have a home inspection performed.

☐ I/We choose not to have a home inspection performed.

Signature & Date -

Signature & Date -

COOPERATING BROKER AGREEMENT

THIS COOPERATING BROKER AGREEMENT (this "Agreement") is made and entered into effective as of the second day of May, 2015, between Keller Williams ("Cooperating Broker") and Lennar Carolinas, LLC ("Seller"), respecting Lot 0058 of Block _____ in Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in that certain Purchase and Sale Agreement, by and between Erik C. Kramer ("Buyer") and Seller, dated as of May 02, 2015.
2. **Cooperating Broker.** Notwithstanding anything contained in the Agreement to the contrary, Seller and Cooperating Broker acknowledge that Buyer has dealt with the following brokerage firm in connection with the purchase of the Property ("Cooperating Broker"):

Name of Cooperating Broker: Keller Williams

Address: 496 Bramson Ct. Ste 200

Business Phone:

Name of Sales Associate of Cooperating Broker: C. Kendrick

Date of Registration: 04/30/2015

Seller agrees to pay Cooperating Broker, at Closing, a commission in the amount of 3% of the **Base Purchase Price plus the Homesite Premium less any builder incentives and/or discounts to the Base Purchase Price**, as that amount is determined by the Purchase Price and Payment Addendum (the "Commission"), subject however to the terms and conditions set forth below and in the Broker Participation Policy ("Participation Policy"). As set forth herein, "incentive" shall mean the total dollar value of all consideration, incentives, discounts, credits, reductions, gifts or other inducements offered or arranged by Seller in connection with Buyer's purchase of the Property, including, without limitation, any: reduction or discount in the Total Purchase Price, Base Purchase Price, or the Homesite Premium; credit for or contribution toward Closing Costs; payment of or contribution toward assessments or capital contributions charged by any homeowner's association or Seller; payment of or contribution toward homeowner's casualty or liability insurance, and/or lease payments; financing incentive such as payment of buy down fees to the Lender; and retail value of any gift to Buyer. No Commission shall be payable by Seller unless Buyer consummates the purchase of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement; accordingly, the Commission shall not be deemed earned unless and until the Closing occurs. Cooperating Broker agrees that it shall look to Buyer for any other commission due to Cooperating Broker that is in excess of the Commission payable by Seller pursuant to this Agreement and for any commission due to any other real estate brokers or salesmen claiming to have represented Buyer in connection with the purchase of the Property. Notwithstanding the foregoing, Seller agrees to pay any and all commissions due to Seller's New Home Consultants working in Seller's sales office.

3. **Sales Associate of Cooperating Broker.** By signing below, sales associate or designated agent of Cooperating Broker ("Sales Associate") agrees, on behalf of himself/herself and on behalf of Cooperating Broker, to the terms of this Agreement. Without limiting the foregoing, Sales Associate agrees that Seller's sole responsibility hereunder is to pay the Commission to Cooperating Broker in the manner described above. Any other amounts payable to Sales Associate and/or Cooperating Broker shall be the sole responsibility of Buyer, if provided for in a separate agreement between Cooperating Broker and Buyer. In addition, Sales Associate hereby personally represents and warrants that Sales Associate has full power and authority to execute and deliver this Agreement on behalf of Cooperating Broker and that such execution of this Agreement on behalf of Cooperating Broker has been duly authorized by all necessary and proper corporate action of Cooperating Broker.
4. **Participation Policy.** By signing this Agreement, Sales Associate acknowledges that Sales Associate has read and agrees, on behalf of such Sales Associate and Cooperating Broker, to comply with the terms and conditions in the Participation Policy set forth below. This Agreement shall be null and void if Seller determines, in its absolute discretion, at any time before Closing that Sales Associate and/or Cooperating Broker has/have violated the terms of the Participation Policy. The Participation Policy follows:

4.1 In order for Cooperating Broker to receive a commission in connection with the sale of real property in the Community, Cooperating Broker or Sales Associate must register a prospective buyer (the "Prospect") in person at the sales office for the Community (phone registrations will not be accepted). Cooperating Broker or Sales Associate must accompany the Prospect during Prospect's initial visit. If the tracking system used at the sales office for the Community indicates that the Prospect was initially introduced to the Community via the internet, and/or initially registered at the sales office without being accompanied by Cooperating Broker or Sales Associate, neither Cooperating Broker nor Sales Associate shall be entitled to receive a commission in connection with the sale of real property in the Community to such Prospect. This registration is effective for the period of their realtor buyers contract ("Registration Period"). Cooperating Broker may extend the Registration Period as needed.

Broker 

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4.2 Cooperating Broker shall be entitled to receive the Commission, provided that the Prospect (i) is properly registered, (ii) contracts to purchase a home from the on-site sales staff in the Community ("**New Home Consultant**") before the expiration of the Registration Period, and (iii) closes on the transaction pursuant to the Purchase and Sale Agreement for the Property. Notwithstanding the foregoing, in the event two or more brokers claim that they are entitled to a commission from having registered a Prospect, the cooperating broker who is the procuring cause of the sale will be entitled to the commission. This registration, or any extension thereof, does not protect Cooperating Broker or Sales Associate from another broker or sales associate registering the same Prospect in the Community.

4.3 Seller will pay the Commission to Cooperating Broker, provided that the terms and conditions contained herein are satisfied and except as otherwise set forth above relating to later-registering cooperating brokers. In all cases, Sales Associate agrees to look solely to Cooperating Broker for payment of any commission. By way of example, if Sales Associate terminates his/her employment with a registered Cooperating Broker who is entitled to a commission pursuant to this Participation Policy, then Sales Associate shall have no claim against Seller with respect to such commission.

4.4 Cooperating Broker and Sales Associate acknowledge that this Participation Policy, the registration forms, sign-up sheets and other incentives, contracts, or forms given to Prospects or buyers of homes are trade secrets of Seller. Cooperating Broker agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, damages, losses, costs and expenses of whatever nature or kind, including reasonable attorneys' fees, paraprofessional fees and costs relating to or arising out of any claim against Seller as a result of conduct or representations made by Cooperating Broker and/or Sales Associate. In the event that Seller must enforce or defend any of the terms and conditions of this Participation Policy, Seller shall be entitled to collect from Cooperating Broker reasonable attorneys' fees, paraprofessional fees and costs.

5. **Cooperating Broker Status, Duties and Prohibitions.** Sales Associate, on behalf of himself/herself and on behalf of Cooperating Broker, hereby represents, warrants and covenants as follows:

[**SALES ASSOCIATE MUST INITIAL 5.1 AND 5.2 BELOW IF SERVING AS A SINGLE AGENT, **OR** 5.4 BELOW IF SERVING AS A DUAL AGENT**]


Initials

5.1 Cooperating Broker is a licensed real estate broker in the State of South Carolina and is serving as a single agent on behalf of Buyer in the purchase of the Home. Cooperating Broker agrees to provide Seller with a copy of their current and valid broker license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer.


Initials

5.2 Sales Associate is a licensed real estate broker or salesperson in the State of South Carolina and is a designated agent of Cooperating Broker serving as a single agent on behalf of Buyer in the purchase of the Home. Sales Associate agrees to provide Seller with a copy of their current and valid license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer.


Initials

5.3 Each of Cooperating Broker and Sales Associate shall comply with all requirements of applicable law as an agent on behalf of Buyer in their representation of Buyer in the purchase of the Home and will assist the parties with communication, interposition, advisement, negotiation, contract terms and closing.

Initials

5.4 The Cooperating Broker and/or Sales Associate is/are a licensed real estate broker and/or salesperson in the State of South Carolina, and is serving as a disclosed dual agent for both the Buyer and the Seller. Cooperating Broker and/or Sales Associate hereby agree to provide Seller with a copy of their current and valid license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer. Cooperating Broker and/or Sales Associate agree that they shall not, without express permission, disclose that the Seller will accept a price less than the listing price or that Buyer will pay a price greater than the offered price.

6. **Cooperating Broker Bonus.** If completed, Seller agrees to pay Cooperating Broker, at Closing, a bonus in the amount of \$.00.

7. **Acknowledgment by Cooperating Broker.** This document supersedes any previous Registration Form filed by the Cooperating Broker or any of its agents or employees with the Seller, its agents or employees. Violation by the Cooperating Broker of any provision of this document will constitute a breach of this document by the Cooperating Broker and will, at the Seller's election, void any obligation of the Seller to pay a commission or fee to the Cooperating Broker and will, at the Seller's election, entitle the Seller to whatever remedies it may have at law or in equity.

8. **Governing Law.** This Agreement is governed by South Carolina law, without regard to its conflicts of law

Broker 

rules.

9. **Conflicts.** In the event of any conflict between this Cooperating Broker Agreement and the Purchase and Sale Agreement or any other addenda and/or riders, this Disclosure shall control. In all other respects, the Purchase and Sale Agreement shall remain in full force and effect.

10. **Counterparts.** This Agreement may be executed in counterparts, a complete set of which shall form a single document.

11. **Entire Agreement.** This Agreement sets forth the entire agreement between Seller, Cooperating Broker and Sales Associate and shall not be altered, modified or amended unless such amendment is set forth in writing and signed by all parties to this Agreement.

COOPERATING BROKER:

Keller Williams, by
its Sales Associate

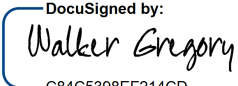
DocuSigned by:

By: E71858EDAE0B42B...

Print Name: C. Kendrick

Date: 5/4/2015

SALES ASSOCIATE:

DocuSigned by:

C84C5398EF214CD...

Print Name: Walker Gregory

Date: 5/2/2015

Seller: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras

Date: 5/11/2015

COOPERATING BROKER ADDENDUM

THIS COOPERATING BROKER ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the second day of May , 2015, between Erik C. Kramer (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to every other addendum attached to the Agreement, which are hereby incorporated by this reference.
2. **Cooperating Broker.** Notwithstanding anything contained in the Agreement to the contrary, Seller and Buyer acknowledge that Buyer has dealt with the following brokerage firm in connection with the purchase of the Property ("**Cooperating Broker**"):

Name of Cooperating Broker: Keller Williams

Address: 496 Bramson Ct. Ste 200

Business Phone:

Name of Sales Associate of Cooperating Broker: C. Kendrick

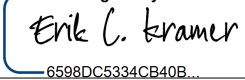
Date of Registration: 04/30/2015

Seller agrees to pay Cooperating Broker, at Closing, a commission in the amount of (3%) of the **Base Purchase Price plus the Homesite Premium less any builder incentives and/or discounts to the Base Purchase Price**, as that amount is determined by the Purchase Price and Payment Addendum (the "**Commission**"), subject however to the terms and conditions set forth below and in a separate Cooperating Broker Agreement ("**Broker Agreement**").. As set forth herein, "incentive" shall mean the total dollar value of all consideration, incentives, discounts, credits, reductions, gifts or other inducements offered or arranged by Seller in connection with Buyer's purchase of the Property, including, without limitation, any: reduction or discount in the Total Purchase Price, Base Purchase Price, or the Homesite Premium; credit for or contribution toward Closing Costs; payment of or contribution toward assessments or capital contributions charged by any homeowner's association or Seller; payment of or contribution toward homeowner's casualty or liability insurance, and/or lease payments; financing incentive such as payment of buy down fees to the Lender; and retail value of any gift to Buyer. No Commission shall be payable by Seller unless Buyer consummates the purchase of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement; accordingly, the Commission shall not be deemed earned unless and until the Closing occurs. Buyer agrees that it shall be responsible for any other commission due to Cooperating Broker that is in excess of the Commission payable by Seller pursuant to this Addendum and the Broker Agreement and for any commission due to any other real estate brokers or salesmen claiming to have represented Buyer in connection with the purchase of the Property. Notwithstanding the foregoing, Seller agrees to pay any and all commissions due to Seller's New Home Consultants working in Seller's sales office.

3. **Governing Law.** This Addendum is governed by the law of the state where the Property is located, without regard to its conflicts of law rules.
4. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
5. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

6. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

7. **Survival.** All of the terms of this Addendum shall survive Closing and the delivery of the Deed.

DocuSigned by:

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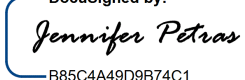
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date _____

Buyer -
Date _____

Buyer -
Date _____

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

ADDENDUM FOR NATURAL STONE FLOORS AND COUNTERTOPS

THIS ADDENDUM FOR NATURAL STONE FLOORS AND COUNTERTOPS (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the second day of MAY , 2015, between Erik C. Kramer (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Natural Stone Flooring and Countertops.** Natural stones with varying colors and mineral compositions ("Stone") are found in quarries throughout the world. Stone including, without limitation, marble and granite, are therefore products of nature and vary in color, markings, shade, and texture. Buyer acknowledges that Stone is not uniform and that Seller can make no guarantees regarding the color, markings, shade, and texture of the Stone to be used in the Home. Buyer further acknowledges and Seller makes the following disclosures regarding the Stone to be used/installed in Buyer's Home:

2.1 Cleaning. Care should be exercised when cleaning Stone. No chemicals should be used to clean stone other than those cleaners specifically designed to clean Stone.

2.2 Natural Inconsistencies. Stone contains natural inconsistencies which will be present in Stone flooring and/or countertops in the Home; such natural inconsistencies are normal and are not defects.

2.3 Edges and Corners. There may be changes in the patterning of Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning is normal and is not a defect.

2.4 Fissures and Pits. Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.

2.5 Spots, Freckles, and Rust. Spots, freckles, and/or rust may appear in Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Stone; such spots, freckles, and rust are not defects.

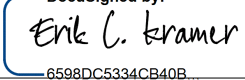
2.6 Seams. Stone is almost never seamless due to the techniques employed to cut the slab of Stone in a way that preserves the maximum beauty of such Stone. Pieces of Stone must therefore be fitted together and the Stone used in the Home will not be seamless and may have visible seams, which are not defects.

2.7 Wallboard and Plaster. Stone is cut by machine to be straight. Irregularities occurring in the Home may mean that the installer has to force pieces of Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking and putty may be used to fill imperfections in walls and floors in order to install Stone flooring and countertops. There may be such shims, caulking and/or putty in the Stone used in the Home, which shims, caulking and/or putty are used to enhance the installation and are not defects.

2.8 Staining. Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.

2.9 Sink Cabinet. The cabinet directly under the sink shall be six (6) inches larger than the sink, as a sink of larger size will preclude natural adjustment of seams and edges of Stone countertop and may result in a deterioration of the Stone countertop.
3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

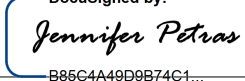
DocuSigned by:

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Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

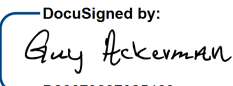
Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

I have completed the sales review of the above purchase agreement documents.

DocuSigned by:

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Sales Reviewer Guy Ackerman

Date 5/5/2015

Options Summary

Change Order No: 2
Current Stage No.: PR

PURCHASER(S): Erik Kramer
COMMUNITY: Royal Palms
PHASE/SECTION: 60/

LOT: 0058
ADDRESS: 1264 Dingle Road, Mt Pleasant SC 29466

BLOCK: GROUP: 18886600058
PLAN/ELEVATION/GAR: 1718/BE/L

Total: \$17,250

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
Appliances									
1	05/02/2015		ADD Walker Gregory HS	2	A285150.1888660.1718	GE ELECTRIC WASHER & DRYER WHITE	875	1	875
Den/Study									
2	01/10/2015		ADD Walker Gregory HS	1	A110110.1888660.1718	FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/STUDY & POWDER ROOM	12000	1	12000
Fireplace/Built-ins Packa									
3	01/10/2015		ADD Walker Gregory HS	1	A155070.1888660.1718	OPTIONAL FIREPLACE @ INTERIOR SIDE WALL	2875	1	2875
Notes									
4	01/10/2015		ADD Walker Gregory HS	1	A100140.1888660.1718	EXTERIOR TRIM COLOR SELECTION Preference: EXT Trim - ALMOND Choice: ALMOND	0	1	0
5	01/10/2015		ADD Walker Gregory HS	1	A100145.1888660.1718	FRONT DOOR COLOR SELECTION	0	1	0
6	01/10/2015		ADD Walker Gregory HS	1	A100150.1888660.1718	SHUTTER COLOR SELECTION	0	1	0
7	01/10/2015		ADD Walker Gregory HS	1	A100170.1888660.1718	SHINGLES - ARCHITECTURAL COLOR SELECTION	0	1	0
8	01/10/2015		ADD Walker Gregory HS	1	A100180.1888660.1718	INTERIOR PAINT - WALLS,CEILING INTERIOR TRIM COLOR SELECTION Preference: INT Paint Color - Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss Choice: Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss	0	1	0
9	01/10/2015		ADD Walker Gregory HS	1	A100200.1888660.1718	CABINETS - BASE KITCHEN COLOR SELECTION Preference: INT Cabinet Color Choice: Nutmeg	0	1	0
10	01/10/2015		ADD Walker Gregory HS	1	A100210.1888660.1718	CABINETS - BATHROOMS COLOR SELECTION Preference: INT Cabinet Color Choice: Nutmeg	0	1	0
11	01/10/2015		ADD Walker Gregory HS	1	A100235.1888660.1718	COUNTERTOPS - KITCHEN GRANITE COLOR SELECTION Preference: INT Granite Countertops Choice: Giallo Ornamental	0	1	0
12	01/10/2015		ADD Walker Gregory HS	1	A100270.1888660.1718	FIREPLACE - HEARTH & SURROUND PRODUCT/COLOR SELECTION Preference: INT Fireplace - ABSOLUTE BLACK Choice: Absolute Black	0	1	0

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

Options Summary

Change Order No: 2
Current Stage No.: PR

PURCHASER(S): Erik Kramer
COMMUNITY: Royal Palms
PHASE/SECTION: 60/

LOT: 0058
ADDRESS: 1264 Dingle Road, Mt Pleasant SC 29466

BLOCK: GROUP: 18886600058
PLAN/ELEVATION/GAR: 1718/BE/L

Total: \$17,250

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
13	01/10/2015		ADD Walker Gregory HS	1	A100295.1888660.1718	PLUMBING - KITCHEN SINK PRODUCT/COLOR SELECTION Preference: INT Granite Undermount SS Sink Choice: Double Bowl	0	1	0
14	01/10/2015		ADD Walker Gregory HS	1	A100345.1888660.1718	FLOORING - TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
15	01/10/2015		ADD Walker Gregory HS	1	A100355.1888660.1718	FLOORING - HARDWOOD PRODUCT/COLOR SELECTION Preference: INT 3" Oak Town Hardwood Floor Color Choice: Oak Cherry	0	1	0
16	01/10/2015		ADD Walker Gregory HS	1	A100360.1888660.1718	FLOORING - CARPET PRODUCT/COLOR SELECTION Preference: INT Carpet Color - CHS PORTICO MOHAWK 727 CANVAS CLOTH Choice:	0	1	0
17	01/10/2015		ADD Walker Gregory HS	1	A100365.1888660.1718	KITCHEN TILE BACKSPASH PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
18	01/10/2015		ADD Walker Gregory HS	1	A100380.1888660.1718	SHOWER TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
Screen Lanai/All Season P									
19	01/10/2015		ADD Walker Gregory HS	1	A119229.1888660.1718	SCREEN PORCH PER PLAN	1275	1	1275
Stairs/Railings									
20	01/10/2015		ADD Walker Gregory HS	1	A166852.1888660.1718	OPT STAINED OAK RAIL W/PICKETS ALONG 2ND RAKE WALL PER PLAN	225	1	225

Any non-standard (custom) options shall be paid in full in advance (cash or check). This money is non-refundable.
The signature of the New Home Consultant/Designer does not constitute acceptance of these changes by the Seller. These changes shall not be binding until executed by an Authorized Agent of the Seller. The stage of construction of the home may preclude approval of these changes by Seller.

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Options Summary

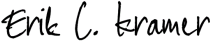
Change Order No: 2
Current Stage No.: PR

PURCHASER(S): Erik Kramer
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0058
ADDRESS: 1264 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600058
PLAN/ELEVATION/GAR: 1718/BE/L

Total: \$17,250

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)

AGREED:

DocuSigned by:

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5/2/2015

PURCHASER - Erik Kramer

DATE

PURCHASER -

DATE

PURCHASER -

DATE

PURCHASER -

DATE

DocuSigned by:

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5/2/2015

NEW HOME CONSULTANT/DESIGNER

DATE

CONSTRUCTION APPROVAL

DATE

SALES APPROVAL

DATE

CONSTRUCTION PRINTED NAME

FINAL APPROVAL - SELLER:

BY: 
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5/11/2015

SELLER'S AUTHORIZED REPRESENTATIVE

Jennifer Petras

DATE

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE PRICE AND PAYMENT ADDENDUM
Lennar Carolinas, LLC

Buyer Name: Erik C. Kramer
Date of Agreement: 05/02/2015
Community: Royal Palms Lot/Block: 0058 /
Address: 1264 Dingle Road Mt Pleasant SC 29466
Plan/Elevation: REGAL / BE Garage Orientation: Left ☒ Right ☐
Phase/Section: 10 / Job #: 18886600058
Started (Y/N): N Stage: PR
Estimated Start Date: Estimated Closing Date: 09/30/2015
Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☐ New Agreement ☐ Transfer ☒ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer: Erik C. Kramer
Buyer Existing Address: 6005 Archstone Way #406 Alexanrdia VA 22310
Home Phone: Office Phone:
Fax: Cell Phone: +1 843 4251468
Email: ekramer90@yahoo.com
Employer: Years/Months: /
Co-Buyer:
Home Phone: Office Phone:
Fax: Cell Phone:
Email:
Employer: Years/Months: /

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price:	\$ 287,990.00
Add Homesite Premium:	\$ 5,000.00
Add Options, Upgrades and Extras per attached Options, Upgrades, and Extras/Change Order Summary:	\$ 18,250.00
Less Discretion:	\$ 12,875.00
Total Purchase Price:	\$ 298,365.00

PAYMENTS:

Initial Deposit	Check#/Credit Card: _ /	\$ 2,000.00
Additional Deposit		
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Advanced Deposit		
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)
(Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses and HOA fees.)

Initial  Initial _____ \$ 296,365.00
Buyer Buyer

CLOSING COSTS:

Seller Assistance toward closing costs (subject to contribution limits):..... \$ 4,000.00

Comments: The total purchase price and any discretion or incentive given is based on the closing of the home taking place on the estimated closing date unless otherwise agreed upon in writing by Seller.

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☐ FHA ☒ VA
Lender: UAMC Phone #: 843-852-3200
Broker Participation? ☒ Yes ☐ No
Agent/Company: C. Kendrick / Keller Williams
Street Address: 496 Bramson Ct. Ste 200
City, State Zip: Mount Pleasant, SC 29464
Phone:
Broker Tax ID#: Broker Commission: 3%

WARRANTY INFORMATION

LEN 100 5/2/12
*Or other comparable warranty

REVISED AGREEMENT

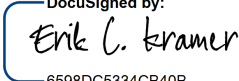
Old Total Agreement Price: \$.00
New Total Agreement Price: \$ 298,365.00
Reasons for rewrite: delete duplicate order for blinds

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the second day of May, 2015 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

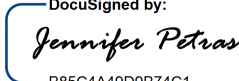
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Buyer - Erik C. Kramer
Date 5/15/2015

Buyer -
Date

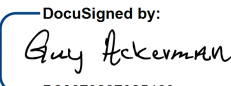
Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/18/2015

I have completed the sales review of the above purchase agreement documents.

DocuSigned by:

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Sales Reviewer Guy Ackerman

Date 5/16/2015

PURCHASE PRICE AND PAYMENT ADDENDUM
Lennar Carolinas, LLC

Buyer Name: Erik C. Kramer
Date of Agreement: 05/02/2015
Community: Royal Palms Lot/Block: 0058 /
Address: 1254 Dingle Road Mt Pleasant SC 29466
Plan/Elevation: REGAL / BE Garage Orientation: Left ☒ Right ☐
Phase/Section: 10 / Job #: 18886600058
Started (Y/N): Y Stage: 04
Estimated Start Date: 06/05/2015 Estimated Closing Date: 11/01/2015
Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☐ New Agreement ☐ Transfer ☒ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer: Erik C. Kramer
Buyer Existing Address: 6005 Archstone Way #406 Alexanrdia VA 22310
Home Phone: Office Phone:
Fax: Cell Phone: +1 843 4251468
Email: ekramer90@yahoo.com
Employer: Years/Months: /
Co-Buyer:
Home Phone: Office Phone:
Fax: Cell Phone:
Email:
Employer: Years/Months: /

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price:	\$ 287,990.00
Add Homesite Premium:	\$ 5,000.00
Add Options, Upgrades and Extras per attached Options, Upgrades, and Extras/Change Order Summary:	\$ 18,250.00
Less Discretion:	\$ 12,875.00
Total Purchase Price:	\$ 298,365.00

PAYMENTS:

Initial Deposit	Check#/Credit Card: _ /	\$ 2,000.00
Additional Deposit		
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Advanced Deposit		
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)
(Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses and HOA fees.)

Initial  Initial _____ \$ 296,365.00
Buyer Buyer

CLOSING COSTS:

Seller Assistance toward closing costs (subject to contribution limits):..... \$ 4,000.00

Comments: The total purchase price and any discretion or incentive given is based on the closing of the home taking place on the estimated closing date unless otherwise agreed upon in writing by Seller.

Should the closing not take place on the estimated closing date for any other reason than the failure of Seller to construct the home in a timely manner, all discretion, realtor bonuses, and additional commissions will be forfeited unless otherwise agreed upon in writing by Buyer and Seller.

In order to be eligible to purchase the Home, You must pre-qualify with Universal American Mortgage Company, regardless of an existing pre-approval through another lending institution or Your intention to make application to another lending institution. You expressly acknowledge and understand that the pre-qualification through UAMC does not require You to ultimately finance the purchase of Your Home through UAMC.

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☐ FHA ☒ VA
Lender: UAMC Phone #: 843-852-3200
Broker Participation? ☒ Yes ☐ No
Agent/Company: C. Kendrick / Keller Williams
Street Address: 496 Bramson Ct. Ste 200
City, State Zip: Mount Pleasant, SC 29464
Phone: _____
Broker Tax ID#: _____ Broker Commission: 3%

WARRANTY INFORMATION

LEN 100 5/2/12
*Or other comparable warranty

REVISED AGREEMENT

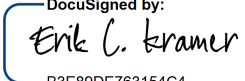
Old Total Agreement Price: \$.00
New Total Agreement Price: \$ 298,365.00
Reasons for rewrite: change street address

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the second day of May, 2015 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

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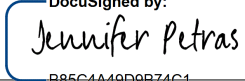
Buyer - Erik C. Kramer
Date 12/2/2015

Buyer -
Date _____

Buyer -
Date _____

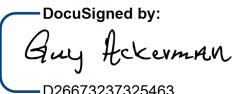
Buyer -
Date _____

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 12/7/2015

I have completed the sales review of the above purchase agreement documents.

DocuSigned by:

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Sales Reviewer Guy Ackerman
Date 12/6/2015

PURCHASE PRICE AND PAYMENT ADDENDUM
Lennar Carolinas, LLC

Buyer Name: Erik C. Kramer
Date of Agreement: 05/02/2015
Community: Royal Palms Lot/Block: 0058 /
Address: 1254 Dingle Road Mt Pleasant SC 29466
Plan/Elevation: REGAL / BE Garage Orientation: Left ☒ Right ☐
Phase/Section: 10 / Job #: 18886600058
Started (Y/N): Y Stage: 11
Estimated Start Date: 06/05/2015 Estimated Closing Date: 03/17/2016
Purchase Type: ☒ Primary ☐ Secondary ☐ Investment
Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☐ New Agreement ☐ Transfer ☒ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer(s): Erik C. Kramer
Buyer Existing Address: 6005 Archstone Way #406 Alexanrdia VA 22310
Home Phone: Office Phone:
Fax: Cell Phone: +1 843 4251468
Email: ekramer90@yahoo.com
Employer: Years/Months: /
Co-Buyer:
Home Phone: Office Phone:
Fax: Cell Phone:
Email:
Employer: Years/Months: /

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price	\$	<u>287,990.00</u>
Add Homesite Premium	\$	<u>5,000.00</u>
Add Options, Upgrades and Extras per attached Options, Upgrades, and Extras/Change Order Summary.....	\$	<u>18,250.00</u>
Less Discretion	\$	<u>12,875.00</u>
Total Purchase Price:	\$	<u>298,365.00</u>

PAYMENTS:

Initial Deposit Check#/Credit Card: / \$ 2,000.00

Additional Deposit

Due	Received	Check#	\$	<u>.00</u>
Due	Received	Check#	\$	<u>.00</u>
Due	Received	Check#	\$	<u>.00</u>
Due	Received	Check#	\$	<u>.00</u>

Advanced Deposit

Due	Received	Check#	\$	<u>.00</u>
Due	Received	Check#	\$	<u>.00</u>

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)

(Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses and HOA fees.)

Initial Ek Initial

Buyer Buyer

CLOSING COSTS: \$ 296,365.00
Seller Assistance toward closing costs (subject to contribution limits):.....
\$ 6,240.00

Comments: The total purchase price and any discretion or incentive given is based on the closing of the home taking place on the estimated closing date unless otherwise agreed upon in writing by Seller.
Should the closing not take place on the estimated closing date for any other reason than the failure of Seller to construct the home in a timely manner, all discretion, realtor bonuses, and additional commissions will be forfeited unless otherwise agreed upon in writing by Buyer and Seller.
In order to be eligible to purchase the Home, You must pre-qualify with Universal American Mortgage Company, regardless of an existing pre-approval through another lending institution or Your intention to make application to another lending institution. You expressly acknowledge and understand that the pre-qualification through UAMC does not require You to ultimately finance the purchase of Your Home through UAMC.

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☐ FHA ☒ VA
Lender: UAMC Phone #: 843-852-3200
Broker Participation? ☒ Yes ☐ No
Agent/Company: C. Kendrick / Keller Williams
Street Address: 496 Bramson Ct. Ste 200
City, State Zip: Mount Pleasant, SC 29464
Phone: _____
Broker Tax ID#: _____ Broker Commission: 3%

WARRANTY INFORMATION

LEN 100 5/2/12
*Or other comparable warranty

REVISED AGREEMENT

Old Total Agreement Price: \$.00
New Total Agreement Price: \$ 298,365.00
Reasons for rewrite: increase paid closing costs

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the second day of May, 2015 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

B3E89DE763154C4...
Buyer - Erik C. Kramer
Date 3/22/2016

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 3/22/2016

ELECTION FORM ADDENDUM

THIS ELECTION FORM ADDENDUM (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase Agreement (the "Agreement") dated as of the Second day of May, 2015, between Erik C. Kramer (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0058 of Building/Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to every other addendum attached to the Agreement, which are hereby incorporated by this reference.

2. **Affiliated Business.** Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Universal American Mortgage Company, LLC ("UAMC") and North American Title Company, and its affiliate, North American Title Insurance Corporation (collectively, "North American"). Buyer is hereby informed that Buyer is not obligated to use an affiliated business of Seller as a condition to the sale of the Home.

3. **Mortgage Loan and Title Insurance.**

3.1 Buyer agrees to pay all loan and closing costs in connection with this transaction.

3.2 By checking one of the boxes below and initialing below the selected text, Buyer hereby selects the lender and/or title insurance company that Buyer will use in connection with the purchase of the Home.

3.2.1 ☒ Buyer elects to use UAMC (or such other lender named on the Approved Lender Addendum).

Buyer's Initials ELK

3.2.2 ☐ Buyer intends to purchase the Home without financing.

3.2.3 ☐ Buyer elects to use a lender other than UAMC (or such other lender named on the Approved Lender Addendum) as its Lender.

3.3 Seller will pay up to \$6,240.00 toward Buyer's Closing Costs.

3.4 Seller will not accept a Purchase Agreement, without a pre-approval Letter (not a pre-qualification letter), for the loan amount from a lender. Buyer must provide written loan approval within 30 days from approval of the Agreement.

4. **Closing Attorney.**

4.1 By checking the box below and initialing below the selected text, Buyer hereby selects the closing attorney that Buyer will use in connection with the purchase of the Home.

4.1.1 ☒ Buyer elects to use Seller's closing attorney, Richard E. Leister (Myrtle Beach), or Butler and College (Charleston).

Buyer's Initials ELK

Buyer is hereby notified and acknowledges that Buyer is not required to use Seller's closing attorney as a condition to purchasing the Home. There are other closing attorneys available who can represent Buyer in this transaction. If Buyer desires to engage an attorney to represent Buyer, then Buyer may do so at Buyer's sole expense and will not receive the incentives set forth below. If Buyer elects to use Seller's closing attorney, Seller's closing attorney will represent Seller and Buyer in this transaction, and Seller's closing attorney cannot offer substantive legal advice to either party in connection with the sale and purchase of the Home. BUYER HAS CERTAIN RIGHTS IN CONNECTION WITH THIS TRANSACTION, AND SELLER ENCOURAGES BUYER TO CONSULT WITH ITS OWN ATTORNEY ABOUT SUCH RIGHTS, INCLUDING BUYER'S USE OF SELLER'S CLOSING ATTORNEY TO PURCHASE THE HOME. Seller's closing attorney may make additional disclosures with respect to his or her joint representation of Seller and Buyer. Seller's closing attorney may also elect not to represent Buyer in this transaction, in which case Buyer will need to hire an attorney to represent Buyer.

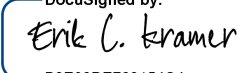
Buyer's Initials ELK

4.1.2 ☐ Buyer elects to use an attorney other than Seller's closing attorney.

5. **Governing Law.** This Agreement is governed by the law of the state where the Property is located, without regard to its conflicts of law rules.

Buyer's Initials _____

6. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
7. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
8. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

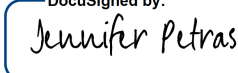
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B3E89DE763154C4...
Buyer - Erik C. Kramer
Date 3/22/2016

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 3/22/2016

I have completed the sales review of the above purchase agreement documents.

DocuSigned by:


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Sales Reviewer Lorin Moorman

Date 3/22/2016

Exhibit 2

Lennar Carolinas, LLC
1941 Savage Rd. Suite 100 - C
Charleston, South Carolina 29407
843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the Seventh day of March, 2015 by and between Lennar Carolinas, LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S): 1. Kevin N. Hedges 2. 3. 4. No Buyer Name Changes Will Be Permitted		Check Applicable: Married ☐ Single ☐ Male ☒ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐	
Buyer Address: 1300 Appling Drive Unit 201			
City: Mount Pleasant		State / Country: SC	Zip: 29464
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.			
Home Telephone:		Facsimile Number:	
Business Telephone:		E-mail Address: kevinhedges@yahoo.com	
Cellular Telephone: +1 843 2702534			

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model SOVEREIGN constructed or to be constructed on the following described property:

Lot 0051 of Block _____ of Royal Palms Subdivision/Plat, in Charleston County (the "**County**"), South Carolina
Address: 1272 Dingle Road Mt Pleasant SC 29466

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property**." The Property is located within the community known as Royal Palms (the "**Community**").

2. **Purchase Price and Payments.** The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **\$291,490.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **\$2,000.00**. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "**DOCUMENTS**" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

☐ **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment

within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications (the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "**Mortgage Contingency Period**"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

- 4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.
- 4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.
- 4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.
- 4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. **Funds.** Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller, or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars (\$125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone

agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.

13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 Changes to Plans and Specifications.

13.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.

13.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.

13.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the

Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area in the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. **Buyer's Default.** In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. **Seller's Default.** In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. **Mediation / Arbitration of Disputes.**

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted

to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

16.11 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.** All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("**NHC**") and Internet New Home Consultant ("**INHC**") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials 

19. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. **Dangerous Condition; Construction Work.**

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied

entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. **OFAC.** Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("**OFAC**"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "**Lennar Affiliates**"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

24. **TIME OF THE ESSENCE.** BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

29. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.

30. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.

31. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.

32. **Additional Changes.** Notwithstanding Section 31 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.

33. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.

34. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 34 shall survive Closing and the delivery of the Deed.

35. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check all that apply:

☒ Rider A (South Carolina)	☒ Indoor Environmental Quality Disclosure Addendum
☒ Rider B (CRS Division)	☐ Home Sale Contingency Addendum
☒ Purchase Price and Payment Addendum	☐ Cooperating Broker Addendum
☒ Master Disclosure and Information Addendum	☒ FHA/VA Addendum
☒ Affiliated Business Arrangements Disclosure Statement	☒ Insulation Addendum
☒ Election Form Addendum	☐ Cooperating Broker Agreement
☐ Home Close Contingency Addendum with Options	☐
☐	☐

36. **Survival.**

36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.

37. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial

Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Walker Gregory
C84C5398EF214CD...
New Home Consultant - Walker Gregory
3/7/2015
Date:

THIS AGREEMENT IS NOT BINDING ON SELLER
UNTIL ACCEPTED BELOW BY AN AUTHORIZED
AGENT OF SELLER.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras
B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
3/16/2015
Date

DocuSigned by:
Kevin N. Hedges
B38CFFA20F3F49C...
Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

ROYAL PALMS
MASTER DISCLOSURE AND INFORMATION ADDENDUM TO
PURCHASE AND SALE AGREEMENT
MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA

THIS MASTER DISCLOSURE AND INFORMATION ADDENDUM (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the Seventh day of March, 2015, between Kevin N. Hedges ("Buyer") and Seller, as defined in the Agreement, respecting Lot 0051 of Building/Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community"). The residence and improvements (the "Home") constructed or to be constructed on the property described in the Agreement (the "Homesite"), and all appurtenances thereto are collectively referred to in this Addendum as the "Property."

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Community.** The Property lies within the Community. This Addendum explains certain terms which are applicable to the purchase of Homes within the Community. Seller, the developer of the Community (Seller is hereinafter sometimes referred to as "Developer"), and any other builder in the Community, shall have the right, without notice to Buyer, to make changes to, among other things, homesite sizes, number of homes being built, size and style of homes being built, features and materials in homes being built, prices of homes (whether more or less than currently published), price per square foot of homes (whether more or less than currently published), street layout, amenity layout and usage, location, size and number of trees, bushes and other foliage (current and future), and any other items or uses which are currently planned for the Community. Seller makes no representation or warranties that Seller will be the exclusive builder or developer in the Community or that the Community will be built out exactly as currently planned, and Seller expressly reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community. Any current maps or other materials showing any final or projected community development may be modified or updated in the future.

SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES WITH REGARD TO THE DEVELOPMENT OF HOMESITES IN AND AROUND THE COMMUNITY. HOMESITES IN AND AROUND THE COMMUNITY MAY REMAIN UNDEVELOPED AT THE SOLE DISCRETION OF SELLER, OTHER BUILDERS IN THE COMMUNITY, AND/OR THE DEVELOPER OF THE COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO SELLER BEING THE SOLE OR EXCLUSIVE BUILDER WITHIN THE COMMUNITY. SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO CONTINUING TO BUILD IN THE COMMUNITY THROUGH FINAL BUILD OUT AND/OR BUILDING UPON ANY UNDEVELOPED HOMESITE(S). FURTHERMORE, IT IS UNDERSTOOD THAT NO REPRESENTATIONS, ESTIMATES OR PROJECTIONS HAVE BEEN CONVEYED REGARDING THE FINAL BUILD OUT TIME OF ANY UNDEVELOPED HOMESITE(S) OR THE OVERALL COMPLETION SCHEDULE OF THIS COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER CONSTANTLY EVALUATES THE PRICING, DESIGNS, PRODUCT MIX AND AMENITIES OF ITS COMMUNITIES AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING WHETHER TO CONTINUE TO BUILD HOMES WITHIN THE COMMUNITY AND BUYER IS NOT RELYING UPON ANY OF THE FOREGOING IN DECIDING TO PURCHASE THE PROPERTY.

3. **Governing Documents.** Buyer acknowledges receipt, either in hard-copy or via internet or electronic means, of all documents ("Governing Documents") for the Community.

3.1 Buyer acknowledges receipt of, and agrees to be bound by the Declaration of Covenants, Conditions, and Restrictions for Royal Palms (the "Declaration"), the Articles of Incorporation, By-Laws and any Rules and Regulations of Royal Palms Property Owners Association, Inc., all as amended and supplemented from time to time (collectively, the "Community Documents"). Buyer acknowledges and agrees that title to the Home will be subject to the Community Documents.

3.2 The Property will be subject to certain deed restrictions as reflected in the Limited Warranty Deed (the "Deed") executed by Seller and furnished to Buyer at Closing. The deed restrictions run with the Homesite and require, among other things, that (i) buyer give Seller notice of Seller's defaults or any Claim (as defined therein) after Closing and (ii) Seller have an opportunity to inspect and cure defects in the Home. The deed restrictions further require the arbitration of any Claim against Seller that cannot be resolved.

3.3 Buyer acknowledges the provisions of the Governing Documents are fair and reasonable.

4. **Association Memberships.**

4.1 Upon conveyance and recording of the Deed to the Property, Buyer understands and agrees that Buyer will then become a member of the Royal Palms Property Owners Association, Inc., a South Carolina nonprofit corporation (the "Association"). Buyer agrees to accept the liability and obligations of such

memberships. Buyer understands that as a member of the Association, Buyer will be required to pay Assessments (as defined in the Governing Documents) for the operation, insurance and maintenance of the Common Areas (as defined in the Governing Documents) and for such other uses and purposes as are provided for in the Governing Documents. Buyer also understands and agrees that a failure to pay Assessments when due could cause the Association to record a lien on the Property and to foreclose such lien. Assessments are subject to additional increases in the manner currently provided for in the Governing Documents. Neither Seller, the Association, nor any other builder can estimate the amount or frequency of any such increase.

4.2 Buyer acknowledges that nominees of Seller (and as Developer), may serve as the initial officers and directors of the Association. The officers and directors and the management company, which may be an affiliate of Seller, are authorized by Buyer to act for and on the behalf of the Association. Seller may, but is not required to, advance monies to the Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Association will be obligated to repay such advances as set forth in the Community Documents.

4.3 Buyer acknowledges that all new construction and modifications of existing construction and exterior improvements within the Community are subject to the prior written approval of the appropriate architectural review, design review or similar committee or authority, which is appointed by the Board of Directors of the Association. Buyer agrees to comply with all rules and regulations of the appropriate authority (or authorities) governing construction of improvements within the Community as the same may be amended and exist from time to time. These restrictions are subject to change without notice. Building and use restrictions include, but are not limited to, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, the developer of the Community, homebuilder(s), leases and restoration of homesites. Buyer agrees not to commence any construction upon the Homesite until it has obtained all requisite written approvals therefore. Buyer further agrees not to make any modifications of any existing buildings and improvements, including, but not limited to, landscaping and landscape irrigation, without the prior written approvals of the appropriate authority (or authorities) pursuant to any city, county or state regulation and pursuant to recorded covenants, conditions or restrictions governing the land. In addition, every city, county or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to the Home or Homesite, Buyer should contact the applicable governmental authorities for further information concerning local codes and ordinances. Decks, fences and exterior color are among the more common, although not the only, improvements for which architectural approval is required.

4.4 Approval of any work by the appropriate reviewing authority or authorities shall not constitute an express or implied warranty or representation that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner.

4.5 Failure to submit plans and specifications to the appropriate reviewing authority or authorities for approval is a violation of the provisions of the Declaration and/or applicable deed restrictions, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved improvements or modifications.

5. **Community Charges.** In addition to the Closing Costs set forth in Rider B, Buyer shall pay the following additional Closing Costs respecting the Community:

5.1 **Association Assessments.** Assessments payable to the Association ("**Association Assessments**"), prorated for the month in which the Closing occurs (based on the then current Assessments at the time of closing). Such Assessments are estimated to be **\$140.56** per month at this time. Buyer understands that the estimated operating budget for the Association is only an estimate of what it will cost to run the Association and operate, insure and maintain the common areas during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Without limiting the generality of this Section, those changes will not give Buyer any right to cancel the Agreement. Neither the monthly Association Assessments nor the Association's budget is guaranteed. Buyer acknowledges and agrees the Association Assessments and/or budget may change.

5.2 **Association Initial Capital Contribution.** Buyer acknowledges that among other Assessments provided for in the Community Documents, the Association has established an initial capital contribution ("**Initial Capital Contribution**"). Buyer acknowledges that upon conveyance of the Property an Initial Capital Contribution in an amount equal to **\$500.00** (or such amount as determined from time to time) is due. The Initial Capital Contribution may be used for any reason whatsoever including, without limitation, reimbursement for costs in setting up the Association and costs of deficit funding. Buyer acknowledges and agrees that the Initial Capital Contribution is not to be considered as an advance payment of Assessments.

5.3 **Resale Capital Contribution.** Buyer acknowledges the Association may establish a Resale Capital Contribution (as defined in the Governing Documents). For more information on the Resale Capital Contribution, please refer to the Governing Documents.

5.4 **Boat Storage.** A storage area ("**Storage Area**") for boats, trailers, recreational vehicles and other

personal property approved by the Association is located within the common space of the Community among homesites in the Community. The presence of the Storage Area near a homesite can cause increased noise, foot and vehicular traffic, and other conditions commonly caused by the presence of boat or vehicle storage areas, which at times may be obnoxious or inconvenient to some people, especially sensitive people. Homesites adjoining or near the Storage Area will likely experience some or all of these conditions. Buyer is advised to take the time to drive around the Community to ensure that Buyer is satisfied with the location of the Homesite relative to the location of the Storage Area. The Storage Area may be reduced in size, modified, or eliminated entirely in the future, and neither Seller nor the Association can guarantee the continued existence of the Storage Area. For more information on the Storage Area and the use of the Storage Area, please contact the Association.

6. **Security.** The Community is not a gated community and the roads in the Community are private.
7. **Building and Use Restrictions.** Every homesite is subject to building and use restrictions as set forth in Article III and Exhibit C of the Declaration. These restrictions are subject to change without notice. Building and use restrictions may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, any developer and homebuilder(s), leases and restoration of homesites. Seller encourages you to carefully review the Declaration and to ensure the long-term quality of life for both you and your neighbors.
8. **Municipal Building Codes And Ordinances.** Every city or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to your Home or Homesite, you should contact the Building Inspector for Charleston County at (843) 202-6930 for further information concerning local codes and ordinances. Seller is not responsible for notifying Buyer or any other homeowners of the content or restrictions contained in any local codes or ordinances.

9. **Architectural Review.**

- 9.1 The Declaration currently provides that no improvements shall be commenced upon any homesite, nor shall the exterior color, style and materials of an approved structure on a homesite be altered without the prior written approval of the Design Review Board ("**DRB**") which is appointed by the Board of Directors of the Association. Improvements constructed by Seller or the developer of the Community are exempt from this requirement. Approval of any work by the DRB or the shall not constitute an express or implied warranty or representation by the DRB that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner. Decks, fences and exterior color are among the more common, although not the only, improvements for which architectural approval is required. For more information concerning architectural review, please review the Declaration.
- 9.2 Failure to submit plans and specifications to the DRB for approval is a violation of the Declaration, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved modifications.

10. **Pet Restrictions.** Buyer understands that the only pets allowed in the Community are those which are in accordance with the restrictions contained in the Community Documents or any amendments thereto.
11. **Short-Term Rentals.** Buyer acknowledges that homes in the Community may be rented for any length of time, subject to certain restrictions set forth in the Community Documents. Buyer may contact the Association if Buyer has any questions concerning short-term rentals.
12. **Active Flood Zone.** Buyer acknowledges that the Property may be in an active flood zone. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Seller recommends that each Buyer of a Home protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency (FEMA) to have the Home re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.

13. **Utilities.**

- 13.1 Buyer acknowledges that no septic tanks shall be permitted within the Community. No wells shall be installed without the express written consent of the DRB and all other applicable government agencies.
- 13.2 Some homesites contain or are adjacent to drainage and utility structures such as storm water overflow swales, storm water retention and/or detention basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever. Overflow swales are generally utilized for overflow storm water capacity as a result of water drainage. Electrical transformers may only be landscaped to the extent permission is given by the utility provider. In some cases, water may flow from one homesite to another. State law may provide that the owner of the homesite receiving water is required to accept the water flow and may not impede the flow of this water. In addition, the Property will be graded to provide for reasonable drainage away from the Home's foundation. The vast majority of

foundation problems are caused by insufficient drainage or lack of watering of soil around the foundation. Buyer should keep Buyer's lawn well watered to maintain consistent moisture content and avoid excess wetness, dryness or cracking of soil. The construction of curbs, decks, retaining walls, pools, spas, patios, landscape edging and similar items can also trap water within the yard area and cause structural damage to the Home's foundation. Seller strongly recommends that Buyer consult with a licensed landscape architect and civil engineer before performing any work or making any changes that may affect the existing drainage pattern.

13.3 The Town of Mount Pleasant provides water to the Community. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Community. In addition, this area is periodically subjected to extended periods of drought that may cause depletion of water supplies. Municipalities and other providers of water services (including the Town of Mount Pleasant) may enact mandatory or voluntary cut backs or other restrictions in water usage. Seller has no control, influence, responsibility or liability for or over decisions concerning water rationing.

13.4 If Buyer has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Buyer should contact the utility companies directly. Because Seller values Buyer's safety and that of Buyer's neighbors, no excavation or trenching should be done without first calling the utility companies for the location of buried utilities. There is currently no charge by the utilities for this service. This is especially important in utility easements where buried utility equipment is probable. Digging without advance notification and approval of the utility companies may be illegal, is dangerous and can result in severe personal injury or death to Buyer and Buyer's neighbors, and can also result in severe property damage to homes, property and utility equipment.

14. **Water Bodies.** BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS OR OTHER WATER BODIES WITHIN THE COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER, THE TOWN OF MOUNT PLEASANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

15. **Wetland Conservation Areas.** BUYER ACKNOWLEDGES THAT PROPERTY WITHIN THE COMMUNITY CONTAINS WETLANDS, WETLAND MITIGATION OR PRESERVATION AREAS, UPLAND CONSERVATION AREAS AND DRAINAGE EASEMENTS AND LOTS (INCLUDING BUT NOT LIMITED TO THE HOMESITE) MAY CONTAIN OR BE ADJACENT TO WETLANDS, WETLAND MITIGATION OR PRESERVATION AREAS, UPLAND CONSERVATION AREAS AND DRAINAGE EASEMENTS (COLLECTIVELY, "**Wetland Conservation Areas**"), WHICH MAY BE DEDICATED BY PLAT AND ARE PROTECTED BY A DECLARATION OF RESTRICTIVE COVENANTS RECORDED JANUARY 2, 2007, IN BOOK T610, PAGE 892, CHARLESTON COUNTY REGISTER OF DEEDS OFFICE ("**Wetlands Declaration**"). THE WETLANDS DECLARATION CONTAINS A MORE SPECIFIC DEPICTION OF THE WETLANDS CONSERVATION AREAS. SUCH WETLAND CONSERVATION AREAS ARE SUBJECT TO RESTRICTIONS REQUIRED BY STATE AND FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS. THE DECLARATION PROHIBITS, AMONG OTHER THINGS, FILLING, DRAINING, FLOODING, DREDGING, IMPOUNDING, BURNING, CULTIVATING, EXCAVATING, ERECTING, CONSTRUCTION, RELEASING WASTES, OR OTHERWISE DOING ANY WORK WITHIN THE WETLAND CONSERVATION AREAS; INTRODUCING EXOTIC SPECIES INTO THE WETLAND CONSERVATION AREAS; AND FROM CHANGING THE GRADE OR ELEVATION, IMPAIRING THE FLOW OR CIRCULATION OF WATERS, REDUCING THE REACH OF WATERS, AND ANY OTHER DISCHARGE OR ACTIVELY REQUIRING A PERMIT UNDER CLEAN WATER OR WATER POLLUTION CONTROL LAWS AND REGULATIONS, AS AMENDED. ANY VIOLATION OF THE RESTRICTIONS SET FORTH IN THE WETLANDS DECLARATION MAY BE PUNISHABLE BY CIVIL OR CRIMINAL ACTIONS BY STATE AND/OR FEDERAL AUTHORITIES. IF BUYER HAS ANY QUESTIONS WITH RESPECT TO THE WETLANDS CONSERVATION AREAS OR ACTIVITIES PROHIBITED WITHIN SUCH AREAS, BUYER IS ADVISED TO REVIEW THE WETLANDS DECLARATION AND CONTACT THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT AT (843) 953-0200.

16. **Regulatory And Governmental Approvals.** The zoning, plans, etc. have been approved by Charleston County. For more information on the approvals required and pending in the Community, Buyer should contact the Charleston County Zoning & Planning Department at (843) 202-7200.

17. **Prices/Market Values.** Seller, and any other builder in the Community, shall have the unilateral right to establish prices for the homes it builds in the Community. Seller and any other builder in the Community may, at its sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Property, the prices for any subsequent changes or upgrades to the Home as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Property or options in the Home will be increased or decreased for other buyers of identical or similar homes or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the Property, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Property. The Property is being sold for residential purposes and not as an investment.

18. **Construction And Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER CONSTRUCTION AND DEVELOPMENT FOR AN EXTENDED TIME.

INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Community will likely occur after Buyer has taken occupancy of Buyer's Home. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sales offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Seller nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Seller gives no guarantees or assurances on the active time of the Community model homes. Homesites across the street or next to the model homes may remain undeveloped until Seller determines that these homesites are no longer needed for marketing purposes.

19. **Views.** Future development and construction activities in the Community can and will modify the view from homesites (including but not limited to the Homesite). Trees and other foliage may be added or removed from lots or common areas of the Community. Additional housing and other improvements will be added within the community. Because future development and construction activities in the Community will modify views from homesites, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Property.

20. **Streetlights.** Numerous streetlights will be installed within the Community, many of which will be installed after homes have been completed, sold and occupied. Streetlights are sized and placed in accordance with Town ordinances and governmental requirements, and could in some instances generate light in or obstruct views from homes in the Community. Information about streetlight size, light output, design and location of streetlights within the Community can be obtained from the service provider.

21. **Trees And Foliage.** The Community contains numerous native trees of various sizes and varieties. While Seller has taken steps during the planning and construction of the Community to save trees, future development and construction will require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Community or Buyer's Homesite, and cannot be responsible for short or long-term damages to foliage due to construction or development activities. Seller makes no representation or warranty that trees on the Homesite being purchased or any other homesite or common area in the Community will not be removed. All care and maintenance of foliage on an individual homesite is the responsibility of the homeowner, and Seller does not guarantee or warranty the survival of any foliage. The Town of Mount Pleasant has adopted a Tree Ordinance regulating the removal of any tree over a certain size. Before removing a tree, Buyer should contact the Town to ensure that its regulations are adhered to.

22. **Facilities And Conditions Affecting Homesites.**

22.1 The information set forth in this section contains an overview of facilities and conditions which may affect some or all homesites in the Community (including but not limited to the Homesite). Because Seller does not have control over development outside of the Community, Seller does not warrant or guarantee any future development, usage, or lack of development or usage for properties located outside of the Community, or their possible impact on the residents of the Community. For additional information about offsite features that may affect the purchase of the Property, please contact the local governmental authorities having jurisdiction over the Community.

22.2 Seller advises Buyer that some of the homesites (including but not limited to the Homesite) are or may be adjacent to or near some of the following:

DRAINAGE CHANNEL, AIRPORT, RAILROAD TRACKS, STORM WATER DETENTION FACILITY, COMMUNITY CENTER, ELEVATED WATER STORAGE TOWER, SCHOOL FACILITY, PARK SCHOOL SITE, SPORTS FACILITY OR BALL FIELD, COMMUNITY LAKES, PARK AND/OR RECREATION FACILITY, WATER PLANT/SEWER PLANT, LIFT STATION, CELLULAR PHONE, RADIO, TELEVISION OR OTHER TOWER ANTENNA SITE, HIGH VOLTAGE TRANSMISSION LINES OR PIPELINE EASEMENT.

Buyer acknowledges that such facilities may impact noise, vibration, lighting, traffic and other conditions caused by daily operations of the facility. Drainage channels, lakes and storm water detention facilities will have varying levels of water for varying periods of time depending upon rainfall.

22.3 Some of the homesites (including, but not limited, to the Homesite) are or may be encumbered by private utility drainage easements, private drainage easements, public utility drainage easements, public utility sewer easements, public utility easements, landscaping easements, sign easements, sight easements, and/or similar common area or utility easements. Any structures or vegetation located within such easement areas (including patios, decks, fences, playground equipment, sheds, bushes, trees, grass, and landscaping) may be disturbed and/or removed by the owner of such easement if removal is necessary to access or maintain the easement area or maintain, repair, reconstruct, or remove the easement owner's facilities within the easement. Buyer will be solely responsible, at its own cost, for replacing, reinstalling, rebuilding, or restoring any of Buyer's improvements within the easement area affected by the work of the easement owner. Notwithstanding the foregoing, Buyer may not make any changes to the slope or grade within an easement area that would impair or alter drainage patterns within the easement.

22.4 **Interior Common Wall Disclosure.** The Home may be constructed with one or more common walls between adjacent homes. This area has an air space with additional drywall and insulation installed, which is intended to reduce sound transmission. Buyer agrees and understands that due to the close

proximity of the adjacent units, noise(s) can and will travel from one home to the other and that Buyer may hear the noises from adjacent units. Buyer acknowledges that Seller makes no assurances or representations as to the frequency of noises or what types of noises may be heard. Buyer acknowledges further that Seller is not responsible for any noise that Buyer may hear and that Seller has no control over the types of noise, frequency of noise, or at what times during the day or night noises may be heard.

22.5 Wando High School is located at 1000 Warrior Way, Mount Pleasant, SC 29466, approximately 3 miles from the Community. The presence of schools can cause increased noise, outdoor lighting, traffic and other conditions caused by daily operations of the facility while in session or use.

22.6 Approximately three miles north of the Community is the Mount Pleasant Regional Airport. Some flights landing at or taking off from the airport currently pass over the Community. Jets, helicopters or other aircraft may be seen or heard overhead from the Homesite or even from within the Home. The Town of Mount Pleasant may, in the future, expand the Airport and its operations.

22.7 There are high voltage transmission lines located along Highway 17. If Buyer has questions about safety, or anything to do with the transmission lines, please call South Carolina Electric & Gas Company (SCE&G) at 1 (800) 251-7234.

22.8 As a result of the open spaces and bodies of water in and around the Community, Buyer may periodically find wild animals within the confines of the Community including, but not limited to, skunks, armadillos, nutria, opossums, deer, raccoons, spiders, snakes, bees, fire ants, alligators and other reptiles and other insects common to the area. Contact with any wild animal can be dangerous. Should Buyer encounter any such animal, Buyer is encouraged to contact Buyer's local animal control office for further instructions.

22.9 Property West of the Community. The property west of the Community is currently comprised of townhomes, single-family residential homes, and commercial and retail properties.

22.10 Property North of the Community. The property north of the Community is currently comprised of jurisdictional wetlands, undeveloped vacant land, undeveloped woodlands, single-family residential homes, and commercial and retail properties. There is also a tract of land north of the Community currently owned by South Carolina Electric & Gas Company (SCE&G), which contains power lines, power poles, transformers, and other electrical equipment.

22.11 Property East of the Community. The property east of the Community is currently comprised of undeveloped vacant land, undeveloped woodlands, townhomes, and single-family residential homes.

22.12 Property South of the Community. The property south of the Community is currently comprised of undeveloped woodlands and single-family residential homes.

22.13 Development of Adjacent Property. Buyer acknowledges that Seller's current development plans for the Community where the Home and Homesite are located may change and that no representations or warranties are made concerning the development of the Community, or any property adjacent to, surrounding, or near such Community.

22.14 Major Public Roads. The Community is located along portions of Highway 17. This road may experience heavy traffic, especially during the warm season, as major routes to and from Interstate 526.

23. **Floor and Roof Truss Support.** The Home has been designed and constructed to support typical residential loads on the floor and roof trusses. Applying excessive force to the floor or roof trusses or placing, attaching, hanging, or storing excessive loads on the floor or roof trusses, including, but not limited to, a waterbed, exercise equipment (including weights), and oversized aquariums, may result in the warping or failure of the floor, sub-floor, roof, and/or other supporting structural components of the Home.

24. **Real Estate Taxes.** When a new home is built, the full value of the home is typically not reflected in the real estate taxes until the second calendar year after construction has been completed. Seller is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what the taxes on the Home may be. Buyer should confirm any information provided concerning appraisals, tax valuation, tax rates or other tax-related questions, with Buyer's personal tax advisor and the local taxing authorities.

25. **Public Financing of Capital Improvements.** The Town of Mount Pleasant and/or Charleston County may finance certain capital improvements in the Community, may issue bonds in connection with such financing and may create one or more special tax districts within the Community to provide for repayment of such bonds.

26. **Town and County Taxes, Charges And Fees.** Property within the Community is subject to Town of Mount Pleasant and/or Charleston County taxes, utility charges, fees and may become part of a special taxing district. For additional information, contact the Treasurer's Office of Charleston County at (843) 958-4360.

27. **Addendum Not A Substitute.** Buyer acknowledges and agrees that this Addendum is not a substitute for reading the entire Governing Documents. For a more detailed explanation of any section contained in this Addendum, refer to the Governing Documents.

28. **Land Use and Title Documents.** Each Buyer by acceptance of the Deed acknowledges the Property is subject to certain title and land use documents and all amendments thereto, which may include, among other items, documents affecting title to the Property recorded in the Public Records of Charleston County and unrecorded land

use documents and/or regulations (collectively, the "**Title Documents**"). Seller's plan to build homes in the Community may necessitate, from time to time the, further amendment, modification and/or termination of the Title Documents. SELLER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS.

29. **Pre-Sale Contingency.** Seller shall have the right to terminate this Agreement and cause Buyer's deposits to be refunded in the event that Seller does not enter into binding contracts to sell at least ten percent (10%) of the homes and homesites in the Community. Seller must, however, notify Buyer of such a termination at any time within one hundred eighty (180) days following the date of the first purchase agreement for the sale of a home in the Community, otherwise Seller will be required to construct the Community and the Home and otherwise proceed to perform its obligations under this Agreement. This shall not delay the effectiveness of this Agreement, which shall be immediate, but rather, shall be deemed a "condition subsequent" to this Agreement. In the event of Seller's termination of this Agreement pursuant to this Section, upon such termination and the return of Buyer's Deposit, Seller and Buyer will be fully relieved and released from all obligations and liabilities under and in connection with this Agreement. Seller agrees to use its good faith efforts to meet the foregoing pre-sale requirement.

30. **Statements Made By Sales Staff And Brokers.** Seller wants to ensure that Seller and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Home) are set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation or understanding is put in writing and contained in the Agreement. Seller reserves the right to reject the Agreement notwithstanding the inclusion of any such item in the Agreement.**

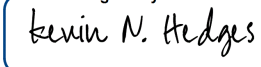
31. **Public School Assignment.** Seller does not control and cannot guarantee public school assignments for the Community. Because Seller does not control public school assignments, Seller cannot assure Buyer that public school assignments will not be changed in the future. For more information about public school assignments, Buyer should contact the Charleston County School Board.

32. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

33. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

34. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to such matters, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

35. **Survival.** All of the terms of this Addendum shall survive Closing and the delivery of the Deed.

DocuSigned by:

B38CFFA20F3E49C...
Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

PURCHASE PRICE AND PAYMENT ADDENDUM
Lennar Carolinas, LLC

Buyer Name: Kevin N. Hedges
Date of Agreement: 03/07/2015
Community: Royal Palms Lot/Block: 0051 /
Address: 1272 Dingle Road Mt Pleasant SC 29466
Plan/Elevation: SOVEREIGN / BA Garage Orientation: Left ☒ Right ☐
Phase/Section: 10 / Job #: 18886600051
Started (Y/N): N Stage: PR
Estimated Start Date: _____ Estimated Closing Date: 08/28/2015
Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☒ New Agreement ☐ Transfer ☐ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer: Kevin N. Hedges
Buyer Existing Address: 1300 Applying Drive Unit 201 Mount Pleasant SC 29464
Home Phone: _____ Office Phone: _____
Fax: _____ Cell Phone: +1 843 2702534
Email: kevinhedges@yahoo.com
Employer: _____ Years/Months: /
Co-Buyer: _____
Home Phone: _____ Office Phone: _____
Fax: _____ Cell Phone: _____
Email: _____
Employer: _____ Years/Months: /

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price:.....	\$	<u>286,990.00</u>
Add Homesite Premium:.....	\$	<u>500.00</u>
Add Options, Upgrades and Extras per attached Options, Upgrades, and Extras/Change Order Summary.....	\$	<u>16,000.00</u>
Less Discretion:.....	\$	<u>12,000.00</u>
Total Purchase Price:	\$	<u>291,490.00</u>

PAYMENTS:

Initial Deposit	Check#/Credit Card: <u>1282 /</u>	\$	<u>2,000.00</u>
<u>Additional Deposit</u>			
Due _____	Received _____	Check# _____	\$ _____ .00
Due _____	Received _____	Check# _____	\$ _____ .00
Due _____	Received _____	Check# _____	\$ _____ .00
Due _____	Received _____	Check# _____	\$ _____ .00
<u>Advanced Deposit</u>			
Due _____	Received _____	Check# _____	\$ _____ .00
Due _____	Received _____	Check# _____	\$ _____ .00

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)
(Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses and HOA fees.)

Initial KNH Initial _____ \$ 289,490.00
Buyer Buyer

CLOSING COSTS:

Seller Assistance toward closing costs (subject to contribution limits):..... \$ 5,000.00

Comments: The total purchase price and any discretion or incentive given is based on the closing of the home taking place on the estimated closing date unless otherwise agreed upon in writing by Seller.

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☒ FHA ☐ VA
Lender: UAMC Phone #: 843-852-3200
Broker Participation? ☐ Yes ☐ No
Agent/Company: Lisa Richart / REMAX
Street Address: 1350-B Ashely River Road
City, State Zip: Charleston, SC 29407
Phone:
Broker Tax ID#: Broker Commission: 3%

WARRANTY INFORMATION

LEN 100 5/2/12
*Or other comparable warranty

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the seventh day of March, 2015 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:
Kevin N. Hedges
B38CFFA20F3F49C...
Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

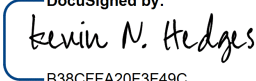
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Jennifer Petras
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Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

ENERGY ADDENDUM

THIS ENERGY ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") entered into as of the Seventh day of March , 2015, between Kevin N. Hedges ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Energy Claims.** In the marketing of the Home, certain verbal or written statements may have been made, including but not limited to statements contained in advertising and marketing material, relating to the energy efficiency, energy consumption, energy savings or energy costs of the Home. Buyer acknowledges that any such statements were estimates only and were developed by third parties based upon the design of the Home and/or various indices. Actual Home energy savings will vary due to, among numerous other factors, construction variances, floor plan, occupancy, appliance usage, thermostat settings, weather conditions, maintenance and orientation of the home. Seller provides no guarantee of savings that will be achieved by each homeowner.
3. **HERS Index.** Based on an analysis of the home's plans, a third party Home Energy Rater uses an energy efficiency software package to perform an energy analysis of the home's design. This analysis yields a projected, pre-construction HERS (Home Energy Rating System) Index. The HERS Index is a scoring system established by the Residential Energy Services Network (RESNET) in which a home built to the specifications of the HERS Reference Home (based on the 2006 International Energy Conservation Code) scores a HERS Index of 100, while a net zero energy home scores a HERS Index of 0. The lower a home's HERS Index, the more energy efficient it is in comparison to the HERS Reference Home. Each 1-point decrease in the HERS Index corresponds to an estimated 1% increase in energy efficiency compared to the HERS Reference Home. For any home with a HERS Index rating, the Buyer understands and agrees that the rating is not to be construed as a guarantee of energy savings or consumption levels. Seller makes no representations or warranties regarding the accuracy of the HERS Index.
4. **Certification Program.** In connection with the sale of the Home, Seller may have used a third party to certify that the Home was designed to certain guidelines ("**Certification Program**"). Seller makes no representations or warranties regarding any aspect of the Certification Program. Buyer acknowledges that the third party estimate is based upon analytical methods and not necessarily testing of the Home.
5. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
6. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:



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Buyer - Kevin N. Hedges

Date 3/9/2015

Buyer -

Date

Buyer -

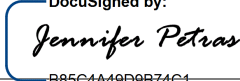
Date

Buyer -

Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:



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Authorized Agent of Seller - Jennifer Petras

Date 3/16/2015

FHA/VA ADDENDUM
AGREE TO PROCEED

☒ **If this box is checked, Buyer is financing the purchase of the Home with an FHA insured loan.** BY THE SIGNATURES BELOW, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE HOME WITH FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT THE VALUE OF THE PROPERTY SET FORTH IN THE APPRAISED VALUE STATEMENT IS LESS THAN THE TOTAL PURCHASE PRICE. BUYER AGREES TO PROCEED WITH THE CLOSING OF THE PURCHASE OF THE HOME AT THE TOTAL PURCHASE PRICE, AND BUYER FURTHER AGREES TO PAY THE DIFFERENCE AT CLOSING. BUYER HEREBY EXECUTES THIS NOTICE WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE FHA APPRAISED VALUE STATEMENT.

DocuSigned by:
Kevin N. Hedges
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Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

☐ **If this box is checked, Buyer is financing the purchase of the Home with an VA guaranteed loan.** BY THE SIGNATURES BELOW, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING THE HOME WITH FULL KNOWLEDGE, UNDERSTANDING AND AGREEMENT THAT THE VALUE OF THE PROPERTY SET FORTH IN THE AMOUNT OF REASONABLE VALUE ESTABLISHED BY THE VA OR A VA LAPP LENDER IS LESS THAN THE TOTAL PURCHASE PRICE. BUYER AGREES TO PROCEED WITH THE CLOSING OF THE PURCHASE OF THE HOME AT THE TOTAL PURCHASE PRICE, AND BUYER FURTHER AGREES TO PAY THE DIFFERENCE AT CLOSING. BUYER HEREBY EXECUTES THIS NOTICE WITHIN FIVE (5) DAYS OF BUYER'S RECEIPT OF THE AMOUNT OF REASONABLE VALUE ESTABLISHED BY THE VA OR VA LAPP LENDER.

Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

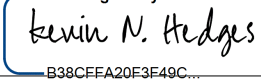
Buyer -
Date

Buyer -
Date

HOME AUTOMATION ADDENDUM

THIS HOME AUTOMATION ADDENDUM (this "**Addendum**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the Seventh day of March , 2015, between Kevin N. Hedges (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

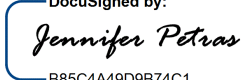
- 1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
- 2. **Nexia Home Intelligence.** The Property will be equipped with Schlage locks and Nexia Home Intelligence (formerly known as Schlage LiNK) which uses Z-Wave® technology in a secure, web-based system that allows remote monitoring and control of Z-Wave® enabled equipment. There is a monthly fee for remote access capabilities and there must be a wireless router and internet access. Nexia has agreed to provide months of free monitoring commencing at
- 3. **Nexia Home Intelligence Performance.** Buyer will receive a warranty from the manufacturer. Seller assumes no liability for either the performance of Schlage locks or Nexia Home Intelligence or the performance or availability of remote access.
- 4. **Contact Authorization.** By signing below, Buyer authorizes Nexia to contact Buyer to assist Buyer in explaining, setting up and operating the system, as well as, optional equipment that can be added to the system.
- 5. **Manufacturers' Warranty Disclaimer.** SELLER ASSIGNS AND PASSES THROUGH TO BUYER THE MANUFACTURERS' WARRANTIES FROM SCHLAGE/NEXIA AND SELLER MAKES NO WARRANTIES WITH RESPECT THERETO. SELLER DISCLAIMS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON SCHLAGE LOCKS OR NEXIA HOME INTELLIGENCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF USE, FITNESS OF USE, WORKMANSHIP OR QUALITY. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY TO THE SCHLAGE/NEXIA SYSTEM OR FOR ANY DAMAGES OR INJURY CAUSED BY SCHLAGE/NEXIA SYSTEM. SELLER'S DISCLAIMER OF MANUFACTURERS' WARRANTIES DOES NOT LIMIT OR OTHERWISE AFFECT THE WARRANTY OF ANY MANUFACTURER.
- 6. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
- 7. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
- 8. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

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Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

SELLER: Lennar Carolinas, LLC

ELECTION FORM ADDENDUM

THIS ELECTION FORM ADDENDUM (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase Agreement (the "Agreement") dated as of the Seventh day of March, 2015, between Kevin N. Hedges (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0051 of Building/Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to every other addendum attached to the Agreement, which are hereby incorporated by this reference.

2. **Affiliated Business.** Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Universal American Mortgage Company, LLC ("UAMC") and North American Title Company, and its affiliate, North American Title Insurance Corporation (collectively, "North American"). Buyer is hereby informed that Buyer is not obligated to use an affiliated business of Seller as a condition to the sale of the Home.

3. **Deposits.** Seller's standard practice within the Community is to require the following earnest money deposits:

- 3.1 Minimum of \$1,000 for owner-occupants on homes priced up to \$165,000.
- 3.2 Minimum of \$2,000 for owner-occupants on homes priced above \$165,000.
- 3.3 Minimum of \$5,000 for non owner-occupants.
- 3.4 Buyer represents, covenants and warrants to Seller that Buyer is purchasing the Home (check one):

☒ as an owner-occupant.

☐ not as an owner-occupant.

☐ as a cash buyer.

Buyer's Initials

DS

kmh

3.5 In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

4. **Mortgage Loan and Title Insurance.**

- 4.1 Buyer agrees to pay all loan and closing costs in connection with this transaction.
- 4.2 By checking one of the boxes below and initialing below the selected text, Buyer hereby selects the lender and/or title insurance company that Buyer will use in connection with the purchase of the Home.

4.2.1 ☒ Buyer elects to use UAMC (or such other lender named on the Approved Lender Addendum).

Buyer's Initials

DS

kmh

- 4.2.2 ☐ Buyer intends to purchase the Home without financing.
- 4.2.3 ☐ Buyer elects to use a lender other than UAMC (or such other lender named on the Approved Lender Addendum) as its Lender.

- 4.3 Seller will pay up to \$5,000.00 toward Buyer's Closing Costs.
- 4.4 Seller will not accept a Purchase Agreement, without a pre-approval Letter (not a pre-qualification letter), for the loan amount from a lender. Buyer must provide written loan approval within 30 days from approval of the Agreement.

5. **Closing Attorney.**

5.1 By checking the box below and initialing below the selected text, Buyer hereby selects the closing attorney that Buyer will use in connection with the purchase of the Home.

5.1.1 ☒ Buyer elects to use Seller's closing attorney, Richard E. Leister (Myrtle Beach), or Buist, Byar & Taylor (Charleston).

Buyer's Initials

DS

kmh

Buyer is hereby notified and acknowledges that Buyer is not required to use Seller's closing attorney as a condition to purchasing the Home. There are other closing attorneys available who can represent Buyer in this transaction. If Buyer desires to engage an attorney to represent Buyer, then Buyer may do so at Buyer's sole expense and will not receive the incentives set forth below. If Buyer elects to use Seller's closing attorney, Seller's closing attorney will represent Seller and Buyer in this transaction, and Seller's closing attorney cannot offer substantive legal advice to either party in connection with the sale and purchase of the Home. BUYER HAS CERTAIN RIGHTS IN CONNECTION WITH THIS TRANSACTION, AND SELLER ENCOURAGES BUYER TO CONSULT WITH ITS OWN ATTORNEY ABOUT SUCH RIGHTS, INCLUDING BUYER'S USE OF SELLER'S CLOSING ATTORNEY TO PURCHASE THE HOME. Seller's closing attorney may make additional disclosures with respect to his or her joint representation of Seller and Buyer. Seller's closing attorney may also elect not to represent Buyer in this transaction, in which case Buyer will need to hire an attorney to represent Buyer.

Buyer's Initials KS

5.1.2 ☐ Buyer elects to use an attorney other than Seller's closing attorney.

Buyer's Initials _____

6. **Governing Law.** This Agreement is governed by the law of the state where the Property is located, without regard to its conflicts of law rules.
7. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
8. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
9. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:
Kevin N. Hedges
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Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date _____

Buyer -
Date _____

Buyer -
Date _____

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras
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Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

RIDER A
(SOUTH CAROLINA)

THIS RIDER A (SOUTH CAROLINA) (this "Rider A") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") entered into as of the seventh day of MARCH , 2015, between Kevin N. Hedges ("Buyer") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider A to the Agreement shall be deemed to include references to this Rider A and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Deposit.** The Deposit received from Buyer shall be placed in a special escrow account maintained by Seller for earnest money deposits in South Carolina. Buyer shall have no right to interest upon the payments. If and to the extent such payments are deposited in any interest bearing account, then any interest on such payments shall inure to the benefit of Seller. At the time of Closing, the amount of the payments shall be credited to Buyer against the Total Purchase Price.

Buyer's Initials  _____

3. **Return of Deposit.** In the event this Agreement is cancelled for any reason other than Seller's default, the Buyer shall be required to execute and return a release form provided by the Seller prior to return of the Deposit in accordance with this Agreement, as set forth herein.

4. **Real Estate Tax Disclosure.** When a new home is built, the assessed value of the home is calculated as of January 1st. Therefore, if the Home has a certificate of occupancy issued as of January 1st of the calendar year, Buyer will be assessed based on the value of the completed construction for that tax year. Seller is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what the taxes on the Home may be. Buyer should confirm any information provided concerning appraisals, tax valuation, tax rates or other tax-related questions, with Buyer's personal tax advisor and the local taxing authorities.

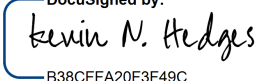
5. **Radon Gas and Environmental Pollutants.** The United States Environmental Protection Agency and various state agencies have detected elevated levels of naturally occurring radon gas in some residential structures. These agencies have expressed concern that prolonged exposure to high levels of radon gas may result in adverse effects on human health. The Seller is not having any testing done on the Property, or in the Home, with respect to radon gas or environmental pollutants. The Buyer acknowledges that Seller has made no representations or warranties, express or implied, concerning the presence or absence of radon gas or environmental pollutants in the Home or on the Property, and the Buyer acknowledges that the Seller is not qualified to analyze or evaluate these very complex issues with respect to the Home or Property. The Buyer releases the Seller from any and all liability and claims with respect to radon gas and environmental pollutants.

6. **FORM I-295.** At Closing, Seller shall provide Buyer with an affidavit on Form I-295 (Seller's Affidavit - Nonresident Seller Withholding), complying with Section 12-8-580, South Carolina Code of Laws 1976, as amended.

7. **Counterparts.** This Rider A may be executed in counterparts, a complete set of which shall form a single document.

8. **Conflicts.** In the event of any conflict between this Rider A and the Agreement, this Rider A shall control. In all other respects, the Agreement shall remain in full force and effect.

9. **Entire Agreement.** The Agreement, together with this Rider A and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Rider A or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

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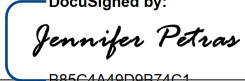
Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

RIDER B
Coastal Carolina Division

THIS RIDER B (Coastal Carolina Division) (this "Rider B") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") entered into as of the Seventh day of March, 2015, between Kevin N. Hedges ("Buyer") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider B to the Agreement shall be deemed to include references to this Rider B and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

"Closing Date Notice Period" shall mean at least seven (7) days prior to the Closing Date.

"Mortgage Contingency Period" shall mean five (5) days if this Agreement is contingent on Buyer obtaining financing as indicated in the Purchase and Sale Agreement.

2. **Additional Mortgage Contingency.** Unless Buyer shall have notified Seller otherwise writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing. If Buyer does timely notify Seller within the Mortgage Contingency Period that he/she failed to obtain a loan commitment, Seller may require Buyer to immediately reapply for a mortgage loan with another lending institution designated by Seller. If Buyer then fails to obtain a loan commitment within seven (7) days from Seller's notice to reapply, either Buyer or Seller shall have the right to terminate this Agreement whereupon the Deposit shall be returned to Buyer, and thereupon the parties hereto shall be released from all liability hereunder without any further acts by either party.

3. **Closing Costs.** BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THE AGREEMENT AND THE PURCHASE PRICE AND PAYMENT ADDENDUM), BUYER SHALL PAY CERTAIN OTHER FEES AND CLOSING COSTS, IF ANY, AT CLOSING (LISTED BELOW). IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS "CLOSING COSTS." NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO "PRO RATA SHARES" WILL BE DEEMED A TIME PRO RATION, BASED ON THE CLOSING DATE, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE CLOSING DATE. The Closing Costs include, without limitation:

3.1 The premium for a policy of mortgagee's title insurance and the cost to record the Deed. If the settlement charges that VA does not allow Buyer to pay exceed the amount of settlement charges, if any, to be paid by Seller, Seller at its sole discretion may terminate the Agreement and refund Buyer's earnest money. If the settlement charges that FHA does not allow Buyer to pay exceed the amount of settlement charges, if any, to be paid by Seller, Buyer may either pay the additional settlement charges at Closing or the additional settlement charges shall be added to the principal on Buyer's loan, regardless of whether or not the interest rate on Buyer's loan will increase as result of the addition of the settlement charges to the principal.

3.2 Attorneys' fees, costs of escrows for taxes and insurance, costs incurred to record the deed, the deed recording fee imposed pursuant to SC Code Title 12, Chapter 24, any taxes imposed upon recording of any note or mortgage, any intangible taxes, any loan fees, loan closing costs, credit report charges and PMI insurance, if applicable, charged by the Lender, and any other closing costs customarily paid by a buyer in connection with the purchase of a single family residence.

3.3 Title search updates, title examination fees, delivery charges, and any other Closing expenses of Buyer.

3.4 All additional costs respecting the Property imposed by any governmental authority.

3.5 The cost of any obligations Buyer incurs not provided for in this Agreement.

3.6 The cost of a survey of the Property.

3.7 Certified governmental liens (liens which can be paid pursuant to written notice), if any, shall be assumed and paid by Seller, pending governmental improvement liens shall be paid and assumed by Buyer.

3.8 A pro rata share of County interim service fees, if any.

3.9 A pro rata share of waste fees.

3.10 A pro rata share of utility deposits and capacity fees (water and/or sewer) for the Property prepaid by Seller.

3.11 Any other expenses of an owner of the Property provided for or referenced in the Documents.

3.12 Amounts reflected in the Master Disclosure and Information Addendum to the Purchase and Sale Agreement, if any, attached hereto and incorporated herein.

- 3.13 Current expenses of the Property (for example: taxes, special assessments and current monthly assessments to one or more homeowner's associations) will be adjusted between Seller and Buyer as of the Closing Date. Buyer shall reimburse Seller for any prepaid expenses of the Property and capital contributions made to one or more homeowners' associations, paid by Seller in advance and/or for the month in which the Closing Date occurs.
- 3.14 If real estate taxes for the year in which the Closing Date occurs are assessed in the aggregate on the real estate comprising the portion of the Community (including the Property) rather than on a homesite-by-homesite basis, Seller will pay such taxes in full when due, but Buyer will reimburse Seller at the Closing for Buyer's pro rata share of such taxes from the Closing Date (if such taxes are then known) or the Property's allocable share (so prorated) of Seller's estimate of those taxes (if such taxes are not then known), subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual tax bill is known. If taxes for the year in which the Closing Date occurs are assessed on a homesite-by-homesite basis but such taxes are not due on the Closing Date, Buyer will be responsible for paying such tax bill in full when due but Seller will reimburse Buyer at the Closing for Seller's pro rata share of such taxes (if the taxes are then known) or Seller's estimate of those taxes (if such taxes are not then known) through the Closing Date, subject to readjustment at either the request of Seller or Buyer within six (6) months from when the actual bill is known. If the Closing takes place after Seller has paid the taxes for the year in which the Closing Date occurs, Buyer will reimburse Seller at Closing for Buyer's pro rata share of those taxes from and after the Closing Date.
- 3.15 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of this Agreement, shall be paid by Buyer at the time of Closing.

4. **Additional Financing and Closing Costs Disclosures.**

- 4.1 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.
- 4.2 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOANS FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SUBJECT TO SECTION 8 OF THE AGREEMENT, SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER. IF BUYER LOCKS IN AN INTEREST RATE AND POINTS FOR LOAN FUNDING PRIOR TO CLOSING, BUYER AGREES TO PAY THE DIFFERENCE BETWEEN THE LOCK-IN RATE AND THE MARKET INTEREST RATE AT CLOSING IF THE LOCK-IN RATE EXPIRES PRIOR TO CLOSING.
- 4.3 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.

5. **Warranties.** Buyer understands and agrees that Seller is making only those express limited warranties set forth in the homeowner's warranty (the "**Limited Warranty**"). The Limited Warranty, incorporated herein, shall be delivered to Buyer at Closing and a copy of which is attached hereto **OR** a copy of which is available for examination at Seller's office and will, at Buyer's request, be attached as an exhibit to this Agreement. THE EXPRESS LIMITED WARRANTY AND REMEDIES PROVIDED BY SELLER CONSTITUTE THE EXCLUSIVE WARRANTY AND REMEDIES TO BE MADE AVAILABLE BY SELLER AND, EXCEPT WHERE ADDITIONAL WARRANTIES ARE REQUIRED BY APPLICABLE LAW OR REGULATION, ARE IN PLACE OF ALL OTHER GUARANTIES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF WORKMANSHIP, MERCHANTABILITY, HABITABILITY, SUITABILITY AND FITNESS, WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SELLER AND WAIVED BY BUYER. TO THE EXTENT OF ANY CONFLICT BETWEEN ANY PROVISION OF THIS AGREEMENT RELATED TO WARRANTIES AND THE LIMITED WARRANTY, THE PROVISIONS OF THE LIMITED WARRANTY SHALL CONTROL. All of the terms of this Section 6 shall survive Closing and the delivery of the Deed. BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE EXPRESSLY NEGOTIATED AND BARGAINED FOR THE WAIVER OF THE IMPLIED WARRANTY OF HABITABILITY, AND BUYER ACKNOWLEDGES THE SUFFICIENCY AND RECEIPT OF VALUABLE CONSIDERATION FOR SUCH WAIVER IN THE AMOUNT OF **\$.00**, WHICH AMOUNT SHALL BE CREDITED TOWARD THE PURCHASE PRICE AT CLOSING. THE CONSIDERATION AGREED UPON ABOVE HAS BEEN SPECIFICALLY NEGOTIATED BETWEEN BUYER AND SELLER.

Buyer  Buyer _____

6. **Documents.** Buyer acknowledges receipt of the Document Book for the Community containing many important documents regarding the Community, including but not limited to some of the documents of record affecting the Property and the Community (collectively, the "**Documents**"). The Document Book is hereby incorporated into this

Agreement by this reference. The Document Book may be amended as deemed necessary by Seller in its sole and absolute discretion. Buyer agrees to take title to the Property subject to the Documents, to abide by and be bound by all of the terms and conditions of the Documents, and any amendments thereto. The Master Disclosure and Information Addendum to Purchase and Sale Agreement attached hereto sets forth additional information respecting lien rights and homeowners association's restrictions affecting the Property. Buyer understands and agrees this Section shall survive the termination of this Agreement.

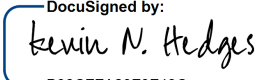
7. **Inspection of the Home.** BUYER SHALL BE GIVEN AN OPPORTUNITY TO EXAMINE THE HOME WITH SELLER'S REPRESENTATIVE PRIOR TO CLOSING ON A DATE AND TIME SCHEDULED BY SELLER (A "NEW HOME ORIENTATION," COMMONLY REFERRED TO AS A "WALKTHROUGH"). AT THAT TIME, IF ANY DEFECTIVE OR INCOMPLETE ITEMS ARE NOTED, BUYER SHALL PRESENT TO SELLER AN INSPECTION STATEMENT LISTING SAID ITEMS AND SIGNED BY BUYER. IF ANY ITEMS NOTED ARE ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN SELLER'S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR HOME IN THE COUNTY), SELLER WILL BE OBLIGATED TO CORRECT THOSE ITEMS AT SELLER'S COST. A SECOND INSPECTION OF THE HOME WILL BE CONDUCTED PRIOR TO CLOSING AT WHICH TIME BUYER WILL BE GIVEN AN OPPORTUNITY TO EXAMINE THE HOME WITH SELLER'S REPRESENTATIVE TO ACKNOWLEDGE THAT ITEMS LISTED ON THE INSPECTION STATEMENT PREPARED AFTER THE FIRST INSPECTION HAVE BEEN CORRECTED. ANY REMAINING ITEMS THAT SELLER HAS AGREED TO CORRECT WILL BE CORRECTED BY SELLER AT SELLER'S SOLE COST AND EXPENSE PRIOR TO CLOSING (OR AT SELLER'S OPTION WITHIN A REASONABLE TIME AFTER CLOSING), PROVIDED HOWEVER THAT SELLER'S OBLIGATION TO CORRECT WILL NOT BE A GROUND FOR DEFERRING CLOSING, NOR FOR ANY SETOFF, NOR FOR IMPOSING ANY CONDITION ON CLOSING AS LONG AS THE HOME IS HABITABLE. THE ISSUANCE OF A CERTIFICATE OF COMPLETION, OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY. NO ESCROW OR HOLDBACK OF CLOSING FUNDS OR ANY CASH TO CLOSE SHALL BE PERMITTED. **EXCEPT FOR WORK THAT CANNOT BE COMPLETED AT THAT TIME OF YEAR.** IF A BUYER FAILS TO TAKE ADVANTAGE OF ANY PRE-CLOSING INSPECTION ON THE TIME AND DATE SCHEDULED BY SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO INSPECT THE HOME PRIOR TO CLOSING.

8. **No Right to Enter.** Buyer acknowledges that all matters pertaining to the initial construction of the Property will be performed by Seller and Seller's representatives. Buyer acknowledges and agrees that for reasons of safety and to comply with liability and insurance requirements imposed upon Seller, neither Buyer nor any agent of Buyer shall, until after the Closing, be permitted to enter upon the Property without being accompanied by Seller's representative. Any permitted personal inspections shall be made at times designated by Seller, and shall not be allowed under any condition prior to the formal inspection described above and only with Seller's representative. Buyer agrees not to give instructions to, interfere with or interrupt any workmen at the Property. Buyer may not order any work on the Property until after the Closing. Buyer recognizes that Seller is under no obligation to agree to provide options, extras and/or upgrades. Without limiting the applicability of this Section to all obligations, representations and covenants of Buyer hereunder, Buyer specifically acknowledges that any breach by Buyer of the terms and conditions contained within this Section shall be deemed to be a material breach and shall entitle Seller to declare this Agreement to be in default in accordance with the provisions of the Buyer's Default in the Agreement. Seller's failure to promptly take any action with respect to Buyer's breach of the terms and conditions contained herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder. Whenever this Agreement shall require Seller to complete or substantially complete an item of construction, unless provided specifically to the contrary herein, such item shall be deemed complete or substantially complete when so completed, in the sole and unfettered opinion of Seller. Should Seller fail to provide any item of construction required to be provided, Buyer's sole remedy therefore will be to collect an amount from Seller equal to Seller's cost for such item and for Seller's cost of installation of such item had such item been installed at the appropriate time during construction. Without limiting Seller's rights and Buyer's obligations contained within this Section and elsewhere in this Agreement, should any warranted defects in workmanship or materials be discovered before or after the Closing, Buyer agrees that Buyer's sole remedy therefore is for Seller to, at Seller's sole and absolute discretion, either repair or replace the defective item. To the extent permitted by applicable law, Seller disclaims any liability for incidental or consequential damages that may arise from a defective item.

9. **Counterparts.** This Rider B may be executed in counterparts, a complete set of which shall form a single document.

10. **Conflicts.** In the event of any conflict between this Rider B and the Agreement, this Rider B shall control. In all other respects, the Agreement shall remain in full force and effect.

11. **Entire Agreement.** The Agreement, together with this Rider B and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Rider B or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

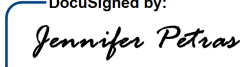
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Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

Affiliated Business Arrangement Disclosure Statement

BUYER: Kevin N. Hedges

PROPERTY: 1272 Dingle Road, Mt Pleasant SC 29466

This is to give you notice that the following companies have business relationships with each other: Universal American Mortgage Company, LLC, Lennar Carolinas, LLC and North American Advantage Insurance Services, LLC, and each of these companies is, directly or indirectly, wholly owned by Lennar Corporation. Because of these relationships, referral of services by the undersigned may provide a financial or other benefit.

Set forth below are the types of settlement services offered by these affiliated companies and the estimated charge or range of charges generally required by these companies for such settlement services. You are NOT required to use any of the companies listed above as a condition for purchase of the subject property.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Services/ Estimated Range of Charges
MORTGAGE

Universal American Mortgage Company, LLC arranges and makes mortgage loans and the following are estimated mortgage loan related charges or range of charges (not all of the charges may apply):

Description of Fee	Range of Cost
Loan Origination Charges (Block 1 of GFE)	
Loan Origination Points	0% - 1% (of the loan amount)
Loan Originator Fees	\$575 - \$900
Loan Points for Interest Rate Chosen	0% - 3% (of the loan amount)
Appraisal Fee Paid to Appraiser	\$450 - \$750
Credit Report Fee Paid to Outside Agency	\$ 12 - \$100

The actual fees charged may vary based on the size of your loan, loan program and interest rate you choose. There also will be other third party charges. You will receive a Good Faith Estimate when you apply for your mortgage loan, that will give you an estimate of all anticipated charges.

TITLE

Lester & Lester, P.A. and Buist, Byars & Taylor LLC (collectively, Attorney) provides closing services and also arranges for title insurance through numerous underwriters, one of which is North American Title Insurance Company (North American). Attorney is not affiliated with Lennar Corporation. In connection with the purchase of the subject property, we recommend Attorney to handle the closing and the issuance of any title insurance, which (if Attorney is selected by you) may be provided by North American. Because of the business relationship and arrangement described above, the referral to Attorney may provide Lennar Corporation a financial or other benefit. You are not required to use Attorney or North American.

The following are estimated charges or range of charges for the settlement services listed should North American provide the title insurance:

- * Owner's Policy:
\$3.00 per \$1,000 of purchase price up to \$50,000
\$2.50 per \$1,000 of purchase price over \$50,000 and up to \$100,000
\$1.75 per \$1,000 of purchase price over \$100,000 and up to \$500,000
\$1.50 per \$1,000 of purchase price over \$500,000 and up to \$5,000,000
\$1.00 per \$1,000 of purchase price over \$5,000,000
- * Loan Policy:
\$3.00 per \$1,000 of loan amount up to \$50,000
\$2.50 per \$1,000 of loan amount over \$50,000 and up to \$100,000
\$1.75 per \$1,000 of loan amount over \$100,000 and up to \$500,000
\$1.50 per \$1,000 of loan amount over \$500,000 and up to \$5,000,000
\$1.00 per \$1,000 of loan amount over \$5,000,000
- * Enhanced Owner's or Loan Policies are 20% more

Affiliated Business Arrangement Disclosure Statement

- * Loan Simultaneous Issue: \$75 for the amount of insurance not in excess of the Owner's Policy. Any liability amount over the Owner's Policy shall be calculated at the Loan Policy rates shown above.
- * Title Policy Endorsement(s):
\$50.00 - \$100 each for standard endorsements, 10% or 20% of policy premium for extra-risk endorsements

INSURANCE

North American Advantage Insurance Services, LLC (NAAIS) is an insurance agent that provides, among other products, homeowner's/hazard and flood insurance. Set forth below is the estimated range of charges by NAAIS for the settlement services listed.

<u>Settlement Service</u>	<u>Range of Charges - Annual Premium</u>
Hazard Insurance	.2% - 2.5% of Home Price
Flood Insurance	.1% - .5% of Home Price

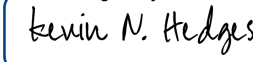
NOTE:
The above is a premium range for hazard and flood insurance. If enhancements to the standard policy such as increased limits, scheduled articles, and/or earthquake coverage are required, the premium may increase. Actual quote and acceptance by NAAIS is subject to NAAIS' application of its underwriting guidelines, including but not limited to verification of your credit score and previous loss history.

Of course, the cost of your insurance may vary due to many factors including, without limitation, the size, location and cost of your home.

Acknowledgement

I/we have read this notice and understand that Seller is referring me/us to purchase the above described settlement services and may receive a financial or other benefit as a result of this referral.

DocuSigned by:



3/9/2015

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Buyer's Signature - Kevin N. Hedges

Date

Lennar Carolinas, LLC

Printed Name of Seller

Buyer's Signature -

Date

DocuSigned by:



3/7/2015

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Sales Associate's Signature

Date

Walker Gregory

Buyer's Signature -

Date

Buyer's Signature -

Date

INSULATION ADDENDUM

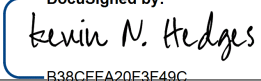
THIS INSULATION ADDENDUM (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the seventh day of MARCH , 2015, between Kevin N. Hedges (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed in the Home where conditioned space meets unconditioned space is as follows and will, according to the manufacturer, yield the R-values stated:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
Exterior Walls	Batt	3 1/2	R-13
2X6 Exterior Walls	Batt	5 1/2	R-19
Conditioned Floor Space	Batt		R-30
Main Ceilings	Blown	10 1/4	R-30

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation in the Home. The U.S. Department of Health and Human Services ("HHS") has listed fiberglass as a substance "which may reasonably be anticipated to be a carcinogen." This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a causal connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

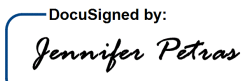
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5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

B38CFFA20F3F49C...
Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC
DocuSigned by:

B86C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

INDOOR ENVIRONMENTAL QUALITY DISCLOSURE

THIS INDOOR ENVIRONMENTAL QUALITY DISCLOSURE (this "Disclosure") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the seventh day of MARCH , 2015, between Kevin N. Hedges (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Disclosure to the Agreement shall be deemed to include references to this Disclosure and to any other disclosure and/or addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Indoor Environmental Contaminates.** There are many different types of indoor environmental contaminants, such as pet dander, dust mites and mold. Molds and other potential contaminants have been a part of our environment for millions of years. Contaminants are everywhere, indoors and outdoors. Therefore, everyone is exposed to some contaminants on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other potential contaminants vary from person to person, there are no state or federal standards concerning acceptable levels of exposure to mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illness have been linked with biological pollutants in the indoor environment, including some forms of mold. However, many of these conditions also have causes unrelated to the indoor environment. Therefore, it is unknown how many potential health problems relate exclusively to poor indoor air. Buyer should determine for himself/herself whether Buyer, Buyer's family members or any other individuals who will occupy or use the Home have special needs or increased risk to these conditions. Buyer should carefully monitor the conditions in the Home for mold growth and other contaminants.

When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture.

There are many ways to help control moisture in and beneath the Home. The U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association and others recommend taking measures such as those listed below to help control moisture in and beneath the Home. The following list is not meant to be all-inclusive.

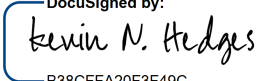
- o Fix leaking plumbing and any other source of unwanted water immediately.
- o Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, humidifiers and ventilation systems must be operated year round.
- o Raise the temperature in areas where moisture condenses on surfaces and open doors between rooms to increase air circulation in the Home, including doors to closets.
- o Have major appliances, such as furnaces, heat pumps, central air conditioners, window air conditioning units, ventilation systems and furnace attached humidifiers inspected, cleaned and serviced regularly by a qualified professional.
- o Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly and make sure that refrigerator and freezer doors seal properly.
- o Keep water away from the foundation of the Home by maintaining required slopes, drainage and keeping plantings and sprinklers the proper distance from the Home.
- o If there is a sump pump in the Home, inspect it regularly to ensure that it is properly operating.
- o If there is a crawl space or structural sub-floor, inspect the ground beneath the floor on a regular basis to make sure there is no standing or excessive water. If there is standing or excessive water, seek professional assistance to remove the water. If Buyer is interested in finishing the basement, only do so after consulting an expert to determine the suitability of the basement for a finished area.

The following are suggestions that may assist Buyer in preventing and addressing mold growth in the Home.

- o It is important that Buyer responds promptly when Buyer sees signs of moisture or mold.
- o Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.
- o Dry all water damaged areas and items immediately to prevent mold growth.
- o If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface.
- o Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.
- o Mold that is not properly and adequately removed may reappear.

Proper maintenance and cleaning of the Home is the responsibility of each homeowner and will lessen the potential for water intrusion and help to control indoor environmental contaminants. Further, it is the responsibility of each homeowner to monitor their Home on a continual basis for excessive moisture, water and mold accumulation. If Buyer discovers accumulation of water or moisture in, around or under the Home, Buyer should immediately seek to control the source of the water or moisture. Failing to control the source could result in additional damage and the growth of mold. Plumbing leaks and water penetrations that are covered by the Limited Warranty, if any, during the term of the Limited Warranty must be reported to Seller immediately. If the Limited Warranty has expired or does not cover the specific problem, Buyer should not delay in having professionals address the problem. Seller will not be responsible for, and Buyer agrees to indemnify and hold harmless Indemnified Parties from and against all Claims in connection with, water-related damages, including personal injuries or property damage caused by mold, but only to extent that the damages are caused by (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home caused by improper construction. Buyer also agrees to waive all rights of subrogation for damages resulting from water-related damages, mold growth, any personal injuries, or any remediation resulting from (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Home caused by improper construction.

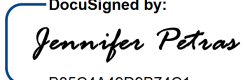
3. **Counterparts.** This Disclosure may be executed in counterparts, a complete set of which shall form a single Disclosure.
4. **Conflicts.** In the event of any conflict between this Disclosure and the Agreement or any other addenda and/or riders, this Disclosure shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

B38CFFA20F3E49C...
Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC
DocuSigned by:

B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

FHA/VA ADDENDUM

THIS FHA/VA ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the seventh day of MARCH , 2015, between Kevin N. Hedges ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **FHA/VA.** BUYER AGREES TO PROCEED WITH THE PURCHASE OF THE HOME AFTER HAVING READ BUYER'S RIGHTS AND PRIVILEGES, AS SET FORTH BELOW:

2.1 **FHA Loans.**

2.1.1 It is expressly agreed that, notwithstanding any provisions of the Agreement (contract) to the contrary, Buyer (purchaser) shall not incur any penalty by forfeiture of earnest money deposits or otherwise be obligated to complete the purchase of the Home (property described herein) unless Buyer (purchaser) has been given in accordance with the Department of Housing and Urban Development ("**HUD**"), Federal Housing Administration ("**FHA**") or United States Department of Veterans Affairs (the "**VA**") requirements, a written statement by the Federal Housing Commissioner, the VA, or a Direct Endorsement lender setting forth the appraised value of the Home (property) (for mortgage purposes) of not less than \$ 291,490.00 (which statement Seller agrees to deliver to Buyer (purchaser) promptly after such Appraised Value Statement is made available to Seller). Buyer (purchaser) shall have the privilege and option of proceeding with the consummation of the Agreement (the contract) without regard to the maximum mortgage the Department of Housing and Urban Development will insure. HUD DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME (PROPERTY). BUYER (PURCHASER) SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME (PROPERTY) ARE ACCEPTABLE.

2.1.2 In the event the value of the Property set forth in the Appraised Value Statement is less than the Total Purchase Price, Buyer shall have the right to exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the FHA Appraised Value Statement, by giving Seller written notice of Buyer's intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within **five (5)** days of Buyer's receipt of the FHA appraisal by executing and delivering to Seller an "AGREE TO PROCEED" form, a copy of which may be obtained by request to Seller. In the event Buyer fails to give proper notice hereunder of Buyer's intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer's Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

2.1.3 Buyer agrees to pay a mortgage insurance premium as required by FHA. Buyer has the right to pay the entire premium at the time of Closing or the premium may be added to the loan amount and financed over the term of the loan. If Buyer elects to add the premium to the loan amount, the total loan amount shall consist of the Cash to Close amount specified in the Purchase Price and Payment Addendum, plus the mortgage insurance premium. Pursuant to FHA regulations, Buyer shall pay an annual premium, if required, in addition to the up-front (or financed) premium. Said additional premium shall be paid monthly on a declining balance (excluding the portion of the balance, if any, attributable to the up-front premium).

2.1.4 All parties acknowledge that the processing of a government loan is not subject to specific time limitations. Nevertheless, Buyer agrees to diligently pursue such loan commitment.

2.1.5 Seller and Buyer certify that the terms of the Agreement are true and complete to the best of their respective knowledge and belief. Seller and Buyer further certify that all agreements relating to this real estate transaction have been fully disclosed and are covered in the Agreement, including any addenda attached thereto. Seller and Buyer understand that the failure to provide a complete and accurate copy of the Agreement could jeopardize this transaction. If there are any subsequent changes to the Agreement, the undersigned will submit them promptly to the Lender.

2.1.6 Buyer acknowledges that Buyer has read and completed the attached U.S. Department of Housing and Urban Development form HUD-92564-CN entitled "For Your Protection: Get a Home Inspection".

2.2 **VA Loans.**

2.2.1 It is expressly agreed that, notwithstanding any provisions of the Agreement to the contrary, Buyer shall not incur any penalty by forfeiture of earnest monies or otherwise be obligated to complete the purchase of the Home if Buyer cannot obtain a loan guaranteed by the VA, including without limitation, if the Total Purchase Price exceeds the reasonable value of the Home established by the VA or a VA lender pursuant to the Lender Appraisal Proceeding Program ("**LAPP**"). Buyer shall, however, have the privilege and option of proceeding with the consummation of the Agreement without regard to the amount of reasonable value established by the VA or a VA lender with LAPP authority. Buyer agrees that should Buyer elect to complete the purchase at an amount in excess of the reasonable value established by the VA or a VA LAPP lender, Buyer shall pay such excess amount in cash from a source that Buyer agrees to disclose to

the lender and the VA, which source Buyer represents and covenants will not be from borrowed funds except as approved by the VA.

2.2.2 To exercise the above-mentioned privilege and option to proceed at the Total Purchase Price, which is over and above the amount of reasonable value established by the VA or a VA LAPP lender, Buyer shall give Seller written notice of Buyer's intention to do so in accordance with the Agreement notice requirements. Said notice shall be given within **five (5)** days of Buyer's receipt of the amount of reasonable value established by the VA or a VA LAPP lender by executing and delivering to Seller an "AGREE TO PROCEED" form, a copy of which may be obtained by request to Seller. In the event Buyer fails to give proper notice hereunder of Buyer's intention to proceed at the Total Purchase Price, the Agreement shall automatically become null and void and the parties shall promptly execute a written release of Buyer's Deposit, pursuant to which the Deposit shall immediately be returned in full to Buyer.

2.2.3 VA DOES NOT WARRANT THE VALUE OR THE CONDITION OF THE HOME (PROPERTY). BUYER (PURCHASER) SHOULD SATISFY HIMSELF/HERSELF THAT THE PRICE AND CONDITION OF THE HOME (PROPERTY) ARE ACCEPTABLE.

2.3 Special Trust Account. If Buyer is financing the purchase of the Home with a VA guaranteed loan, the Deposit received from Buyer prior to Closing shall be placed in a special trust account with Wilmington Savings Fund Society FSB, a Federal Savings Bank ("**Trustee**") in accordance with the provisions of a Lennar Deposits Trust Agreement ("**Trust Agreement**") between Lennar Corporation on behalf of Seller and the Trustee, and as required under 38 U.S.C. §3706 or other applicable law. In the event that the Agreement is cancelled for any reason other than Seller's default and pursuant to the provisions of the Trust Agreement, if Buyer seeks a refund of the Deposit from Seller and Seller refunds the Deposit directly to Buyer, Buyer hereby authorizes the Trustee to reimburse Seller for such refund. In consideration for either Seller's or Trustee's refund of the Deposit to Buyer, Seller and Lennar Corporation shall be unconditionally released from any claim arising out of or related to the Deposit and purchase of the Home and Trustee shall be unconditionally released from any claim arising out of or related to the escrow of the Deposit in connection with the purchase of the Home.

Buyer's Initials  _____

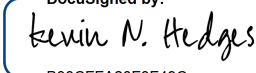
3. FHA/VA Condominium Rules. The Department of Housing and Urban Development issues rules that could impact your ability to obtain a FHA-insured or VA guaranteed loan on your condominium unit. Among other things, the rules may provide:

- 4.1 A minimum percentage of the total units which must be sold prior to endorsement of any mortgage on a unit. Valid presales include an executed sales agreement and evidence that a lender is willing to make the loan.
- 4.2 A minimum percentage of the units must be owner-occupied or sold to owners who intend to occupy the units.

Buyer agrees that if FHA or VA financing is not available that Buyer will apply for alternative financing.

- 4. Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
- 5. Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

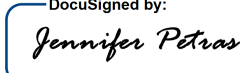
6. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

B38CFFA20F3F49C...
Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC
DocuSigned by:

B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

I/we understand the importance of getting an independent home inspection. I/we have considered this before signing a contract with the seller for a home. Furthermore, I/we have carefully read this notice and fully understand that FHA will not perform a home inspection nor guarantee the price or condition of the property.

- Signature & Date -

Signature & Date -

COOPERATING BROKER AGREEMENT

THIS COOPERATING BROKER AGREEMENT (this "Agreement") is made and entered into effective as of the seventh day of March, 2015, between REMAX ("Cooperating Broker") and Lennar Carolinas, LLC ("Seller"), respecting Lot 0051 of Block _____ in Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in that certain Purchase and Sale Agreement, by and between Kevin N. Hedges ("Buyer") and Seller, dated as of March 07, 2015.
2. **Cooperating Broker.** Notwithstanding anything contained in the Agreement to the contrary, Seller and Cooperating Broker acknowledge that Buyer has dealt with the following brokerage firm in connection with the purchase of the Property ("Cooperating Broker"):

Name of Cooperating Broker: REMAX

Address: 1350-B Ashely River Road

Business Phone:

Name of Sales Associate of Cooperating Broker: Lisa Richart

Date of Registration: 03/07/2015

Seller agrees to pay Cooperating Broker, at Closing, a commission in the amount of 3% of the **Base Purchase Price plus the Homesite Premium less any builder incentives and/or discounts to the Base Purchase Price**, as that amount is determined by the Purchase Price and Payment Addendum (the "Commission"), subject however to the terms and conditions set forth below and in the Broker Participation Policy ("Participation Policy"). As set forth herein, "incentive" shall mean the total dollar value of all consideration, incentives, discounts, credits, reductions, gifts or other inducements offered or arranged by Seller in connection with Buyer's purchase of the Property, including, without limitation, any: reduction or discount in the Total Purchase Price, Base Purchase Price, or the Homesite Premium; credit for or contribution toward Closing Costs; payment of or contribution toward assessments or capital contributions charged by any homeowner's association or Seller; payment of or contribution toward homeowner's casualty or liability insurance, and/or lease payments; financing incentive such as payment of buy down fees to the Lender; and retail value of any gift to Buyer. No Commission shall be payable by Seller unless Buyer consummates the purchase of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement; accordingly, the Commission shall not be deemed earned unless and until the Closing occurs. Cooperating Broker agrees that it shall look to Buyer for any other commission due to Cooperating Broker that is in excess of the Commission payable by Seller pursuant to this Agreement and for any commission due to any other real estate brokers or salesmen claiming to have represented Buyer in connection with the purchase of the Property. Notwithstanding the foregoing, Seller agrees to pay any and all commissions due to Seller's New Home Consultants working in Seller's sales office.

3. **Sales Associate of Cooperating Broker.** By signing below, sales associate or designated agent of Cooperating Broker ("Sales Associate") agrees, on behalf of himself/herself and on behalf of Cooperating Broker, to the terms of this Agreement. Without limiting the foregoing, Sales Associate agrees that Seller's sole responsibility hereunder is to pay the Commission to Cooperating Broker in the manner described above. Any other amounts payable to Sales Associate and/or Cooperating Broker shall be the sole responsibility of Buyer, if provided for in a separate agreement between Cooperating Broker and Buyer. In addition, Sales Associate hereby personally represents and warrants that Sales Associate has full power and authority to execute and deliver this Agreement on behalf of Cooperating Broker and that such execution of this Agreement on behalf of Cooperating Broker has been duly authorized by all necessary and proper corporate action of Cooperating Broker.
4. **Participation Policy.** By signing this Agreement, Sales Associate acknowledges that Sales Associate has read and agrees, on behalf of such Sales Associate and Cooperating Broker, to comply with the terms and conditions in the Participation Policy set forth below. This Agreement shall be null and void if Seller determines, in its absolute discretion, at any time before Closing that Sales Associate and/or Cooperating Broker has/have violated the terms of the Participation Policy. The Participation Policy follows:

4.1 In order for Cooperating Broker to receive a commission in connection with the sale of real property in the Community, Cooperating Broker or Sales Associate must register a prospective buyer (the "Prospect") in person at the sales office for the Community (phone registrations will not be accepted). Cooperating Broker or Sales Associate must accompany the Prospect during Prospect's initial visit. If the tracking system used at the sales office for the Community indicates that the Prospect was initially introduced to the Community via the internet, and/or initially registered at the sales office without being accompanied by Cooperating Broker or Sales Associate, neither Cooperating Broker nor Sales Associate shall be entitled to receive a commission in connection with the sale of real property in the Community to such Prospect. This registration is effective for the period of their realtor buyers contract ("Registration Period"). Cooperating Broker may extend the Registration Period as needed.

Broker 
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4.2 Cooperating Broker shall be entitled to receive the Commission, provided that the Prospect (i) is properly registered, (ii) contracts to purchase a home from the on-site sales staff in the Community ("**New Home Consultant**") before the expiration of the Registration Period, and (iii) closes on the transaction pursuant to the Purchase and Sale Agreement for the Property. Notwithstanding the foregoing, in the event two or more brokers claim that they are entitled to a commission from having registered a Prospect, the cooperating broker who is the procuring cause of the sale will be entitled to the commission. This registration, or any extension thereof, does not protect Cooperating Broker or Sales Associate from another broker or sales associate registering the same Prospect in the Community.

4.3 Seller will pay the Commission to Cooperating Broker, provided that the terms and conditions contained herein are satisfied and except as otherwise set forth above relating to later-registering cooperating brokers. In all cases, Sales Associate agrees to look solely to Cooperating Broker for payment of any commission. By way of example, if Sales Associate terminates his/her employment with a registered Cooperating Broker who is entitled to a commission pursuant to this Participation Policy, then Sales Associate shall have no claim against Seller with respect to such commission.

4.4 Cooperating Broker and Sales Associate acknowledge that this Participation Policy, the registration forms, sign-up sheets and other incentives, contracts, or forms given to Prospects or buyers of homes are trade secrets of Seller. Cooperating Broker agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, damages, losses, costs and expenses of whatever nature or kind, including reasonable attorneys' fees, paraprofessional fees and costs relating to or arising out of any claim against Seller as a result of conduct or representations made by Cooperating Broker and/or Sales Associate. In the event that Seller must enforce or defend any of the terms and conditions of this Participation Policy, Seller shall be entitled to collect from Cooperating Broker reasonable attorneys' fees, paraprofessional fees and costs.

5. **Cooperating Broker Status, Duties and Prohibitions.** Sales Associate, on behalf of himself/herself and on behalf of Cooperating Broker, hereby represents, warrants and covenants as follows:

[**SALES ASSOCIATE MUST INITIAL 5.1 AND 5.2 BELOW IF SERVING AS A SINGLE AGENT, **OR** 5.4 BELOW IF SERVING AS A DUAL AGENT**]

DS
[Signature]

Initials

5.1 Cooperating Broker is a licensed real estate broker in the State of South Carolina and is serving as a single agent on behalf of Buyer in the purchase of the Home. Cooperating Broker agrees to provide Seller with a copy of their current and valid broker license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer.

DS
[Signature]

Initials

5.2 Sales Associate is a licensed real estate broker or salesperson in the State of South Carolina and is a designated agent of Cooperating Broker serving as a single agent on behalf of Buyer in the purchase of the Home. Sales Associate agrees to provide Seller with a copy of their current and valid license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer.

DS
[Signature]

Initials

5.3 Each of Cooperating Broker and Sales Associate shall comply with all requirements of applicable law as an agent on behalf of Buyer in their representation of Buyer in the purchase of the Home and will assist the parties with communication, interposition, advisement, negotiation, contract terms and closing.

DS
[Signature]

Initials

5.4 The Cooperating Broker and/or Sales Associate is/are a licensed real estate broker and/or salesperson in the State of South Carolina, and is serving as a disclosed dual agent for both the Buyer and the Seller. Cooperating Broker and/or Sales Associate hereby agree to provide Seller with a copy of their current and valid license within fifteen (15) days of the execution of the Purchase and Sale Agreement by Buyer. Cooperating Broker and/or Sales Associate agree that they shall not, without express permission, disclose that the Seller will accept a price less than the listing price or that Buyer will pay a price greater than the offered price.

6. **Cooperating Broker Bonus.** If completed, Seller agrees to pay Cooperating Broker, at Closing, a bonus in the amount of \$.00.

7. **Acknowledgment by Cooperating Broker.** This document supersedes any previous Registration Form filed by the Cooperating Broker or any of its agents or employees with the Seller, its agents or employees. Violation by the Cooperating Broker of any provision of this document will constitute a breach of this document by the Cooperating Broker and will, at the Seller's election, void any obligation of the Seller to pay a commission or fee to the Cooperating Broker and will, at the Seller's election, entitle the Seller to whatever remedies it may have at law or in equity.

8. **Governing Law.** This Agreement is governed by South Carolina law, without regard to its conflicts of law

DS
[Signature]

Broker

rules.

9. **Conflicts.** In the event of any conflict between this Cooperating Broker Agreement and the Purchase and Sale Agreement or any other addenda and/or riders, this Disclosure shall control. In all other respects, the Purchase and Sale Agreement shall remain in full force and effect.

10. **Counterparts.** This Agreement may be executed in counterparts, a complete set of which shall form a single document.

11. **Entire Agreement.** This Agreement sets forth the entire agreement between Seller, Cooperating Broker and Sales Associate and shall not be altered, modified or amended unless such amendment is set forth in writing and signed by all parties to this Agreement.

COOPERATING BROKER:

REMAX, by
its Sales Associate

DocuSigned by:
Lisa Richart
By: 72D5FCD0E8C344C...

Print Name: Lisa Richart

Date: 3/8/2015

SALES ASSOCIATE:

DocuSigned by:
Walker Gregory
C84C5398EF214CD...

Print Name: Walker Gregory

Date: 3/7/2015

Seller: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras
B85C4A49D9B74C1...

Authorized Agent of Seller - Jennifer Petras

Date: 3/16/2015

COOPERATING BROKER ADDENDUM

THIS COOPERATING BROKER ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") dated as of the seventh day of March , 2015, between Kevin N. Hedges (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to every other addendum attached to the Agreement, which are hereby incorporated by this reference.
2. **Cooperating Broker.** Notwithstanding anything contained in the Agreement to the contrary, Seller and Buyer acknowledge that Buyer has dealt with the following brokerage firm in connection with the purchase of the Property ("**Cooperating Broker**"):

Name of Cooperating Broker: REMAX

Address: 1350-B Ashely River Road

Business Phone:

Name of Sales Associate of Cooperating Broker: Lisa Richart

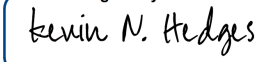
Date of Registration: 03/07/2015

Seller agrees to pay Cooperating Broker, at Closing, a commission in the amount of (3%) of the **Base Purchase Price plus the Homesite Premium less any builder incentives and/or discounts to the Base Purchase Price**, as that amount is determined by the Purchase Price and Payment Addendum (the "**Commission**"), subject however to the terms and conditions set forth below and in a separate Cooperating Broker Agreement ("**Broker Agreement**")... As set forth herein, "incentive" shall mean the total dollar value of all consideration, incentives, discounts, credits, reductions, gifts or other inducements offered or arranged by Seller in connection with Buyer's purchase of the Property, including, without limitation, any: reduction or discount in the Total Purchase Price, Base Purchase Price, or the Homesite Premium; credit for or contribution toward Closing Costs; payment of or contribution toward assessments or capital contributions charged by any homeowner's association or Seller; payment of or contribution toward homeowner's casualty or liability insurance, and/or lease payments; financing incentive such as payment of buy down fees to the Lender; and retail value of any gift to Buyer. No Commission shall be payable by Seller unless Buyer consummates the purchase of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement; accordingly, the Commission shall not be deemed earned unless and until the Closing occurs. Buyer agrees that it shall be responsible for any other commission due to Cooperating Broker that is in excess of the Commission payable by Seller pursuant to this Addendum and the Broker Agreement and for any commission due to any other real estate brokers or salesmen claiming to have represented Buyer in connection with the purchase of the Property. Notwithstanding the foregoing, Seller agrees to pay any and all commissions due to Seller's New Home Consultants working in Seller's sales office.

3. **Governing Law.** This Addendum is governed by the law of the state where the Property is located, without regard to its conflicts of law rules.
4. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
5. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

6. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

7. **Survival.** All of the terms of this Addendum shall survive Closing and the delivery of the Deed.

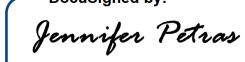
DocuSigned by:

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Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

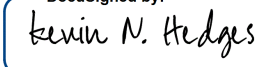
ADDENDUM FOR NATURAL STONE FLOORS AND COUNTERTOPS

THIS ADDENDUM FOR NATURAL STONE FLOORS AND COUNTERTOPS (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the seventh day of MARCH , 2015, between Kevin N. Hedges (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Lot 0051 of Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community").

- 1. Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
- 2. Natural Stone Flooring and Countertops.** Natural stones with varying colors and mineral compositions ("Stone") are found in quarries throughout the world. Stone including, without limitation, marble and granite, are therefore products of nature and vary in color, markings, shade, and texture. Buyer acknowledges that Stone is not uniform and that Seller can make no guarantees regarding the color, markings, shade, and texture of the Stone to be used in the Home. Buyer further acknowledges and Seller makes the following disclosures regarding the Stone to be used/installed in Buyer's Home:

 - 2.1 Cleaning.** Care should be exercised when cleaning Stone. No chemicals should be used to clean stone other than those cleaners specifically designed to clean Stone.
 - 2.2 Natural Inconsistencies.** Stone contains natural inconsistencies which will be present in Stone flooring and/or countertops in the Home; such natural inconsistencies are normal and are not defects.
 - 2.3 Edges and Corners.** There may be changes in the patterning of Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning is normal and is not a defect.
 - 2.4 Fissures and Pits.** Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.
 - 2.5 Spots, Freckles, and Rust.** Spots, freckles, and/or rust may appear in Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Stone; such spots, freckles, and rust are not defects.
 - 2.6 Seams.** Stone is almost never seamless due to the techniques employed to cut the slab of Stone in a way that preserves the maximum beauty of such Stone. Pieces of Stone must therefore be fitted together and the Stone used in the Home will not be seamless and may have visible seams, which are not defects.
 - 2.7 Wallboard and Plaster.** Stone is cut by machine to be straight. Irregularities occurring in the Home may mean that the installer has to force pieces of Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking and putty may be used to fill imperfections in walls and floors in order to install Stone flooring and countertops. There may be such shims, caulking and/or putty in the Stone used in the Home, which shims, caulking and/or putty are used to enhance the installation and are not defects.
 - 2.8 Staining.** Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.
 - 2.9 Sink Cabinet.** The cabinet directly under the sink shall be six (6) inches larger than the sink, as a sink of larger size will preclude natural adjustment of seams and edges of Stone countertop and may result in a deterioration of the Stone countertop.
- 3. Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
- 4. Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

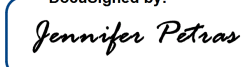
DocuSigned by:

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Buyer - Kevin N. Hedges
Date 3/9/2015

Buyer -
Date

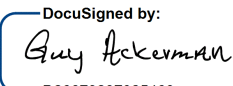
Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date 3/16/2015

I have completed the sales review of the above purchase agreement documents.

DocuSigned by:

D26673237325463...

Sales Reviewer Guy Ackerman

Date 3/12/2015

Options Summary

Change Order No: 999
Current Stage No.: PR

PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
Custom									
1	03/07/2015		ADD Walker Gregory OP	999	A295200	2" Faux wood blines base home	575	1	575
Den/Study									
2	12/02/2014		ADD Walker Gregory HS	1	A110110.1888660.2108	FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/STUDY & POWDER ROOM	12000	1	12000
Hard Window Treatments									
3	03/07/2015		ADD Walker Gregory OP	999	A295201.1888660.2108	2" FAUX WOOD BLINDS OPT FINISHED 1ST FLOOR AREA	100	1	100
Hardwood									
4	12/02/2014		ADD Walker Gregory HS	1	A245110.1888660.2108	OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PLAN)	1700	1	1700
Notes									
5	12/02/2014		ADD Walker Gregory HS	1	A100140.1888660.2108	EXTERIOR TRIM COLOR SELECTION Preference: EXT Trim - ALMOND Choice:	0	1	0
6	12/02/2014		ADD Walker Gregory HS	1	A100145.1888660.2108	FRONT DOOR COLOR SELECTION Preference: EXT Front Door & Shutter - BLACK Choice: Black brown	0	1	0
7	12/02/2014		ADD Walker Gregory HS	1	A100150.1888660.2108	SHUTTER COLOR SELECTION Preference: EXT Front Door & Shutter - BLACK Choice: Black	0	1	0
8	12/02/2014		ADD Walker Gregory HS	1	A100170.1888660.2108	SHINGLES - ARCHITECTURAL COLOR SELECTION Preference: EXT Shingle Color - WEATHERED GRAY Choice: Weathered Gray	0	1	0
9	12/02/2014		ADD Walker Gregory HS	1	A100180.1888660.2108	INTERIOR PAINT - WALLS,CEILING INTERIOR TRIM COLOR SELECTION Preference: INT Paint Color - Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss Choice: Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss	0	1	0
10	03/07/2015		ADD Walker Gregory OP	1	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION	0	1	0
11	12/02/2014	03/07/2015	ADD Walker Gregory DEL Walker Gregory HS	999	A100200.1888660.2108	***DELETED***CABINETS - BASE KITCHEN COLOR SELECTION	0	-1	0
12	03/07/2015		ADD Walker Gregory OP	1	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION	0	1	0

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Options Summary

Change Order No: 999
Current Stage No.: PR

PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/

LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466

BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
13	~~12/02/2014~~	03/07/2015	~~ADD~~ Walker Gregory DEL Walker Gregory HS	999	~~A100210.1888660.2108~~	~~***DELETED***CABINETS~~ BATHROOMS COLOR SELECTION	0	-1	0
14	12/02/2014		ADD Walker Gregory HS	1	A100235.1888660.2108	COUNTERTOPS - KITCHEN GRANITE COLOR SELECTION Preference: INT Granite Countertops Choice: Giallo Ornamental	0	1	0
15	12/02/2014		ADD Walker Gregory HS	1	A100295.1888660.2108	PLUMBING - KITCHEN SINK PRODUCT/COLOR SELECTION Preference: INT Granite Undermount SS Sink - Double Bowl Choice:	0	1	0
16	12/02/2014		ADD Walker Gregory HS	1	A100345.1888660.2108	FLOORING - TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
17	12/02/2014		ADD Walker Gregory HS	1	A100355.1888660.2108	FLOORING - HARDWOOD PRODUCT/COLOR SELECTION Preference: INT 3" Oak Town Hardwood Floor Color Choice: Oak Cherry	0	1	0
18	12/02/2014		ADD Walker Gregory HS	1	A100360.1888660.2108	FLOORING - CARPET PRODUCT/COLOR SELECTION Preference: INT Carpet Color - CHS PORTICO MOHAWK 727 CANVAS CLOTH Choice:	0	1	0
19	12/02/2014		ADD Walker Gregory HS	1	A100365.1888660.2108	KITCHEN TILE BACKSPASH PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
20	12/02/2014		ADD Walker Gregory HS	1	A100380.1888660.2108	SHOWER TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
Screen Lanai/All Season P									
21	12/02/2014		ADD Walker Gregory HS	1	A119229.1888660.2108	SCREEN PORCH PER PLAN	1275	1	1275
Stairs/Railings									
22	12/02/2014		ADD Walker Gregory HS	1	A166852.1888660.2108	OPT STAINED OAK RAIL W/PICKETS ALONG 2ND RAKE WALL PER PLAN	350	1	350

Any non-standard (custom) options shall be paid in full in advance (cash or check). This money is non-refundable.
The signature of the New Home Consultant/Designer does not constitute acceptance of these changes by the Seller. These changes shall not be binding until executed by an Authorized Agent of the Seller. The stage of construction of the home may preclude approval of these changes by Seller.

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Options Summary

Change Order No: 999
Current Stage No.: PR

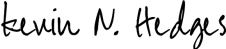
PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)

AGREED:

DocuSigned by:



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3/9/2015

PURCHASER - Kevin Hedges

DATE

PURCHASER -

DATE

PURCHASER -

DATE

DocuSigned by:



C84C5398EF214CD...

3/7/2015

NEW HOME CONSULTANT/DESIGNER

DATE

CONSTRUCTION APPROVAL

DATE

SALES APPROVAL

DATE

CONSTRUCTION PRINTED NAME

FINAL APPROVAL - SELLER:

DocuSigned by:



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3/16/2015

Jennifer Petras

DATE

BY: SELLER'S AUTHORIZED REPRESENTATIVE

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

Options Summary

Change Order No: 4
Current Stage No.: PR

PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
Custom									
1	03/07/2015		ADD Walker Gregory OP	2	A295200	2" Faux wood blines base home	575	1	575
Den/Study									
2	12/02/2014		ADD Walker Gregory HS	1	A110110.1888660.2108	FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/STUDY & POWDER ROOM	12000	1	12000
Hard Window Treatments									
3	03/07/2015		ADD Walker Gregory OP	2	A295201.1888660.2108	2" FAUX WOOD BLINDS OPT FINISHED 1ST FLOOR AREA	100	1	100
Hardwood									
4	12/02/2014		ADD Walker Gregory HS	1	A245110.1888660.2108	OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PLAN)	1700	1	1700
Notes									
5	12/02/2014		ADD Walker Gregory HS	1	A100140.1888660.2108	EXTERIOR TRIM COLOR SELECTION Preference: EXT Trim - ALMOND Choice:	0	1	0
6	12/02/2014		ADD Walker Gregory HS	1	A100145.1888660.2108	FRONT DOOR COLOR SELECTION Preference: EXT Front Door & Shutter - BLACK Choice: Black brown	0	1	0
7	12/02/2014		ADD Walker Gregory HS	1	A100150.1888660.2108	SHUTTER COLOR SELECTION Preference: EXT Front Door & Shutter - BLACK Choice: Black	0	1	0
8	12/02/2014		ADD Walker Gregory HS	1	A100170.1888660.2108	SHINGLES - ARCHITECTURAL COLOR SELECTION Preference: EXT Shingle Color - WEATHERED GRAY Choice: Weathered Gray	0	1	0
9	12/02/2014		ADD Walker Gregory HS	1	A100180.1888660.2108	INTERIOR PAINT - WALLS,CEILING INTERIOR TRIM COLOR SELECTION Preference: INT Paint Color - Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss Choice: Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss	0	1	0
10	03/18/2015		ADD Walker Gregory HS	4	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
11	03/07/2015		ADD Walker Gregory OP	2	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION	0	1	0
12	03/07/2015		ADD Walker Gregory OP	2	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION	0	1	0

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Options Summary

Change Order No: 4
Current Stage No.: PR

PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/

LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466

BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
13	03/07/2015		ADD Walker Gregory HS	3	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
14	~~12/02/2014~~	03/07/2015	~~ADD Walker Gregory~~ DEL Walker Gregory HS	999	~~A100200.1888660.2108~~	~~***DELETED***CABINETS - BASE KITCHEN COLOR SELECTION~~	0	-1	0
15	03/18/2015		ADD Walker Gregory HS	4	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
16	03/07/2015		ADD Walker Gregory OP	2	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION	0	1	0
17	03/07/2015		ADD Walker Gregory OP	2	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION	0	1	0
18	03/07/2015		ADD Walker Gregory HS	3	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
19	~~12/02/2014~~	03/07/2015	~~ADD Walker Gregory~~ DEL Walker Gregory HS	999	~~A100210.1888660.2108~~	~~***DELETED***CABINETS - BATHROOMS COLOR SELECTION~~	0	-1	0
20	12/02/2014		ADD Walker Gregory HS	1	A100235.1888660.2108	COUNTERTOPS - KITCHEN GRANITE COLOR SELECTION Preference: INT Granite Countertops Choice: Giallo Ornamental	0	1	0
21	12/02/2014		ADD Walker Gregory HS	1	A100295.1888660.2108	PLUMBING - KITCHEN SINK PRODUCT/COLOR SELECTION Preference: INT Granite Undermount SS Sink - Double Bowl Choice:	0	1	0
22	12/02/2014		ADD Walker Gregory HS	1	A100345.1888660.2108	FLOORING - TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
23	12/02/2014		ADD Walker Gregory HS	1	A100355.1888660.2108	FLOORING - HARDWOOD PRODUCT/COLOR SELECTION Preference: INT 3" Oak Town Hardwood Floor Color Choice: Oak Cherry	0	1	0
24	12/02/2014		ADD Walker Gregory HS	1	A100360.1888660.2108	FLOORING - CARPET PRODUCT/COLOR SELECTION Preference: INT Carpet Color - CHS PORTICO MOHAWK 727 CANVAS CLOTH Choice:	0	1	0

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ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

Options Summary

Change Order No: 4
Current Stage No.: PR

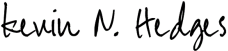
PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
25	12/02/2014		ADD Walker Gregory HS	1	A100365.1888660.2108	KITCHEN TILE BACKSPASH PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
26	12/02/2014		ADD Walker Gregory HS	1	A100380.1888660.2108	SHOWER TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
Screen Lanai/All Season P									
27	12/02/2014		ADD Walker Gregory HS	1	A119229.1888660.2108	SCREEN PORCH PER PLAN	1275	1	1275
Stairs/Railings									
28	12/02/2014		ADD Walker Gregory HS	1	A166852.1888660.2108	OPT STAINED OAK RAIL W/PICKETS ALONG 2ND RAKE WALL PER PLAN	350	1	350

Any non-standard (custom) options shall be paid in full in advance (cash or check). This money is non-refundable.
The signature of the New Home Consultant/Designer does not constitute acceptance of these changes by the Seller. These changes shall not be binding until executed by an Authorized Agent of the Seller. The stage of construction of the home may preclude approval of these changes by Seller.

AGREED:

DocuSigned by:

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PURCHASER - Kevin Hedges

DATE

PURCHASER -

DATE

PURCHASER -

DATE

PURCHASER -

DATE

DocuSigned by:

C84C5398EF214CD...

NEW HOME CONSULTANT/DESIGNER

DATE

CONSTRUCTION APPROVAL

DATE

SALES APPROVAL

DATE

CONSTRUCTION PRINTED NAME

FINAL APPROVAL - SELLER:

DocuSigned by:

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BY: Jennifer Petras

3/27/2015

SELLER'S AUTHORIZED REPRESENTATIVE

Jennifer Petras

DATE

Options Summary

Change Order No: 5
Current Stage No.: PR

PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
Custom									
1	03/07/2015		ADD Walker Gregory OP	2	A295200	2" Faux wood blines base home	575	1	575
Den/Study									
2	12/02/2014		ADD Walker Gregory HS	1	A110110.1888660.2108	FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/STUDY & POWDER ROOM	12000	1	12000
Hard Window Treatments									
3	03/07/2015		ADD Walker Gregory OP	2	A295201.1888660.2108	2" FAUX WOOD BLINDS OPT FINISHED 1ST FLOOR AREA	100	1	100
Hardwood									
4	12/02/2014		ADD Walker Gregory HS	1	A245110.1888660.2108	OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PLAN)	1700	1	1700
Notes									
5	12/02/2014		ADD Walker Gregory HS	1	A100140.1888660.2108	EXTERIOR TRIM COLOR SELECTION Preference: EXT Trim - ALMOND Choice:	0	1	0
6	12/02/2014		ADD Walker Gregory HS	1	A100145.1888660.2108	FRONT DOOR COLOR SELECTION Preference: EXT Front Door & Shutter - BLACK Choice: Black brown	0	1	0
7	12/02/2014		ADD Walker Gregory HS	1	A100150.1888660.2108	SHUTTER COLOR SELECTION Preference: EXT Front Door & Shutter - BLACK Choice: Black	0	1	0
8	12/02/2014		ADD Walker Gregory HS	1	A100170.1888660.2108	SHINGLES - ARCHITECTURAL COLOR SELECTION Preference: EXT Shingle Color - WEATHERED GRAY Choice: Weathered Gray	0	1	0
9	12/02/2014		ADD Walker Gregory HS	1	A100180.1888660.2108	INTERIOR PAINT - WALLS,CEILING INTERIOR TRIM COLOR SELECTION Preference: INT Paint Color - Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss Choice: Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss	0	1	0
10	03/18/2015		ADD Walker Gregory HS	4	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
11	03/07/2015		ADD Walker Gregory OP	2	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION	0	1	0
12	03/07/2015		ADD Walker Gregory OP	2	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION	0	1	0

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

Options Summary

Change Order No: 5
Current Stage No.: PR

PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
13	03/07/2015		ADD Walker Gregory HS	3	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
14	~~12/02/2014~~	03/07/2015	~~ADD Walker Gregory~~ DEL Walker Gregory HS	999	~~A100200.1888660.2108~~	~~***DELETED***CABINETS - BASE KITCHEN COLOR SELECTION~~	0	-1	0
15	03/18/2015		ADD Walker Gregory HS	4	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
16	03/07/2015		ADD Walker Gregory OP	2	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION	0	1	0
17	03/07/2015		ADD Walker Gregory OP	2	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION	0	1	0
18	03/07/2015		ADD Walker Gregory HS	3	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
19	~~12/02/2014~~	03/07/2015	~~ADD Walker Gregory~~ DEL Walker Gregory HS	999	~~A100210.1888660.2108~~	~~***DELETED***CABINETS - BATHROOMS COLOR SELECTION~~	0	-1	0
20	03/29/2015		ADD Walker Gregory HS	5	A100235.1888660.2108	COUNTERTOPS - KITCHEN GRANITE COLOR SELECTION Preference: INT Granite Countertops Choice: Blanco Leblon	0	1	0
21	~~12/02/2014~~	03/29/2015	~~ADD Walker Gregory~~ DEL Walker Gregory HS	5	~~A100235.1888660.2108~~	~~***DELETED***COUNTERTOPS - KITCHEN GRANITE COLOR SELECTION~~	0	-1	0
22	12/02/2014		ADD Walker Gregory HS	1	A100295.1888660.2108	PLUMBING - KITCHEN SINK PRODUCT/COLOR SELECTION Preference: INT Granite Undermount SS Sink - Double Bowl Choice:	0	1	0
23	12/02/2014		ADD Walker Gregory HS	1	A100345.1888660.2108	FLOORING - TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
24	12/02/2014		ADD Walker Gregory HS	1	A100355.1888660.2108	FLOORING - HARDWOOD PRODUCT/COLOR SELECTION Preference: INT 3" Oak Town Hardwood Floor Color Choice: Oak Cherry	0	1	0

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

Options Summary

Change Order No: 5
Current Stage No.: PR

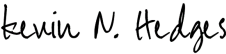
PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
25	12/02/2014		ADD Walker Gregory HS	1	A100360.1888660.2108	FLOORING - CARPET PRODUCT/COLOR SELECTION Preference: INT Carpet Color - CHS PORTICO MOHAWK 727 CANVAS CLOTH Choice:	0	1	0
26	12/02/2014		ADD Walker Gregory HS	1	A100365.1888660.2108	KITCHEN TILE BACKSPASH PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
27	12/02/2014		ADD Walker Gregory HS	1	A100380.1888660.2108	SHOWER TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
Screen Lanai/All Season P									
28	12/02/2014		ADD Walker Gregory HS	1	A119229.1888660.2108	SCREEN PORCH PER PLAN	1275	1	1275
Stairs/Railings									
29	12/02/2014		ADD Walker Gregory HS	1	A166852.1888660.2108	OPT STAINED OAK RAIL W/PICKETS ALONG 2ND RAKE WALL PER PLAN	350	1	350

Any non-standard (custom) options shall be paid in full in advance (cash or check). This money is non-refundable.
The signature of the New Home Consultant/Designer does not constitute acceptance of these changes by the Seller. These changes shall not be binding until executed by an Authorized Agent of the Seller. The stage of construction of the home may preclude approval of these changes by Seller.

AGREED:

DocuSigned by:

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3/30/2015

PURCHASER - Kevin Hedges

DATE

PURCHASER -

DATE

PURCHASER -

DATE

DocuSigned by:

C84C5398EF214CD...

3/29/2015

NEW HOME CONSULTANT/DESIGNER

DATE

PURCHASER -

DATE

CONSTRUCTION APPROVAL

DATE

SALES APPROVAL

DATE

CONSTRUCTION PRINTED NAME

FINAL APPROVAL - SELLER:

BY: 
B85C4A49D9B74C1...

Jennifer Petras

SELLER'S AUTHORIZED REPRESENTATIVE

4/6/2015

DATE

Options Summary

Change Order No: 5
Current Stage No.: PR

PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/

LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466

BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
Custom									
1	03/07/2015		ADD Walker Gregory OP	2	A295200	2" Faux wood blines base home	575	1	575
Den/Study									
2	12/02/2014		ADD Walker Gregory HS	1	A110110.1888660.2108	FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/STUDY & POWDER ROOM	12000	1	12000
Hard Window Treatments									
3	03/07/2015		ADD Walker Gregory OP	2	A295201.1888660.2108	2" FAUX WOOD BLINDS OPT FINISHED 1ST FLOOR AREA	100	1	100
Hardwood									
4	12/02/2014		ADD Walker Gregory HS	1	A245110.1888660.2108	OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PLAN)	1700	1	1700
Notes									
5	12/02/2014		ADD Walker Gregory HS	1	A100140.1888660.2108	EXTERIOR TRIM COLOR SELECTION Preference: EXT Trim - ALMOND Choice:	0	1	0
6	12/02/2014		ADD Walker Gregory HS	1	A100145.1888660.2108	FRONT DOOR COLOR SELECTION Preference: EXT Front Door & Shutter - BLACK Choice: Black brown	0	1	0
7	12/02/2014		ADD Walker Gregory HS	1	A100150.1888660.2108	SHUTTER COLOR SELECTION Preference: EXT Front Door & Shutter - BLACK Choice: Black	0	1	0
8	12/02/2014		ADD Walker Gregory HS	1	A100170.1888660.2108	SHINGLES - ARCHITECTURAL COLOR SELECTION Preference: EXT Shingle Color - WEATHERED GRAY Choice: Weathered Gray	0	1	0
9	12/02/2014		ADD Walker Gregory HS	1	A100180.1888660.2108	INTERIOR PAINT - WALLS,CEILING INTERIOR TRIM COLOR SELECTION Preference: INT Paint Color - Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss Choice: Walls & Ceilings - Shell White Flat/Interior Trim - Deluxe White 914 - Semi Gloss	0	1	0
10	03/18/2015		ADD Walker Gregory HS	4	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
11	03/07/2015		ADD Walker Gregory OP	2	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION	0	1	0
12	03/07/2015		ADD Walker Gregory OP	2	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION	0	1	0

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

Options Summary

Change Order No: 5
Current Stage No.: PR

PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/

LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466

BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
13	03/07/2015		ADD Walker Gregory HS	3	A100200.1888660.2108	CABINETS - BASE KITCHEN COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
14	~~12/02/2014~~	03/07/2015	~~ADD Walker Gregory~~ DEL Walker Gregory HS	999	~~A100200.1888660.2108~~	~~***DELETED***CABINETS - BASE KITCHEN COLOR SELECTION~~	0	-1	0
15	03/18/2015		ADD Walker Gregory HS	4	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
16	03/07/2015		ADD Walker Gregory OP	2	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION	0	1	0
17	03/07/2015		ADD Walker Gregory OP	2	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION	0	1	0
18	03/07/2015		ADD Walker Gregory HS	3	A100210.1888660.2108	CABINETS - BATHROOMS COLOR SELECTION Preference: INT Cabinet Color Choice: Wheat	0	1	0
19	~~12/02/2014~~	03/07/2015	~~ADD Walker Gregory~~ DEL Walker Gregory HS	999	~~A100210.1888660.2108~~	~~***DELETED***CABINETS - BATHROOMS COLOR SELECTION~~	0	-1	0
20	03/29/2015		ADD Walker Gregory HS	5	A100235.1888660.2108	COUNTERTOPS - KITCHEN GRANITE COLOR SELECTION Preference: INT Granite Countertops Choice: Blanco Leblon	0	1	0
21	~~12/02/2014~~	03/29/2015	~~ADD Walker Gregory~~ DEL Walker Gregory HS	5	~~A100235.1888660.2108~~	~~***DELETED***COUNTERTOPS - KITCHEN GRANITE COLOR SELECTION~~	0	-1	0
22	12/02/2014		ADD Walker Gregory HS	1	A100295.1888660.2108	PLUMBING - KITCHEN SINK PRODUCT/COLOR SELECTION Preference: INT Granite Undermount SS Sink - Double Bowl Choice:	0	1	0
23	12/02/2014		ADD Walker Gregory HS	1	A100345.1888660.2108	FLOORING - TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
24	12/02/2014		ADD Walker Gregory HS	1	A100355.1888660.2108	FLOORING - HARDWOOD PRODUCT/COLOR SELECTION Preference: INT 3" Oak Town Hardwood Floor Color Choice: Oak Cherry	0	1	0

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

Options Summary

Change Order No: 5
Current Stage No.: PR

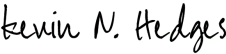
PURCHASER(S): Kevin Hedges
COMMUNITY: Royal Palms
PHASE/SECTION: 60/
LOT: 0051
ADDRESS: 1272 Dingle Road, Mt Pleasant SC 29466
BLOCK: GROUP: 18886600051
PLAN/ELEVATION/GAR: 2108/BA/L

Total: \$16,000

#	Add Date	Del Date	Add/Del	Chg Order	Code	Option Description	Price	Qty	Total (\$)
25	12/02/2014		ADD Walker Gregory HS	1	A100360.1888660.2108	FLOORING - CARPET PRODUCT/COLOR SELECTION Preference: INT Carpet Color - CHS PORTICO MOHAWK 727 CANVAS CLOTH Choice:	0	1	0
26	12/02/2014		ADD Walker Gregory HS	1	A100365.1888660.2108	KITCHEN TILE BACKSPASH PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
27	12/02/2014		ADD Walker Gregory HS	1	A100380.1888660.2108	SHOWER TILE PRODUCT/COLOR SELECTION Preference: INT Ceramic Tile - BRIXTON SAND Choice: Brixton Sand	0	1	0
Screen Lanai/All Season P									
28	12/02/2014		ADD Walker Gregory HS	1	A119229.1888660.2108	SCREEN PORCH PER PLAN	1275	1	1275
Stairs/Railings									
29	12/02/2014		ADD Walker Gregory HS	1	A166852.1888660.2108	OPT STAINED OAK RAIL W/PICKETS ALONG 2ND RAKE WALL PER PLAN	350	1	350

Any non-standard (custom) options shall be paid in full in advance (cash or check). This money is non-refundable.
The signature of the New Home Consultant/Designer does not constitute acceptance of these changes by the Seller. These changes shall not be binding until executed by an Authorized Agent of the Seller. The stage of construction of the home may preclude approval of these changes by Seller.

AGREED:

DocuSigned by:

B38CFFA20F3F49C...
PURCHASER - Kevin Hedges
DATE 3/30/2015

PURCHASER -
DATE

PURCHASER -
DATE

PURCHASER -
DATE

DocuSigned by:

C84C5398EF214CD...
NEW HOME CONSULTANT/DESIGNER
DATE 3/29/2015

CONSTRUCTION
APPROVAL
DATE

SALES APPROVAL
DATE

CONSTRUCTION PRINTED NAME

FINAL APPROVAL - SELLER:

BY: 
B85C4A49D9B74C1...
SELLER'S AUTHORIZED REPRESENTATIVE
Jennifer Petras

4/6/2015
DATE

PURCHASE PRICE AND PAYMENT ADDENDUM
Lennar Carolinas, LLC

Buyer Name: Kevin N. Hedges
Date of Agreement: 03/07/2015
Community: Royal Palms Lot/Block: 0051 /
Address: 1279 Dingle Road Mt Pleasant SC 29466
Plan/Elevation: SOVEREIGN / BA Garage Orientation: Left ☒ Right ☐
Phase/Section: 10 / Job #: 18886600051
Started (Y/N): Y Stage: 09
Estimated Start Date: 04/17/2015 Estimated Closing Date: 10/01/2015
Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☐ New Agreement ☐ Transfer ☒ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer: Kevin N. Hedges
Buyer Existing Address: 1300 Applying Drive Unit 201 Mount Pleasant SC 29464
Home Phone: Office Phone:
Fax: Cell Phone: +1 843 2702534
Email: kevinhedges@yahoo.com
Employer: Years/Months: /
Co-Buyer:
Home Phone: Office Phone:
Fax: Cell Phone:
Email:
Employer: Years/Months: /

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price:.....	\$	<u>286,990.00</u>
Add Homesite Premium:.....	\$	<u>500.00</u>
Add Options, Upgrades and Extras per attached Options, Upgrades, and Extras/Change Order Summary.....	\$	<u>16,000.00</u>
Less Discretion:.....	\$	<u>12,000.00</u>
<u>Total Purchase Price:</u>	\$	<u>291,490.00</u>

PAYMENTS:

<u>Initial Deposit</u>	Check#/Credit Card: <u>1282 /</u>	\$	<u>2,000.00</u>
<u>Additional Deposit</u>			
Due _____	Received _____	Check# _____	\$ _____ .00
Due _____	Received _____	Check# _____	\$ _____ .00
Due _____	Received _____	Check# _____	\$ _____ .00
Due _____	Received _____	Check# _____	\$ _____ .00
<u>Advanced Deposit</u>			
Due _____	Received _____	Check# _____	\$ _____ .00
Due _____	Received _____	Check# _____	\$ _____ .00

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)
(Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses and HOA fees.)

Initial KNH Initial _____ \$ 289,490.00
Buyer Buyer

CLOSING COSTS:

Seller Assistance toward closing costs (subject to contribution limits):..... \$ 5,000.00

Comments: The total purchase price and any discretion or incentive given is based on the closing of the home taking place on the estimated closing date unless otherwise agreed upon in writing by Seller.

Should the closing not take place on the estimated closing date for any other reason than the failure of Seller to construct the home in a timely manner, all discretion, realtor bonuses, and additional commissions will be forfeited unless otherwise agreed upon in writing by Buyer and Seller.

In order to be eligible to purchase the Home, You must pre-qualify with Universal American Mortgage Company, regardless of an existing pre-approval through another lending institution or Your intention to make application to another lending institution. You expressly acknowledge and understand that the pre-qualification through UAMC does not require You to ultimately finance the purchase of Your Home through UAMC.

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☒ FHA ☐ VA
Lender: UAMC Phone #: 843-852-3200
Broker Participation? ☒ Yes ☐ No
Agent/Company: Lisa Richart / REMAX
Street Address: 1350-B Ashely River Road
City, State Zip: Charleston, SC 29407
Phone: _____
Broker Tax ID#: _____ Broker Commission: 3%

WARRANTY INFORMATION

LEN 100 5/2/12
*Or other comparable warranty

REVISED AGREEMENT

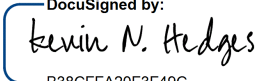
Old Total Agreement Price: \$.00
New Total Agreement Price: \$ 291,490.00
Reasons for rewrite: to correct street address

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the seventh day of March, 2015 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

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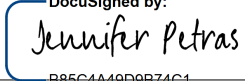
Buyer - Kevin N. Hedges
Date 9/28/2015

Buyer -
Date _____

Buyer -
Date _____

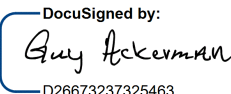
Buyer -
Date _____

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 10/1/2015

I have completed the sales review of the above purchase agreement documents.

DocuSigned by:

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Sales Reviewer Guy Ackerman

Date 9/28/2015

PURCHASE PRICE AND PAYMENT ADDENDUM
Lennar Carolinas, LLC

Buyer Name: Kevin N. Hedges
Date of Agreement: 03/07/2015
Community: Royal Palms Lot/Block: 0051 /
Address: 1279 Dingle Road Mt Pleasant SC 29466
Plan/Elevation: SOVEREIGN / BA Garage Orientation: Left ☒ Right ☐
Phase/Section: 10 / Job #: 18886600051
Started (Y/N): Y Stage: 09
Estimated Start Date: 04/17/2015 Estimated Closing Date: 10/01/2015
Purchase Type: ☒ Primary ☐ Secondary ☐ Investment
Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☐ New Agreement ☐ Transfer ☒ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer(s): Kevin N. Hedges
Buyer Existing Address: 1300 Appling Drive Unit 201 Mount Pleasant SC 29464
Home Phone: Office Phone:
Fax: Cell Phone: +1 843 2702534
Email: kevinhedges@yahoo.com
Employer: Years/Months: /
Co-Buyer:
Home Phone: Office Phone:
Fax: Cell Phone:
Email:
Employer: Years/Months: /

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price	\$	<u>286,990.00</u>
Add Homesite Premium	\$	<u>500.00</u>
Add Options, Upgrades and Extras per attached Options, Upgrades, and Extras/Change Order Summary.....	\$	<u>16,000.00</u>
Less Discretion	\$	<u>12,000.00</u>
Total Purchase Price:	\$	<u>291,490.00</u>

PAYMENTS:

Initial Deposit Check#/Credit Card: 1282 / \$ 2,000.00

Additional Deposit

Due _____	Received _____	Check# _____	\$ _____	.00
Due _____	Received _____	Check# _____	\$ _____	.00
Due _____	Received _____	Check# _____	\$ _____	.00
Due _____	Received _____	Check# _____	\$ _____	.00

Advanced Deposit

Due _____	Received _____	Check# _____	\$ _____	.00
Due _____	Received _____	Check# _____	\$ _____	.00

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)

(Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses and HOA fees.)

Initial DS Initial _____

Buyer Buyer

CLOSING COSTS: \$ 289,490.00
Seller Assistance toward closing costs (subject to contribution limits):.....
\$ 6,073.00

Comments: The total purchase price and any discretion or incentive given is based on the closing of the home taking place on the estimated closing date unless otherwise agreed upon in writing by Seller.
Should the closing not take place on the estimated closing date for any other reason than the failure of Seller to construct the home in a timely manner, all discretion, realtor bonuses, and additional commissions will be forfeited unless otherwise agreed upon in writing by Buyer and Seller.
In order to be eligible to purchase the Home, You must pre-qualify with Universal American Mortgage Company, regardless of an existing pre-approval through another lending institution or Your intention to make application to another lending institution. You expressly acknowledge and understand that the pre-qualification through UAMC does not require You to ultimately finance the purchase of Your Home through UAMC.

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☒ FHA ☐ VA
Lender: UAMC Phone #: 843-852-3200
Broker Participation? ☒ Yes ☐ No
Agent/Company: Lisa Richart / REMAX
Street Address: 1350-B Ashely River Road
City, State Zip: Charleston, SC 29407
Phone: _____
Broker Tax ID#: _____ Broker Commission: 3%

WARRANTY INFORMATION

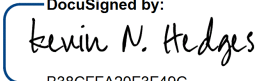
LEN 100 5/2/12
*Or other comparable warranty

REVISED AGREEMENT

Old Total Agreement Price: \$.00
New Total Agreement Price: \$ 291,490.00
Reasons for rewrite: increase closing costs incentive for rate lock extension

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the seventh day of March, 2015 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

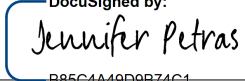
DocuSigned by:

B38CFFA20F3F49C...
Buyer - Kevin N. Hedges
Date 11/6/2015

Buyer -
Date

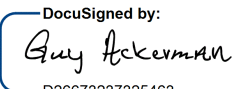
Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date 11/9/2015

I have completed the sales review of the above purchase agreement documents.

DocuSigned by:

D26673237325463...

Sales Reviewer Guy Ackerman

Date 11/6/2015

Exhibit 3

18886600058 - 1254 Dingle Road [Detail](#) [Options](#) [Documents](#) [Notes](#) [EPO/BC](#) [Job Overview](#)

Tasks: 180

Actual COE: 3/25/2016

Pre-Construction

Task Status	Task Name	Supplier Name	Seq	SP	Lead Date	Start Date	End Date	!* Start	Comp	Mark Excpt	PO Status	Resched Date	Skip
S	L-Homesite Clear/Bal (Prep Homesite)(404601) (P)	Self Supplied	1/20	N	06/01/2015	06/08/2015	06/08/2015	*					
	Plot Plan (M)	Self Supplied	1/5	N	06/23/2015	06/30/2015	06/30/2015	!* x	7/29		REC		
	T- Erosion Control (Silt Fence) (405405) [7684863 - 24394474-000] [OP] (P)	Integrated Site Management LLC	1/35	Y	06/25/2015	06/30/2015	06/30/2015	! x	7/29		REC		

Construction

Task Status	Task Name	Supplier Name	Seq	SP	Lead Date	Start Date	End Date	!* Start	Comp	Mark Excpt	PO Status	Resched Date	Skip
	Underground Electrical (R)	Self Supplied	1/140	N	05/22/2015	06/12/2015	06/12/2015	!	6/29				
	Building Corners (403405) [6965137 - 22288022-000] [OP] [AI] (P)	Parker Land Surveying LLC	1/10	Y	05/29/2015	06/05/2015	06/05/2015	!* x	6/19		REC		
	Plumbing Slab (415201) [6042501 - 24028772-000] [OP] (P)	Campbell Plumbing Inc.	1/85	Y	06/01/2015	06/08/2015	06/10/2015	!* x	6/19		REC		
	Form Board Survey (403465) [6965137 - 24028713-000] [OP] (P)	Parker Land Surveying LLC	1/55	Y	06/02/2015	06/05/2015	06/05/2015	!* x	6/19		REC		
	** MEMO - Set Form / Dia Footer (Home Start) (M)	Carolina Foundations LLC	1/25	Y	06/05/2015	06/05/2015	06/05/2015	!* x	6/22		REC		
	Pour Mono Slab (408215) [8300665 - 24028733-000] [OP] (P)	Carolina Foundations LLC	1/110	Y	06/08/2015	06/11/2015	06/11/2015	!* x	6/29		REC		
	L-Foundation-Concrete (Slab Labor) (408205) [8300665 - 24028730-000] [OP] (P)	Carolina Foundations LLC	1/125	Y	06/08/2015	06/11/2015	06/11/2015	! x	6/29		REC		
	T-Pole Inspection (R)	Self Supplied	1/80	N	06/11/2015	06/12/2015	06/12/2015	!	6/29				
	Compact Test Slab-Mono (403610) [7791183 - 24028717-000] [OP] (P)	Geometrics Consulting LLC	1/100	Y	06/11/2015	06/15/2015	06/15/2015	! x	6/22		REC		
	Trench (M)	Self Supplied	1/75	N	06/19/2015	06/30/2015	06/30/2015	! x	7/29		REC		
	M-Roof Trusses (411028) [5638214 - 24028765-000] [OP] (P)	Carpenter Contractors of America	1/205	Y	06/22/2015	07/22/2015	07/22/2015	! x	7/29		REC		
	Set T-Pole (M)	Self Supplied	1/60	N	06/23/2015	06/30/2015	06/30/2015	! x	7/29		REC		
	M-Lumber - 1st Floor (411007) [4968537 - 24028749-000] [OP] (P)	84 Lumber - Georgetown, SC	1/160	Y	06/24/2015	07/01/2015	07/01/2015	! x	7/29		REC		
	M-Lumber - Package 1st Floor (411001) [4968537 - 24028739-000] [OP] (P)	84 Lumber - Georgetown, SC	1/165	Y	06/24/2015	07/01/2015	07/02/2015	!* x	7/29		REC		
	Set Form Boards (M)	Self Supplied	1/30	N	06/25/2015	06/30/2015	07/02/2015	!* x	7/29		REC		
	Prep Slab and Footings (M)	Self Supplied	1/95	N	06/25/2015	06/30/2015	07/01/2015	!* x	7/29		REC		
	T-Intermediate Grade (404801) [4108908 - 24028720-000] [OP] (P)	ELI Inc	1/145	Y	06/25/2015	06/30/2015	07/01/2015	!* x	2/19		REC		
	Slab Plumbing Inspection (M)	Self Supplied	1/90	N	06/26/2015	06/30/2015	06/30/2015	!* x	7/29		REC		
	Footings/Poly Inspection (M)	Self Supplied	1/105	N	06/26/2015	06/30/2015	06/30/2015	!* x	7/29		REC		
	GMS Strategic Solutions Inc		1/170	Y	06/29/2015	07/07/2015	07/07/2015	! x	8/10		REC		

✓	T-Walboard Final (433215) [7920221 - 24028792-0001] TOP (P)	CEBS Construction LLC	1/185	Y	06/29/2015	07/02/2015	07/09/2015	!*	x	8/14	REC
✓	L-Frame - Interior - 1st Floor (Truss/Deck/Interior) (411205) [8371391 - 24028768-0001] TOP [A] (P)	CEBS Construction LLC	1/185	Y	06/29/2015	07/02/2015	07/09/2015	!*	x	8/14	REC
✓	M-Lumber 2nd Floor (411013) [4968537 - 24028756-0001] TOP (P)	84 Lumber - Georgetown, SC	1/175	Y	06/30/2015	07/08/2015	07/08/2015	!	x	7/29	REC
✓	M-Floor Truss 3rd Floor (411032) [5638214 - 24028767-0001] TOP (P)	Carpenter Contractors of America	1/200	Y	06/30/2015	07/15/2015	07/15/2015	!	x	7/29	REC
✓	M-Floor Truss 2nd Floor (411030) [5638214 - 24028766-0001] TOP (P)	Carpenter Contractors of America	1/150	Y	07/01/2015	07/09/2015	07/09/2015	!	x	7/29	REC
✓	M-Lumber 3rd Floor (411017) [4968537 - 24028764-0001] TOP (P)	84 Lumber - Georgetown, SC	1/195	Y	07/08/2015	07/15/2015	07/15/2015	!	x	7/29	REC
✓	Locate Party Wall (403475) [6965137 - 24028715-0001] TOP (P)	Parker Land Surveying LLC	1/190	Y	07/27/2015	07/30/2015	07/30/2015	!	x	9/1	REC
✓	EPO: M-Lumber - 1st Floor (411007) [4968537 - 25229214-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	08/17/2015	08/24/2015	08/24/2015	!	x	9/16	REC
✓	EPO: M-Lumber - Package 1st Floor (411001) [4968537 - 25253106-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	08/18/2015	08/25/2015	08/25/2015	!	x	9/1	REC
✓	EPO: M-Lumber - 1st Floor (411007) [4968537 - 25253107-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	08/18/2015	08/25/2015	08/25/2015	!	x	9/1	REC
✓	EPO: M-Lumber - 1st Floor (411007) [4968537 - 25253108-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	08/18/2015	08/25/2015	08/25/2015	!	x	9/1	REC
✓	Exterior Clean 1 (462601) [2993561 - 24028826-0001] TOP (P)	Medinas Hauling Charleston Division Inc	1/290	Y	08/24/2015	08/27/2015	08/27/2015	!	x	10/16	REC
✓	EPO: M-Lumber - Package 1st Floor (411001) [4968537 - 25414086-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	09/03/2015	09/11/2015	09/11/2015	!	x	9/16	REC
✓	EPO: M-Lumber - Package 1st Floor (411001) [4968537 - 25414087-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	09/03/2015	09/11/2015	09/11/2015	!	x	9/16	REC
✓	EPO: M-Lumber 3rd Floor (411017) [4968537 - 25414088-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/620	Y	09/03/2015	09/11/2015	09/11/2015	!	x	9/16	REC
✓	T-Fireplace-Firebox Set (421201) [4455838 - 24028835-0001] TOP (P)	Fireside Hearth Home	1/275	Y	09/09/2015	09/23/2015	09/23/2015	!	x	9/23	REC
✓	L-Roofing (431601) [7885366 - 24028791-0001] TOP (P)	Alpha Omega Construction Group Inc	1/265	Y	09/16/2015	09/23/2015	09/23/2015	!	x	9/23	REC
✓	EPO: M-Lumber - 1st Floor (411007) [4968537 - 25509596-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	09/17/2015	09/24/2015	09/24/2015	!	x	9/29	REC
✓	T-Safety Railings (413610) [7901266 - 24028771-0001] TOP (P)	Onsite Safety Inc	1/325	Y	09/18/2015	09/23/2015	09/23/2015	!	x	9/23	REC
✓	Exterior Door/Window Material & Labor(423601) [2153932 - 24028781-0001] TOP (P)	BUILDERS FIRST SOURCE	1/335	Y	09/18/2015	10/09/2015	10/09/2015	!	x	10/26	REC
✓	Frame 2nd Floor and Roof (M)	CEBS Construction LLC	1/225	Y	09/23/2015	09/24/2015	09/24/2015	!	x	9/23	REC
✓		CEBS Construction LLC	1/295	Y	09/23/2015	09/24/2015	09/24/2015	!	x	9/23	REC

https://www.hyphensolutions.com/LenBuild/Jobs/JME3.aspx?aspbridge_sessionid={C437... 11/5/2019

	EPO: L-Brick Labor 1 (426201) [4597414 - 26122428-0001] [UAI] (P)																		
✓	Back Charge CEBS due to floor squeak [8371391 - 26030433-0001] [UAI] (P)	CEBS Construction LLC	1/2660	Y	11/10/2015	11/17/2015	11/17/2015	!	x	10/28									REC
S	EPO: M-Lumber 2nd Floor (411013) [4968537 - 240287] (P)	84 Lumber - Georgetown, SC	1/580	Y	11/11/2015	11/18/2015	11/18/2015	!											
✓	EPO: M-Lumber 3rd Floor (411017) [4968537 - 26037932-0001] [UAI] (P)	84 Lumber - Georgetown, SC	1/620	Y	11/11/2015	11/18/2015	11/18/2015	!	x	11/24									REC
✓	L-Siding Final (428001) [8371391 - 24028786-0001] [OP] [AI] (P)	CEBS Construction LLC	1/385	Y	11/18/2015	11/18/2015	11/23/2015	!	x	2/19									REC
S	T-Plumbing-Final-All Firs (416699) (P)	Self Supplied	1/805	N	11/19/2015	11/30/2015	11/30/2015	!											
S	T-Interior Clean Final (462230) (P)	Self Supplied	1/830	N	11/19/2015	11/30/2015	11/30/2015	!											
S	T-Interior Clean Rough (462201) (P)	Self Supplied	1/930	N	11/19/2015	11/30/2015	11/30/2015	!											
S	Quality Assurance Complete (M)	Self Supplied	1/940	N	11/19/2015	11/30/2015	11/30/2015	!											
✓	EPO: T-Flooring - Carpet (455205) [8106310 - 26030432-0001] [UAI] (P)	Advanced Flooring Design LLC	1/2660	Y	11/19/2015	11/30/2015	11/30/2015	!	x	1/5									REC
✓	EPO to treat wood members before drywall due to mo [7519673 - 26388274-0001] [UAI] (P)	Environmental Clean Air Services	1/560	N	11/20/2015	12/01/2015	12/02/2015	!	x	1/5									REC
✓	EPO: Power Wash (463901) [2353441 - 25780448-0001] [UAI] (P)	5 Star Inc	1/3100	Y	11/23/2015	11/30/2015	11/30/2015	!	x	10/29									REC
✓	EPO: Power Wash (463901) [2353441 - 26090684-0001] [UAI] (P)	5 Star Inc	1/3100	Y	11/23/2015	11/30/2015	11/30/2015	!	x	11/24									REC
✓	T-Batt Insulation (429210) [2155680 - 24028789-0001] [OP] (P)	Gale Insulation Inc	1/415	Y	11/24/2015	12/03/2015	12/04/2015	!	x	1/5									REC
✓	M-Interior Trim 1 (435445) [2153932 - 24028798-0001] [OP] (P)	BUILDERS FIRST SOURCE	1/565	Y	11/24/2015	12/24/2015	12/28/2015	!	x	1/5									REC
✓	M-Inter Spec Trim (435455) [2153932 - 24028799-0001] [OP] (P)	BUILDERS FIRST SOURCE	1/570	Y	11/24/2015	12/24/2015	12/28/2015	!	x	1/5									REC
✓	L-Wallboard (Hang, Tape, Spray) (433601) [4107534 - 24028794-0001] [OP] [AI] (P)	Cohen s Drywall	1/460	Y	11/30/2015	12/07/2015	12/18/2015	!	x	1/5									REC
S	CLOSE HOME (M)	Build Pro admin	1/950	N	11/30/2015	11/30/2015	11/30/2015	!											
✓	Insulation Inspection (M)	Self Supplied	1/425	N	12/03/2015	12/04/2015	12/04/2015	!	x	1/5									REC
✓	EPO for lumber needed for trellis and decking [4968537 - 26228104-0001] [UAI] (P)	84 Lumber - Georgetown, SC	1/620	Y	12/03/2015	12/10/2015	12/10/2015	!	x	12/14									REC
✓	Energy Inspection (M)	Self Supplied	1/420	N	12/04/2015	12/04/2015	12/04/2015	!	x	2/12									REC
✓	L-Cabinets-Install (443601) [7022907 - 24028808-0001] [OP] (P)	Timberlake Cabinetry	1/585	Y	12/08/2015	01/04/2016	01/05/2016	!	x	1/5									REC
✓	T-Countertop-Culture (445205) [2152796 - 24028811-0001] [OP] (P)	UNIQUE MARBLE DESIGNS	1/635	Y	12/16/2015	01/05/2016	01/07/2016	!	x	1/20									REC

✓	T-Countertops Manu Stone (445215) [8726957 - 24028812-0001] [OP] [A] (P)	Eugenus Granite Marble	1/645	N	12/16/2015	01/05/2016	01/07/2016	!	x	1/20	REC
✓	T-Blown Insulation (429215) [2155680 - 24028790-0001] [OP] (P)	Gale Insulation Inc	1/590	Y	12/17/2015	12/28/2015	12/28/2015	!	x	1/5	REC
✓	L-Interior Trim (435610) [4432417 - 24028800-0001] [OP] (P)	Two Brothers Construction LLC	1/620	N	12/17/2015	12/28/2015	12/28/2015	!	x	1/5	REC
✓	EPO: T-HVAC-Condenser/Final (417215) [8476329 - 26337441-0001] [UA] (P)	Ecospec Environmental Inspections LLC	1/2740	Y	12/17/2015	12/28/2015	12/29/2015	!	x	1/5	REC
✓	Request Appliances 1st Drop (R)	Self Supplied	1/550	N	12/18/2015	12/21/2015	12/21/2015	!		1/25	
✓	T-Paint-Int Prime/Prep (437201) [4107534 - 24028802-0001] [OP] [A] (P)	Cohen s Drywall	1/630	Y	12/18/2015	12/29/2015	12/30/2015	!	x	1/5	REC
✓	EPO: M-Cornice (ext trim (427801) [7820280 - 26337442-0001] [UA] (P)	Alsides	1/1100	Y	12/18/2015	12/29/2015	12/29/2015	!	x	1/5	REC
✓	EPO: T-Siding (427601) [4293592 - 26464487-0001] [UA] (P)	ABC Supply Co. Inc	1/1180	Y	12/21/2015	12/30/2015	12/30/2015	!	x	1/20	REC
✓	EPO: M-Interior Trim 1 (435445) [2153932 - 26654184-0001] [UA] (P)	BUILDERS FIRST SOURCE	1/1900	Y	12/21/2015	01/23/2016	01/23/2016	!	x	2/12	REC
✓	EPO: M-Cornice (ext trim (427801) [7820280 - 26388218-0001] [UA] (P)	Alsides	1/1100	Y	12/22/2015	12/31/2015	12/31/2015	!	x	1/5	REC
✓	EPO: M-Lumber - Package 1st Floor (411001) [4968537 - 26410893-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	12/23/2015	01/05/2016	01/05/2016	!	x	1/7	REC
✓	T-Flooring-Ceramic Tile (455220) [8106310 - 24028821-0001] [OP] (P)	Advanced Flooring Design LLC	1/595	Y	12/23/2015	01/05/2016	01/06/2016	!	x	2/4	REC
✓	T-Surrounds-Tile (447201) [8106310 - 24028813-0001] [OP] (P)	Advanced Flooring Design LLC	1/765	Y	12/23/2015	01/05/2016	01/06/2016	!	x	1/20	REC
✓	T-Painting-Interior (437205) [4107534 - 24028803-0001] [OP] [A] (P)	Cohen s Drywall	1/675	Y	12/28/2015	01/06/2016	01/07/2016	!	x	1/7	REC
✓	T-Electrical-Final (419215) [7791255 - 24028779-0001] [OP] (P)	Edgewater Mechanical Service LLC	1/795	Y	12/28/2015	01/06/2016	01/11/2016	!	x	1/25	REC
✓	M-Electric - Light Fix (419401) [5288445 - 24028780-0001] [OP] (P)	Ferguson Enterprises	1/860	Y	12/28/2015	01/06/2016	01/06/2016	!	x	1/7	REC
✓	EPO: T-Siding (427601) [4293592 - 26410894-0001] [UA] (P)	ABC Supply Co. Inc	1/1180	Y	12/28/2015	01/06/2016	01/06/2016	!	x	1/7	REC
✓	T-Appliance 1 (Dishwasher) (449201) [6775675 - 24028814-0001] [OP] (P)	General Electric Company	1/885	Y	12/29/2015	01/14/2016	01/14/2016	!	x	1/20	REC
✓	T-Countertop-Tile/BackSplash (445201) [8106310 - 24028810-0001] [OP] (P)	Advanced Flooring Design LLC	1/800	Y	01/04/2016	01/11/2016	01/12/2016	!	x	1/20	REC
✓	M-Doors-Int Locks/Hdwr (435425) [2153932 - 24028797-0001] [OP] (P)	BUILDERS FIRST SOURCE	1/660	Y	01/06/2016	01/13/2016	01/13/2016	!	x	1/20	REC
✓	L-Interior Trim Final (435615) [4432417 - 24028801-0001] [OP] (P)	Two Brothers Construction LLC	1/705	N	01/06/2016	01/13/2016	01/13/2016	!	x	1/25	REC
✓	T-HVAC-Condenser/Final (417215) [7201681 - 24028777-0001] [OP] (P)	Olde Towne Heating and Air	1/855	Y	01/06/2016	01/13/2016	01/14/2016	!	x	1/25	REC

✓	T-Mirrors (451201) [2153203 - 24028818-000] [OP] (P)	Carolina Shelving Mirror	1/655	Y	01/08/2016	01/15/2016	01/22/2016	!	x	1/20	REC
✓	T-FP Mantel (421801) [4455838 - 24028836-000] [OP] (P)	Fireside Hearth Home	1/605	Y	01/11/2016	01/26/2016	01/26/2016	!	x	2/4	REC
✓	T-Window Cover/Blinds (453201) [7649355 - 24294768-000] [OP] (P)	Builders Blinds LLC	1/710	Y	01/12/2016	02/02/2016	02/02/2016	!	x	1/20	REC
✓	EPO: M-Cornice (ext trim 427801) [7820280 - 26598122-000] [UA] (P)	Alsie	1/1100	Y	01/12/2016	01/20/2016	01/20/2016	!	x	2/4	REC
✓	EPO: Power Wash (463901) [2353441 - 26735286-000] [UA] (P)	5 Star Inc	1/3100	Y	01/15/2016	01/21/2016	01/21/2016	!	x	2/9	REC
✓	Silt Fence Maintenance (405420) [7684863 - 25626236-000] [OP] (P)	Integrated Site Management, LLC	1/525	Y	01/19/2016	01/26/2016	01/26/2016	!	x	2/12	REC
✓	T-Garage Door Install (441201) [2155680 - 24028807-000] [OP] (P)	Gale Insulation Inc	1/755	Y	01/19/2016	01/26/2016	01/27/2016	!	x	2/4	REC
✓	T-Plumbing-Final (415215) [6042501 - 24028775-000] [OP] (P)	Campbell Plumbing Inc.	1/810	Y	01/19/2016	01/26/2016	01/27/2016	!	x	2/3	REC
✓	L-Interior Clean Rough (462645) [7684863 - 24028829-000] [OP] [A] (P)	Integrated Site Management, LLC	1/840	Y	01/19/2016	01/26/2016	01/26/2016	!	x	1/25	REC
✓	T-Plumbing Top Out (415210) [6042501 - 24028774-000] [OP] (P)	Campbell Plumbing Inc.	1/865	Y	01/19/2016	01/26/2016	01/29/2016	!	x	2/3	REC
✓	Drywall Point-Up (M)	Self Supplied	1/665	N	01/21/2016	01/26/2016	01/26/2016	!	x	2/19	REC
✓	A/C Turn on (M)	Self Supplied	1/680	N	01/21/2016	01/26/2016	01/26/2016	!	x	2/19	REC
✓	T-Painting-Exterior (437225) [4107534 - 24028806-000] [OP] [A] (P)	Cohen s Drywall	1/465	Y	01/22/2016	01/27/2016	02/01/2016	!	x	2/12	REC
✓	L-Flatwork (457601) [8300665 - 24028822-000] [OP] (P)	Carolina Foundations LLC	1/485	Y	01/22/2016	01/29/2016	02/01/2016	!	x	2/3	REC
✗	L-Wallboard Clean (462615) [5330640 - 24028827-000] [OP] [A] (P)	Nature's Calling Inc	1/560	Y	01/22/2016	01/26/2016	01/26/2016	!	?	?	CAN
✓	EPO: T-Erosion Control Maint (405415) [7684863 - 26730756-000] [UA] (P)	Integrated Site Management, LLC	1/865	Y	01/22/2016	01/29/2016	01/29/2016	!	x	2/12	REC
✓	EPO: Exterior Door/Window Material & Labor (423601) [2153932 - 26777403-000] [UA] (P)	BUILDERS FIRST SOURCE	1/1340	Y	01/22/2016	02/12/2016	02/12/2016	!	x	2/19	REC
✓	EPO Back Charge to replace top sash 3rd floor [4107534 - 26777404-000] [UA] (P)	Cohen s Drywall	1/1340	Y	01/22/2016	02/12/2016	02/12/2016	!	x	10/28	REC
✓	EPO: M-Electric - Light Fix (419401) [5288445 - 26654185-000] [UA] (P)	Ferguson Enterprises	1/2760	Y	01/22/2016	01/29/2016	01/29/2016	!	x	2/3	REC
✓	EPO: M-Lumber - 1st Floor (411007) [4968537 - 26670930-000] [UA] (P)	84 Lumber - Georgetown, SC	1/560	Y	01/25/2016	01/30/2016	01/30/2016	!	x	2/3	REC
✓	EPO BACK CHARGE for an additional brick step [8300665 - 26706240-000] [UA] (P)	Carolina Foundations LLC	1/1160	Y	01/26/2016	02/02/2016	02/04/2016	!	x	2/9	REC
✓	EPO: L-Brick Labor 1 (426201) [4597414 - 26706241-000] [UA] (P)	Archer Exteriors	1/1160	Y	01/27/2016	02/03/2016	02/03/2016	!	x	2/9	REC

✓	L-Wallboard Clean (462615) [8300665 - 24028827-0001] [OP] [AI] (P)	Carolina Foundations LLC	1/560	Y	01/27/2016	01/27/2016	01/27/2016	!	x	2/3	REC
✓	T-Flooring - Carpet (455205) [8106310 - 24028819-0001] [OP] (P)	Advanced Flooring Design LLC	1/670	Y	01/28/2016	02/04/2016	02/04/2016	!	x	2/12	REC
✓	Screen Enclosure (459920) [8371391 - 24028834-0001] [OP] [AI] (P)	CEBS Construction LLC	1/545	Y	02/03/2016	02/12/2016	02/15/2016	!	x	2/23	REC
✓	T-Appliance-Final (449205) [6775675 - 24028815-0001] [OP] (P)	General Electric Company	1/690	Y	02/05/2016	02/19/2016	02/19/2016	!	x	3/7	REC
✓	T-Appliance 3 (449220) [6775675 - 24240175-0001] [OP] (P)	General Electric Company	1/695	Y	02/05/2016	02/19/2016	02/19/2016	!	x	3/1	REC
✓	M-Appliance Refrig (449430) [6775675 - 24028816-0001] [OP] (P)	General Electric Company	1/790	Y	02/05/2016	02/19/2016	02/19/2016	!	x	3/1	REC
✓	T-Landscape (459210) [4108908 - 24028823-0001] [OP] (P)	ELI Inc	1/875	Y	02/05/2016	02/12/2016	02/12/2016	!	x	2/19	REC
✓	EPO for railings and pickets [7820280 - 26774658-0001] [UA] (P)	Alside	1/1100	Y	02/05/2016	02/12/2016	02/12/2016	!	x	2/15	REC
✓	EPO: T-Plumbing-Final [415215] [6042501 - 26945787-0001] [UA] (P)	Campbell Plumbing Inc.	1/2620	Y	02/05/2016	02/12/2016	02/12/2016	!	x	3/7	REC
✓	T-Flooring Hardwood (455210) [8106310 - 24028820-0001] [OP] (P)	Advanced Flooring Design LLC	1/650	Y	02/09/2016	02/15/2016	02/16/2016	!	x	3/1	REC
✓	Final Survey (403485) [6965137 - 24028716-0001] [OP] (P)	Parker Land Surveying LLC	1/900	Y	02/09/2016	02/16/2016	02/16/2016	!	x	2/23	REC
✓	L-Wallboard - Final (Bump Out) [433610] [4107534 - 24028795-0001] [OP] [AI] (P)	Cohen s Drywall	1/740	Y	02/10/2016	02/17/2016	02/17/2016	!	x	3/15	REC
✓	Final Paint [4107534 - 24028804-0001] [OP] [AI] (P)	Cohen s Drywall	1/785	Y	02/11/2016	02/18/2016	02/18/2016	!	x	3/15	REC
✓	Electrical Final Inspection (M)	Self Supplied	1/820	N	02/11/2016	02/12/2016	02/12/2016	!	x	2/19	REC
✓	QI Prep (R)	Self Supplied	1/915	N	02/11/2016	02/11/2016	02/11/2016	!			
✓	EPO: L-Interior Trim (435610) [4432417 - 26827648-0001] [UA] (P)	Two Brothers Construction LLC	1/2060	N	02/11/2016	02/18/2016	02/18/2016	!	x	2/19	REC
✓	EPO: M-Lumber 3rd Floor [411017] [4968537 - 26827649-0001] [UA] (P)	84 Lumber - Georgetown, SC	1/620	Y	02/12/2016	02/19/2016	02/19/2016	!	x	2/19	REC
✓	L-Interior Clean Final (462655) [7684863 - 24028830-0001] [OP] [AI] (P)	Integrated Site Management, LLC	1/835	Y	02/12/2016	02/19/2016	02/19/2016	!	x	2/19	REC
✓	Energy Inspection (M)	Environments for Living	1/440	Y	02/15/2016	02/18/2016	02/18/2016	!	x	2/19	REC
✓	Energy Test & Certification [403685] [7454187 - 24028719-0001] [OP] (P)	Environments for Living	1/600	Y	02/15/2016	02/18/2016	02/18/2016	!	x	2/19	REC
✓	Power Wash (463901) [2353441 - 24028832-0001] [OP] [AI] (P)	5 Star Inc	1/735	Y	02/15/2016	02/18/2016	02/18/2016	!	x	2/23	REC
✓	EPO: L-Wallboard - Final (Bump Out) (433610) [4107534 - 26851653-0001] [UA] (P)	Cohen s Drywall	1/3120	Y	02/15/2016	02/20/2016	02/20/2016	!	x	2/23	REC
✓	T-Storm Shutters H/W (428210) [8146581 - 24028787-0001] [OP] [AI] (P)	SB Precision Builders LLC	1/905	Y	02/16/2016	02/16/2016	02/16/2016	!	x	2/19	REC

✓	T-Finish Grade-Final (404805) [4108908 - 24028721-000] [OP] (P)	ELI Inc	1/520	Y	02/17/2016	02/22/2016	02/22/2016	!	x	3/1	REC
✓	L-Re-Clean Touch Up (462670) [7684863 - 24028831-000] [OP] [A] (P)	Integrated Site Management, LLC	1/945	Y	02/18/2016	02/23/2016	02/23/2016	!	x	2/19	REC
✓	Orientation (R)	Self Supplied	1/935	N	02/22/2016	02/29/2016	02/29/2016				
✓	T-Clean-Celebration (462270) [7684863 - 24028824-000] [OP] (P)	Integrated Site Management, LLC	1/910	Y	02/26/2016	02/26/2016	02/26/2016	!	x	2/23	REC
✓	EPO: L-Re-Clean Touch Up (462670) [7684863 - 27109927-000] [UA] (P)	Integrated Site Management, LLC	1/2680	Y	03/01/2016	03/04/2016	03/04/2016	!	x	3/18	REC
✓	L-Final Clean (462640) [8300665 - 24028828-000] [OP] [A] (P)	Carolina Foundations LLC	1/825	Y	03/03/2016	03/03/2016	03/04/2016	!	x	3/7	REC
✓	EPO to supply a dehumidifier to dry out the sub fl [7611921 - 27076262-000] [UA] (P)	Prestige Restoration Cleaning Services	1/2440	Y	03/07/2016	03/11/2016	03/14/2016	!	x	3/16	REC
✓	EPO: T-Flooring Hardwood (455210) [8106310 - 27048053-000] [UA] (P)	Advanced Flooring Design LLC	1/2440	Y	03/07/2016	03/11/2016	03/11/2016	!	x	3/15	REC
✓	EPO: T-Window Cover/Blinds (453201) [7649355 - 27298245-000] [UA] (P)	Builders Blinds LLC	1/2980	Y	03/09/2016	03/29/2016	03/29/2016	!	x	4/25	REC
✓	EPO: EPO: T-Flooring Hardwood (455210) [8106310 - 27298246-000] [UA] (P)	Advanced Flooring Design LLC	1/2440	Y	03/29/2016	04/02/2016	04/02/2016	!	x	4/25	REC
✓	EPO: T-Flooring Hardwood (455210) [8106310 - 27337775-000] [UA] (P)	Advanced Flooring Design LLC	1/2440	Y	04/04/2016	04/08/2016	04/08/2016	!	x	4/25	REC
✓	EPO to reclean the house during the closing proces [7364843 - 27573055-000] [UA] (P)	Framax Maintenance & Cleaning	1/2600	N	04/27/2016	04/27/2016	04/27/2016	!	x	5/6	REC
✓	EPO: L-Flatwork (457601) [8300665 - 27822035-000] [UA] (P)	Carolina Foundations LLC	1/1620	Y	05/11/2016	05/18/2016	05/18/2016	!	x	6/1	REC
✓	EPO to backcharge for sealoflex not installed [7885366 - 27822037-000] [UA] (P)	Alpha Omega Construction Group Inc	1/840	Y	05/17/2016	05/24/2016	05/24/2016	!*	x	5/31	REC
✓	EPO: Power Wash (463901) [2353441 - 27822036-000] [UA] (P)	5 Star Inc	1/3100	Y	05/18/2016	05/21/2016	05/21/2016	!	x	6/1	REC

Warranty

Task Status	Task Name	Supplier Name	Seq	SP	Lead Date	Start Date	End Date	!* Start	Comp	Mark Excpt	PO Status	Resched Date	Skip
✓	Warr Coe 3.25.16 Replace cracked window [2153932 - 28745761-000] [UA] (P)	BUILDERS FIRST SOURCE	1/1	Y	08/29/2016	08/29/2016	08/29/2016	!	x	10/14	REC		
✓	Warr Coe 3.25.16 sand and paint wall in master bed [8476329 - 28970833-000] [UA] (P)	Ecospec Environmental Inspections LLC	1/1	Y	09/23/2016	09/23/2016	09/23/2016	!	x	9/30	REC		
✓	Warr coe 3.25.16 replace 1st floor [9430242 - 29217132-000] [UA] (P)	Advanced Granite & Marble	1/1	N	10/14/2016	10/14/2016	10/14/2016	!	x	2/1	REC		
✓	Warr Coe 3.25.26 Top sash replace [2153932 - 29319896-000] [UA] (P)	BUILDERS FIRST SOURCE	1/1	Y	10/31/2016	10/31/2016	10/31/2016	!	x	2/23	REC		
✓	Warr Coe 3.25.16 Baseboards remove [8476329 - 30614546-000] [UA] (P)	Ecospec Environmental Inspections LLC	1/1	Y	03/22/2017	03/22/2017	03/22/2017	!	x	3/23	REC		

S	 Warr COE 3.25.16 Repair hardwood (P)	 Advanced Flooring Design LLC	1/1	Y	05/04/2017	05/04/2017	05/04/2017	!			
✓	 Warr COE 3.25.16 1 year point and paint [8476329 - 31200010-000] [UA] (P)	 Ecospec Environmental Inspections LLC	1/1	Y	05/10/2017	05/10/2017	05/10/2017	!	x	5/19	REC
✓	 EPO: 11/7/2017 [8476329 - 33044726-000] [UA] (P)	 Ecospec Environmental Inspections LLC	1/1	Y	11/07/2017	11/07/2017	11/07/2017	!	x	11/9	REC
✓	 EPO: 11/15/2017 inspection and demo [8192511 - 33130132-000] [UA] (P)	 Servpro of Greater Northern Charleston	1/1	Y	11/15/2017	11/15/2017	11/15/2017	!	x	11/16	REC

Close

Exhibit 4

18886600051 - 1279 Dingle Road [Detail](#) [Options](#) [Documents](#) [Notes](#) [EPO/BC](#) [Job Overview](#)

Tasks: 158

Estimated COE: 11/23/2015

Pre-Construction

Task Status	Task Name	Supplier Name	Seq	SP	Lead Date	Start Date	End Date	!* Start	Comp	Mark Excpt	PO Status	Resched Date	Skip
S	L-Homesite Clear/Bal (Prep Homesite)(404601) (P)	Self Supplied	1/60	N	02/25/2015	03/04/2015	03/04/2015	*					
	Plot Plan (M)	Self Supplied	1/20	N	10/20/2015	10/27/2015	10/27/2015	!* x	2/12		REC		

Construction

Task Status	Task Name	Supplier Name	Seq	SP	Lead Date	Start Date	End Date	!* Start	Comp	Mark Excpt	PO Status	Resched Date	Skip
	Building Corners (403405) [6965137 - 23184008-0001] [OP] [A] (P)	Parker Land Surveying LLC	1/25	Y	02/24/2015	03/03/2015	03/03/2015	!* x	3/26		REC		
	Set T-Pole (M)	Self Supplied	1/220	N	03/04/2015	03/11/2015	03/11/2015	! ?	?		CAN		
	Trench (M)	Self Supplied	1/270	N	03/04/2015	03/13/2015	03/13/2015	! x	4/23		REC		
S	** MEMO - Set Form / Dig Footer (Home Start) (M)	Ecospec Environmental Inspections LLC	1/80	Y	03/05/2015	03/05/2015	03/05/2015	*					
	Set Form Boards (M)	Self Supplied	1/100	N	03/05/2015	03/10/2015	03/12/2015	!* x	4/23		REC		
	** MEMO - Set Form / Dig Footer (Home Start) (M)	Combs Construction Company Inc	1/80	Y	03/09/2015	03/09/2015	03/09/2015	! ?	?		CAN		
	T-Pole Inspection (R)	Self Supplied	1/280	N	03/11/2015	03/12/2015	03/12/2015	!	3/2				
	Pour Mono Slab (408215) [8464504 - 23389152-0001] [OP] (P)	Combs Construction Company Inc	1/380	Y	03/20/2015	03/25/2015	03/25/2015	! ?	?		CAN		
	L-Foundation-Concrete (Slab Labor) (408205) [8464504 - 23389150-0001] [OP] (P)	Combs Construction Company Inc	1/440	Y	03/20/2015	03/25/2015	03/25/2015	! ?	?		CAN		
	Underground Electrical (R)	Self Supplied	1/500	N	04/03/2015	04/23/2015	04/23/2015	!	10/6				
	** MEMO - Set Form / Dig Footer (Home Start) (M)	Carolina Foundations LLC	1/80	Y	04/17/2015	04/17/2015	04/17/2015	! x	5/8		REC		
	L-Foundation-Concrete (Slab Labor) (408205) [8300665 - 23389150-0001] [OP] [A] (P)	Carolina Foundations LLC	1/440	Y	04/17/2015	04/17/2015	05/05/2015	! x	5/22		REC		
	Plumbing Slab (415201) [6042501 - 23389165-0001] [OP] (P)	Campbell Plumbing Inc.	1/300	Y	04/20/2015	04/27/2015	04/29/2015	!* x	5/22		REC		
	Pour Mono Slab (408215) [8300665 - 23389152-0001] [OP] [A] (P)	Carolina Foundations LLC	1/380	Y	04/22/2015	04/22/2015	04/22/2015	!* x	5/22		REC		
	Form Board Survey (403465) [6965137 - 23389141-0001] [OP] (P)	Parker Land Surveying LLC	1/200	Y	04/27/2015	04/30/2015	04/30/2015	!* x	5/22		REC		
	M-Roof Trusses (411028) [5638214 - 23389158-0001] [OP] (P)	Carpenter Contractors of America	1/620	Y	04/28/2015	05/28/2015	05/28/2015	! x	6/19		REC		
	Compact Test Slab-Mono (403610) [7791183 - 23389145-0001] [OP] (P)	Geometrics Consulting LLC	1/345	Y	05/01/2015	05/05/2015	05/05/2015	! x	6/19		REC		
	M-Lumber - Package 1st Floor (411001) [4968537 - 23389153-0001] [OP] (P)	84 Lumber - Georgetown, SC	1/560	Y	05/07/2015	05/14/2015	05/15/2015	!* x	6/19		REC		
	M-Lumber - 1st Floor (411007) [4968537 - 23389154-0001] [OP] (P)	84 Lumber - Georgetown, SC	1/560	Y	05/07/2015	05/14/2015	05/14/2015	! x	6/19		REC		
		GMS Strategic Solutions Inc	1/565	Y	05/07/2015	05/14/2015	05/14/2015	! x	7/28		REC		

[illegible]

https://www.hyphensolutions.com/LenBuild/Jobs/JME3.aspx?aspbridge_sessionid={FA99... 12/3/2019

✓	+	Energy Inspection (M)	Self Supplied	1/1380	N	08/20/2015	08/20/2015	08/20/2015	!	x	9/10	REC
✓	+	T-Paint-Int Prime/Prep (437201) [7042271 - 23389195-000] [OP] [AI] (P)	Construction Applicators Charleston LLC	1/2120	Y	08/20/2015	08/27/2015	09/02/2015	!	x	9/10	REC
✓	+	L-Wallboard - Final (Bump Out) (433610) [7042271 - 23389188-000] [OP] [AI] (P)	Construction Applicators Charleston LLC	1/3120	Y	08/20/2015	08/27/2015	09/02/2015	!	x	9/10	REC
✓	+	L-Interior Trim (435610) [4432417 - 23389192-000] [OP] (P)	Two Brothers Construction LLC	1/2060	N	08/21/2015	08/28/2015	09/02/2015	!	x	9/16	REC
✓	+	L-Wallboard Clean (462615) [2993561 - 23389218-000] [OP] (P)	Medinas Hauling Charleston Division Inc	1/1880	Y	08/25/2015	08/27/2015	08/27/2015	!*	x	9/2	REC
✓	+	T-Garage Door Install (441201) [2155680 - 23389200-000] [OP] (P)	Gale Insulation Inc	1/2280	Y	08/25/2015	09/01/2015	09/02/2015	!	x	9/2	REC
✓	+	EPO: M-Lumber - 1st Floor (411007) [4968537 - 25338820-000] [UAI] (P)	84 Lumber - Georgetown, SC	1/560	Y	08/26/2015	09/02/2015	09/02/2015	!	x	9/10	REC
✓	+	T-Countertop-Culture (445205) [2152796 - 23389203-000] [OP] (P)	UNIQUE MARBLE DESIGNS	1/2140	Y	08/26/2015	09/10/2015	09/11/2015	!	x	9/16	REC
✓	+	T-Countertops Manu Stone (445215) [8726957 - 23389204-000] [OP] [AI] (P)	Eugenes Granite Marble	1/2180	N	08/26/2015	09/10/2015	09/14/2015	!	x	9/29	REC
✓	+	T-Painting-Interior (437205) [7042271 - 23389196-000] [OP] [AI] (P)	Construction Applicators Charleston LLC	1/2240	Y	08/28/2015	09/04/2015	09/08/2015	!	x	9/10	REC
✓	+	T-HVAC-Condenser/Final (417215) [7201681 - 23389170-000] [OP] (P)	Olde Towne Heating and Air	1/2740	Y	08/31/2015	09/08/2015	09/09/2015	!	x	9/10	REC
✓	+	T-Flooring-Ceramic Tile (455220) [8106310 - 23389212-000] [OP] [AI] (P)	Advanced Flooring Design LLC	1/2080	Y	09/03/2015	09/11/2015	09/14/2015	!	x	9/29	REC
✓	+	T-Mirrors (451201) [2153203 - 23389209-000] [OP] (P)	Carolina Shelving Mirror	1/2220	Y	09/03/2015	09/11/2015	09/17/2015	!	x	10/7	REC
✓	+	T-Surrounds-Tile (447201) [8106310 - 23389205-000] [OP] [AI] (P)	Advanced Flooring Design LLC	1/2320	Y	09/03/2015	09/11/2015	09/14/2015	!	x	9/29	REC
✓	+	T-Blown Insulation (429215) [2155680 - 23389182-000] [OP] (P)	Gale Insulation Inc	1/1980	Y	09/04/2015	09/14/2015	10/09/2015	!	x	9/16	REC
✓	+	M-Electric - Light Fix (419401) [5288445 - 23389173-000] [OP] (P)	Ferguson Enterprises	1/2760	Y	09/04/2015	09/14/2015	09/14/2015	!	x	9/16	REC
✓	+	EPO: M-Cornice (ext trim 427801) [7820280 - 25425759-000] [UAI] (P)	Alside	1/1100	Y	09/08/2015	09/15/2015	09/15/2015	!	x	9/18	REC
S	+	EPO to correct Sheetrock issues, Back-Charge CEBS (P)	CEBS Construction LLC	1/1520	Y	09/09/2015	09/16/2015	09/16/2015	!			
✓	+	EPO: M-Interior Trim 1 (435445) [2153932 - 25620435-000] [UAI] (P)	BUILDERS FIRST SOURCE	1/1900	Y	09/09/2015	10/07/2015	10/07/2015	!	x	10/7	REC
✓	+	EPO: M-Lumber 2nd Floor (411013) [4968537 - 25489425-000] [UAI] (P)	84 Lumber - Georgetown, SC	1/580	Y	09/11/2015	09/18/2015	09/18/2015	!	x	9/23	REC
✓	+	Drywall Point-Up (M)	Construction Applicators Charleston LLC	1/2200	Y	09/14/2015	09/17/2015	09/17/2015	!	x	9/29	REC
✓	+	T-Window Cover/Blinds (453201) [7649355 - 23656989-000] [OP] (P)	Builders Blinds LLC	1/2980	Y	09/14/2015	10/02/2015	10/02/2015	!	x	9/29	REC
			Alside	1/1100	Y	09/17/2015	09/24/2015	09/24/2015	!	x	9/29	REC

✓	 EPO: M-Cornice (ext trim 427801) [7820280 - 25509581-000] [UA] (P)																							
✓	 L-Siding Final (428001) [4597414 - 23389179-000] [OP] [A] (P)	 Archer Exteriors	1/1200	Y	09/18/2015	09/18/2015	09/23/2015	!	x	9/29														REC
✓	 EPO: L-Wallboard Correct labor amount [7042271 - 25589254-000] [UA] (P)	 Construction Applicators Charleston LLC	1/1520	Y	09/24/2015	10/01/2015	10/01/2015	!	x	10/6														REC
✓	 M-Appliance Refrig (449430) [6775675 - 23724269-000] [OP] (P)	 General Electric Company	1/3225	Y	09/24/2015	10/08/2015	11/20/2015	!	x	9/29														REC
✓	 T-Electrical-Final (419215) [7791255 - 23389172-000] [OP] (P)	 Edgewater Mechanical Service LLC	1/2380	Y	09/28/2015	10/05/2015	10/06/2015	!	x	10/7														REC
✓	 T-Countertop-Tile/BackSplash (445201) [8106310 - 23389202-000] [OP] [A] (P)	 Advanced Flooring Design LLC	1/2400	Y	09/29/2015	10/06/2015	10/07/2015	!	x	10/8														REC
✓	 EPO: T-Siding (427601) columns [4293592 - 25620436-000] [UA] (P)	 ABC Supply Co. Inc	1/1180	Y	09/30/2015	10/07/2015	10/07/2015	!	x	10/7														REC
✓	 Electrical Final Inspection (M)	 Edgewater Mechanical Service LLC	1/2420	Y	10/05/2015	10/06/2015	10/06/2015	!	x	10/22														REC
✓	 T-Intermediate Grade (404801) [4108908 - 23389147-000] [OP] (P)	 ELI Inc	1/520	Y	10/07/2015	10/12/2015	10/13/2015	!*	x	10/26														REC
✓	 M-Doors-Int Locks/Hdwr (435425) [2153932 - 23389189-000] [OP] (P)	 BUILDERS FIRST SOURCE	1/2580	Y	10/07/2015	10/14/2015	10/14/2015	!	x	10/6														REC
✓	 T-Painting-Exterior (437225) [7042271 - 23389199-000] [OP] [A] (P)	 Construction Applicators Charleston LLC	1/1540	Y	10/21/2015	10/26/2015	10/27/2015	!	x	11/16														REC
✓	 L-Interior Clean Rough (462645) [7684863 - 23389220-000] [OP] [A] (P)	 Integrated Site Management, LLC	1/2480	Y	10/22/2015	10/29/2015	10/29/2015	!	x	11/9														REC
S	 T-Interior Clean Final (462230) (P)	 Self Supplied	1/2480	N	10/22/2015	10/29/2015	10/29/2015	!																
✓	 Screen Enclosure (459920) [4597414 - 23389225-000] [OP] [A] (P)	 Archer Exteriors	1/3040	Y	10/22/2015	11/12/2015	11/13/2015	!	x	11/24														REC
S	 T-Interior Clean Rough (462201) (P)	 Self Supplied	1/3200	N	10/22/2015	10/29/2015	10/29/2015	!																
S	 T-Plumbing-Final-All Flrs (416699) (P)	 Self Supplied	1/2620	N	10/27/2015	11/03/2015	11/03/2015	!																
✓	 T-Flooring Hardwood (455210) [8106310 - 23389211-000] [OP] [A] (P)	 Advanced Flooring Design LLC	1/2440	Y	10/28/2015	11/03/2015	11/04/2015	!	x	11/16														REC
✓	 Final Paint [7042271 - 23389197-000] [OP] [A] (P)	 Construction Applicators Charleston LLC	1/3220	Y	10/28/2015	11/04/2015	11/04/2015	!	x	11/4														REC
✓	 T-Plumbing-Final (415215) [6042501 - 23389168-000] [OP] (P)	 Campbell Plumbing Inc.	1/2620	Y	10/29/2015	11/05/2015	11/06/2015	!	x	11/16														REC
✓	 A/C Turn on (M)	 Olde Towne Heating and Air	1/2720	Y	10/29/2015	11/03/2015	11/03/2015	!	x	11/4														REC
✓	 T-Plumbing Top Out (415210) [6042501 - 23389167-000] [OP] (P)	 Campbell Plumbing Inc.	1/2780	Y	10/29/2015	11/05/2015	11/10/2015	!	x	11/16														REC
✓	 T-Appliance 1 (Dishwasher) (449201) [6775675 - 23389206-000] [OP] (P)	 General Electric Company	1/2820	Y	10/29/2015	11/12/2015	11/24/2015	!	x	11/16														REC
✓	 T-Appliance-Final (449205) [6775675 - 23389208-000] [OP] (P)	 General Electric Company	1/2900	Y	10/29/2015	11/12/2015	11/12/2015	!	x	11/24														REC

✓	L-Interior Trim Final (435615) [4432417 - 23389193-000] [OP] [P]	Two Brothers Construction LLC	1/2960	N	10/29/2015	11/05/2015	11/05/2015	!	x	11/16	REC
✓	L-Flatwork (457601) [8300665 - 23389213-000] [OP] [A] (P)	Carolina Foundations LLC	1/1620	Y	10/30/2015	11/06/2015	11/09/2015	!	x	11/9	REC
✓	T-Flooring - Carpet (455205) [8106310 - 23389210-000] [OP] [A] (P)	Advanced Flooring Design LLC	1/2660	Y	11/02/2015	11/09/2015	11/09/2015	!	x	11/16	REC
✓	Request Appliances 2nd Drop (R)	Self Supplied	1/3020	N	11/02/2015	11/03/2015	11/16/2015	!		11/24	
✓	Final Survey (403485) [6965137 - 23389144-000] [OP] (P)	Parker Land Surveying LLC	1/2540	Y	11/03/2015	11/10/2015	11/10/2015	!	x	11/24	REC
✓	T-Landscape (459210) [4108908 - 23389214-000] [OP] (P)	ELI Inc	1/2800	Y	11/03/2015	11/10/2015	11/10/2015	!	x	11/24	REC
✓	T-Finish Grade-Final (404805) [4108908 - 23389148-000] [OP] (P)	ELI Inc	1/1760	Y	11/05/2015	11/10/2015	12/14/2015	!	x	11/24	REC
✓	T-Storm Shutters H/W (428210) [4432417 - 23389180-000] [OP] (P)	Two Brothers Construction LLC	1/2560	N	11/05/2015	11/12/2015	12/21/2015	!	x	11/16	REC
✗	L-Interior Clean Final (462655) [7684863 - 23389221-000] [OP] [A] (P)	Integrated Site Management, LLC	1/2480	Y	11/10/2015	11/17/2015	12/07/2015	!	?	?	CAN
✓	EPO: M-Doors-Int Locks/Hdwr (435425) [2153932 - 26030418-000] [UAI] (P)	BUILDERS FIRST SOURCE	1/2580	Y	11/11/2015	11/18/2015	11/18/2015	!	x	11/24	REC
✓	Orientation/Quality Assurance Complete (M)	Self Supplied	1/2602	N	11/11/2015	11/18/2015	11/18/2015	!	x	12/3	REC
✓	EPO: T-HVAC-Condenser/Final (417215) [7201681 - 26030419-000] [UAI] (P)	Olde Towne Heating and Air	1/2740	Y	11/11/2015	11/18/2015	11/18/2015	!	x	11/24	REC
✓	EPO: M-Electric - Light Fix (419401) [5288445 - 26030417-000] [UAI] (P)	Ferguson Enterprises	1/2760	Y	11/11/2015	11/18/2015	11/18/2015	!	x	11/24	REC
✓	Power Wash (463901) [2353441 - 23389224-000] [OP] [A] (P)	5 Star Inc	1/3100	Y	11/11/2015	11/14/2015	12/01/2015	!	x	11/24	REC
✓	EPO: L-Interior Clean Rough (462645) [7684863 - 26048093-000] [UAI] (P)	Integrated Site Management, LLC	1/2480	Y	11/13/2015	11/20/2015	11/20/2015	!	x	11/24	REC
✗	T-Clean-Celebration (462270) [7684863 - 23389216-000] [OP] (P)	Integrated Site Management, LLC	1/2600	Y	11/13/2015	11/18/2015	11/19/2015	!	?	?	CAN
✓	EPO: Power Wash (463901) [2353441 - 26048091-000] [UAI] (P)	5 Star Inc	1/3100	Y	11/13/2015	11/18/2015	11/18/2015	!	x	11/24	REC
✓	EPO to build a chase for the gas lines per code [8476329 - 26048092-000] [UAI] (P)	Ecospec Environmental Inspections LLC	1/600	Y	11/16/2015	11/19/2015	11/25/2015	!	x	11/24	REC
✗	L-Re-Clean Touch Up (462670) [7684863 - 23389222-000] [OP] [A] (P)	Integrated Site Management, LLC	1/2680	Y	11/16/2015	11/19/2015	11/19/2015	!	?	?	CAN
✓	L-Final Clean (462640) [5330640 - 23389219-000] [OP] [A] (P)	Nature's Calling Inc	1/2460	Y	11/17/2015	11/18/2015	11/19/2015	!	x	11/24	REC
✓	T-Clean-Celebration (462270) [8037191 - 23389216-000] [OP] [A] (P)	L & C Cleaning LLC	1/2600	N	11/19/2015	11/19/2015	11/19/2015	!	x	11/24	REC
✓	L-Interior Clean Final (462655) [8037191 - 23389221-000] [OP] [A] (P)	L & C Cleaning LLC	1/2480	N	11/19/2015	11/19/2015	11/19/2015	!	x	1/11	REC
✓		L & C Cleaning LLC	1/2680	N	11/19/2015	11/19/2015	11/19/2015	!	x	1/11	REC

	L-Re-Clean Touch Up (462670) [8037191 - 23389222-0001] [OP] [AI] (P)																
✓	EPO to refinish 2nd floor tub due to water [2152243 - 26169871-0001] [UA] (P)	Unique Refinishers of SC Inc	1/700	Y	11/20/2015	12/01/2015	12/02/2015	!	x	12/8							REC
S	delete (P)	1st Choice Construction	1/2820	N	11/20/2015	12/08/2015	12/08/2015	!									
S	delete (P)	1st Choice Construction	1/2900	N	11/20/2015	12/08/2015	12/08/2015	!									
✓	EPO to rent equipment to dehumidify unit [7611921 - 26144475-0001] [UA] (P)	Prestige Restoration Cleaning Services	1/2440	Y	11/23/2015	12/01/2015	12/02/2015	!	x	12/3							REC
S	CLOSE HOME (M)	Build Pro admin	1/3330	N	11/23/2015	11/23/2015	11/23/2015	!									
✓	EPO to install blocking under exterior rear door [8476329 - 26128590-0001] [UA] (P)	Ecospec Environmental Inspections LLC	1/440	Y	11/24/2015	11/24/2015	12/14/2015	!	x	12/3							REC
S	please delete (P)	Construction Applicators Charleston LLC	1/2240	Y	11/30/2015	12/07/2015	12/07/2015	!									
S	EPO: T-Flooring - Carpet (455205) [8106310 - 23389 (P)	Advanced Flooring Design LLC	1/2660	Y	12/01/2015	12/08/2015	12/08/2015	!									
S	EPO: Final Paint [7042271 - 23389197-0001] [OP] [AI] (P)	Construction Applicators Charleston LLC	1/3220	Y	12/01/2015	12/08/2015	12/08/2015	!									
✓	EPO: Power Wash (463901) [2353441 - 26281232-0001] [UA] (P)	5 Star Inc	1/3100	Y	12/09/2015	12/12/2015	12/12/2015	!	x	12/21							REC
✓	EPO: M-Interior Trim 1 (435445) [2153932 - 26623652-0001] [UA] (P)	BUILDERS FIRST SOURCE	1/1900	Y	12/22/2015	01/26/2016	01/26/2016	!	x	2/12							REC
✗	EPO: M-Interior Trim 1 (435445) [2153932 - 26798949-0001] [UA] (P)	BUILDERS FIRST SOURCE	1/1900	Y	01/14/2016	02/12/2016	02/12/2016	!	?	?							CAN
✗	EPO: M-Interior Trim 1 (435445) [2153932 - 26798950-0001] [UA] (P)	BUILDERS FIRST SOURCE	1/1900	Y	01/15/2016	02/13/2016	02/13/2016	!*	?	?							CAN
✓	EPO: Power Wash (463901) [2353441 - 26730753-0001] [UA] (P)	5 Star Inc	1/3100	Y	01/15/2016	01/21/2016	01/21/2016	!	x	2/9							REC
✓	EPO Back Charge to replace pantry door [4432417 - 26623653-0001] [UA] (P)	Two Brothers Construction LLC	1/2060	N	01/19/2016	01/26/2016	01/29/2016	!	x	2/9							REC
Warranty																	
Task Status	Task Name	Supplier Name	Seq	SP	Lead Date	Start Date	End Date	!	*	Start	Comp	Mark Excpt	PO Status	Resched Date	Skip		
✓	EPO: M-Interior Trim 1 (435445) [2153932 - 27103484-0001] [UA] (P)	BUILDERS FIRST SOURCE	1/1900	Y	02/04/2016	03/03/2016	03/03/2016	!		x	3/23						REC
✓	EPO: M-Interior Trim 1 (435445) [2153932 - 27103485-0001] [UA] (P)	BUILDERS FIRST SOURCE	1/1900	Y	02/04/2016	03/03/2016	03/03/2016	!		x	3/23						REC
✓	WARR COE 11/23/15 [7042271 - 27136969-0001] [UA] (P)	Construction Applicators Charleston LLC	1/1900	Y	03/17/2016	03/17/2016	03/17/2016	!		x	3/23						REC
✓	Warr Coe 11.23.15 Closing items remaining [8476329 - 27573047-0001] [UA] (P)	Ecospec Environmental Inspections LLC	1/1900	Y	04/27/2016	04/27/2016	04/27/2016	!		x	5/5						REC
✓	WARR COE 11/23/2015 [7042271 - 28232056-0001] [UA] (P)	Construction Applicators Charleston LLC	1/1900	Y	07/01/2016	07/01/2016	07/01/2016	!		x	12/5						REC
			1/1900	Y	07/21/2016	07/21/2016	07/21/2016	!		x	2/1						REC

✓   Warr, Coe 11.23.15. Roof leak
[\[7885366 - 28441311-0001\] \[UA\] \(P\)](#)  [Alpha Omega Construction Group Inc](#)

Close

Exhibit 5

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028739 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
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13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/09/15

SHIP TO: 1254 Dingle Road
M-Lumber - Package

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
7	00 FW30N1	1x4x16 YP #2 COMMON		EA	4.5100	\$31.57
23	00 FW30TS	SUB FLOOR GLUE 29 OZ		EA	3.4600	\$79.58
2	00 FW30T3	3 1/2 SILL SEAL 50' ROLL		RL	2.2000	\$4.40
2	00 FW30T5	5 1/2 SILL SEAL 50' ROLL		RL	3.3800	\$6.76
5	00 FW30WC	USP C44TZ OUTSIDE CORNER POST FAST		EA	2.8413	\$14.21
3	00 FW30WH	USP HTT4 HOLDDOWN		EA	8.4512	\$25.35
37	00 FW30WL	USP LBPS58TZ SLOTTED SQ 5/8"X3" TRIPLE ZINC		EA	.7227	\$26.74
4	00 FW30WL	USP LUGT2 GIRDER TIEDOWN		EA	3.8115	\$15.25
16	00 FW30WM	USP MTW20 TWIST STRAP TOC - ADD USP TWIST STRA LS 5.29.15		EA	.6534	\$10.45
5	00 FW30WP	USP PAU44TZ POST BASE TR ZINC		EA	11.2068	\$56.03
1	00 FW30WR	USP RS200 COILED STRAPPI		EA	78.5466	\$78.55
80	00 FW30WR	USP RT16 HURRICANE TRUSS ANCHOR		EA	1.1484	\$91.87
2	00 FW30W0	7/16" GALV. PLYCLIPS		BX	8.1477	\$16.30

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

338

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028739 OP

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/09/15

SHIP TO: 1254 Dingle Road
M-Lumber - Package

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
14	00 FW30W0	WASHER-5/8"-GALV		EA	.1773	\$2.48
4	00 FW30W0	WASHER-3/4"-GALV		EA	.2500	\$1.00
51	00 FW30W0	5/8"x12" THREADED ROD		EA	2.8610	\$145.91
4	00 FW30W0	3/4x8 GALVANIZED CARRIAG		EA	2.4800	\$9.92
51	00 FW30W0	5/8" GALVANIZED NUT		EA	.1773	\$9.04
4	00 FW30W0	NUT-GALV-3/4"		EA	.3300	\$1.32
9	00 FW30W0	EPOXY MIX - LARGE		EA	18.3546	\$165.19
9	00 FW30W0	EPOXY TIP - LARGE		EA	1.2380	\$11.14
6	00 FW30W0	USP HTT16 TENSION TIE "DISCONTINUED, USE HTT45		EA	8.2962	\$49.78
8	00 FW30W0	USP HTT22 TENSION TIE		EA	11.1672	\$89.34
18	00 FW30W0	USP LSTA18 FLAT STRAP RA TIE		EA	.3960	\$7.13
6	00 FW30W0	USP MP34 FRAMING ANCHOR		EA	.1980	\$1.19
50	00 FW30W0	USP RT7 HURRICANE TRUSS		EA	.1782	\$8.91
4	00 FW30W0	USP JUS 28-2 2X8 DBL SLANT NAIL JST H		EA	1.1200	\$4.48
17	00 FW36S0	36" WIDE STAIRS PER RISE CARPET GRADE		EA	21.0000	\$357.00

CONTINUED 2

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

339

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028739 OP**SPECIAL INSTRUCTIONS**

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DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 06/09/15**SHIP TO:** 1254 Dingle Road
M-Lumber - Package**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
17	00 FW36S0	36" WIDE STAIRS PER RISE OAK TREAD W/ PAINTED RIS		EA	63.0700	\$1,072.19
4	00 FW64BH	HOUSEWRAP TAPE 2x55 WHIT		EA	9.5000	\$38.00
4	00 FW64BH	HOUSEWRAP 9'x150 ROLL 13		RL	62.0000	\$248.00
Subtotal						2,679.08
Tax						227.71
Contract Total						2,906.79

3

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****340**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE# 2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028749 OP

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
M-Lumber - 1st Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW30A1	2x8x8' #1 S4S SYP .25 AC		EA	6.3100	\$12.62
1	00 FW30A1	2x8x16' #1 S4S SYP .25 A		EA	12.8534	\$12.85
12	00 FW30A2	2x4x14 #2/BTR S4S SYP .2		EA	6.1355	\$73.63
8	00 FW30A2	2x6x14 #2/BTR S4S SYP .2		EA	8.1173	\$64.94
4	00 FW30A4	4x4x10 #2/BTR S4S SYP .4		EA	11.4622	\$45.85
145	00 FW30H2	2x4x104-5/8 PC STUD		EA	2.8062	\$406.90
33	00 FW30H2	2x6x104-5/8 PC STUD		EA	4.8990	\$161.67
79	00 FW30H2	2x6x116-5/8 PC STUD		EA	5.8933	\$465.57
76	00 FW30J2	2x4x14 SPF #2		EA	4.3699	\$332.11
16	00 FW30J2	2x6x14 SPF #2		EA	7.1540	\$114.46
3	00 FW30N2	2x8x8 YP #2 COMMON		EA	4.2300	\$12.69
4	00 FW30N2	2x8x12 YP #2 COMMON		EA	6.7099	\$26.84
1	00 FW30N2	2x10x8 YP #2 COMMON		EA	4.7600	\$4.76
1	00 FW30N2	2x10x14 YP#2 COMMON		EA	10.5909	\$10.59
5	00 FW30N2	2x12x12 YP #2 COMMON		EA	13.4200	\$67.10
14	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	31.0880	\$435.23
21	00 FW30T0			EA	6.7507	\$141.76

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

341

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028749 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
10. Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
M-Lumber - 1st Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
20	00 FW30T2	7/16x4x8 OSB		EA	33.6833	\$673.67
2	00 FW66A0	23/32x4x8 CDX PT PLYWOOD		EA	11.2173	\$22.43
		INSULATION 1" 2X8 BOARD				
Subtotal						3,085.67
Tax						262.27
Contract Total						3,347.94

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

342

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028756 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
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12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
M-Lumber - 2nd Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
8	00 FW30A2	2x4x10 #2/BTR S4S SYP .2		EA	4.3701	\$34.96
9	00 FW30A2	2x8x8 #2/BTR S4S SYP .25		EA	5.7900	\$52.11
4	00 FW30A2	2x10x8 #2/BTR S4S SYP .2		EA	6.7000	\$26.80
4	00 FW30A2	2x12x10 #2/BTR S4S SYP .		EA	12.1633	\$48.65
1	00 FW30A4	4x4x10 #2/BTR S4S SYP .4		EA	11.4622	\$11.46
163	00 FW30H2	2x4x104-5/8 PC STUD		EA	2.8062	\$457.41
93	00 FW30H2	2x6x104-5/8 PC STUD		EA	4.8990	\$455.61
68	00 FW30J2	2x4x14 SPF #2		EA	4.3699	\$297.15
21	00 FW30J2	2x6x14 SPF #2		EA	7.1540	\$150.23
5	00 FW30N2	2x8x12 YP #2 COMMON		EA	6.7099	\$33.55
4	00 FW30N2	2x10x8 YP #2 COMMON		EA	4.7600	\$19.04
8	00 FW30N2	2x10x14 YP#2 COMMON		EA	10.5909	\$84.73
1	00 FW30N2	2x12x8 YP #2 COMMON		EA	7.4200	\$7.42
1	00 FW30N2	2x12x12 YP #2 COMMON		EA	13.4200	\$13.42
33	00 FW30TE	23/32 4x8 EDGE GOLD SUBFL		EA	16.2700	\$536.91

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

343

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER #
04/06/2020
24028756 OP

ORDERED BY: _____
DATE: _____

SUPPLIER NAME: 84 Lumber Company LP		SUBDIVISON: Royal Palms	COST CODE:
04968537	PO Box 365	JOB/UNIT NO: 18886600058	
	Eighty Four PA 15330	PLAN/ELE/SWG:	
	(877) 805-6911	START DATE: 04/24/15	
INVOICES TO:	Royal Palms	SHIP TO: 1254 Dingle Road	
	1187 Dingle Road	M-Lumber - 2nd Flr	
	Mt Pleasant SC 29466		

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
					Subtotal	2,229.45
					Tax	189.51
					Contract Total	2,418.96

TION - COMMON PLEAS - CASE#2019CP1004807
 2

Approved By:

PURCHASE ORDER

PURCHASE ORDER #
04/06/2020

24028764 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
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6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
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12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
M-Lumber - 3rd Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
18	00 FW30A1	1x8x12' #2/BTR S4S SYP .		EA	6.4167	\$115.50
11	00 FW30A2	2x2x8 #2/BTR S4S SYP .25		EA	2.0851	\$22.94
1	00 FW30A2	2x4x12 #2/BTR S4S SYP .2		EA	5.1715	\$5.17
1	00 FW30A2	2x6x12 #2/BTR S4S SYP .2		EA	7.0300	\$7.03
1	00 FW30A2	2x8x12 #2/BTR S4S SYP .2		EA	9.0599	\$9.06
122	00 FW30H2	2x4x104-5/8 PC STUD		EA	2.8062	\$342.36
111	00 FW30H2	2x6x104-5/8 PC STUD		EA	4.8990	\$543.79
66	00 FW30J2	2x4x14 SPF #2		EA	4.3699	\$288.41
31	00 FW30J2	2x6x14 SPF #2		EA	7.1540	\$221.77
5	00 FW30N2	2x8x12 YP #2 COMMON		EA	6.7099	\$33.55
8	00 FW30N2	2x8x14 YP #2 COMMON		EA	7.7967	\$62.37
1	00 FW30N2	2x10x8 YP #2 COMMON		EA	4.7600	\$4.76
1	00 FW30N2	2x10x14 YP#2 COMMON		EA	10.5909	\$10.59
1	00 FW30S2	2868 DWFJ POCKET FRAME		EA	77.4000	\$77.40
23	00 FW30TE	23/32 4x8 EDGE GOLD SUBFL		EA	16.2700	\$374.21
18	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	31.0880	\$559.58
83	00 FW30T0			EA	6.7507	\$560.31

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

345

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028764 OP**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 04/24/15**SHIP TO:** 1254 Dingle Road
M-Lumber - 3rd Flr**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
40	00 FW30T0	7/16x4x8 OSB		EA	9.0107	\$360.43
6	00 FW68A0	7/16x4x8 OSB TECH SHIELD		RL	15.0000	\$90.00
3	00 FW68A0	FELT,15LB,ASTM 36"		RL	47.5851	\$142.76
		ICE & WATER SHIELD 36"				
Subtotal						3,831.99
Tax						325.71
Contract Total						4,157.70

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****346**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25229214 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 08/25/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW99A1	M-Lumber - 1st Flr		EA	1.1500	\$2.30
Subtotal						2.30
Tax						.00
Contract Total						2.30
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****347**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25253106 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 08/26/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
12	00 FW30WM	USP MTW20 TWIST STRAP		EA	.6534	\$7.84
11	00 FW30W0	WASHER-5/8"-GALV		EA	.1773	\$1.95
11	00 FW30W0	5/8" GALVANIZED NUT		EA	.1773	\$1.95
Subtotal						11.74
Tax						1.01
Contract Total						12.75
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****348**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25253107 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
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12. Separate invoices are required for each purchase order.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 08/26/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
14	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	28.9900	\$405.86
Subtotal						405.86
Tax						34.50
Contract Total						440.36
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****349**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25253108 UA**SPECIAL INSTRUCTIONS**

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6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
10. Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 08/26/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
14	00 FW30J2	2x4x14 SPF #2		EA	4.3700	\$61.18
14	00 FW30J2	2x6x14 SPF #2		EA	6.8000	\$95.20
Subtotal						156.38
Tax						13.29
Contract Total						169.67
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****350**

EXTRA PURCHASE ORDER

PURCHASE ORDER #
04/06/2020

25414086 UA

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 09/15/15

SHIP TO: 1254 Dingle Road

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
6	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	28.9900	\$173.94
10	00 FW30WM	USP MTW20 TWIST STRAP		EA	.6534	\$6.53
1	00 FW30WR	USP RS200 COILED STRAPPI		EA	78.5466	\$78.54
50	00 FW30W0	WASHER-5/8"-GALV		EA	.1773	\$8.86
133	00 FW30W0	5/8"x12" THREADED ROD		EA	2.8610	\$380.51
100	00 FW30W0	5/8" GALVANIZED NUT		EA	.1773	\$17.73
Subtotal						666.11
Tax						56.62
Contract Total						722.73
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

351

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25414087 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 09/15/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
6	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	28.9900	\$173.94
10	00 FW30WM	USP MTW20 TWIST STRAP		EA	.6534	\$6.53
1	00 FW30WR	USP RS200 COILED STRAPPI		EA	78.5466	\$78.54
50	00 FW30W0	WASHER-5/8"-GALV		EA	.1773	\$8.86
133	00 FW30W0	5/8"x12" THREADED ROD		EA	2.8610	\$380.51
100	00 FW30W0	5/8" GALVANIZED NUT		EA	.1773	\$17.73
Subtotal						666.11
Tax						56.62
Contract Total						722.73
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****352**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25414088 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 09/15/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
7	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	28.9900	\$202.93
Subtotal						202.93
Tax						17.25
Contract Total						220.18
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****353**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25509596 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 09/24/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
5	00 FW30A4	4x4x10 #2/BTR S4S SYP .4		EA	11.0900	\$55.45
Subtotal						55.45
Tax						4.71
Contract Total						60.16
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****354****1**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25707072 UA**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 10/14/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
200	00 FW30A4	firewall		EA	.3700	\$74.00
Subtotal						74.00
Tax						.00
Contract Total						74.00
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****355**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25750908 UA**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 10/19/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:**

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
5	00 FW64BH	HOUSEWRAP TAPE 2x55 WHIT		EA	9.5000	\$47.50
1	00 FW64BH	HOUSEWRAP 9'x150 ROLL 13		RL	62.0000	\$62.00
Subtotal						109.50
Tax						9.31
Contract Total						118.81
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****356**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

25819636 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 10/27/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:**

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
13	00 FW30J2	2x6x14 SPF #2		EA	6.4360	\$83.66
Subtotal						83.66
Tax						7.11
Contract Total						90.77
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****357****1**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

26037932 UA

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 11/18/15

SHIP TO: 1254 Dingle Road

REBATE CODE:

CONSTRUCTION MANAGER:

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW30J2	M-Lumber - 3rd Flr		EA	6.8200	\$6.82
2	00 FW30J2	M-Lumber - 3rd Flr		EA	4.4600	\$8.92
Subtotal						15.74
Tax						.00
Contract Total						15.74
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

358

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

26228104 UA**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 12/10/15**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:**

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
4	00 FW30A2	2x6x12 #2/BTR S4S SYP .2		EA	6.0220	\$24.08
1	00 FW30A4	4x4x8 #2/BTR S4S SYP .40		EA	8.6336	\$8.63
14	00 FW30A5	5/4x6x12 2/BTR S4S SYP .		EA	5.0500	\$70.70
Subtotal						103.41
Tax						8.79
Contract Total						112.20
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****359**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

26410893 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
10. Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 01/05/16**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:**

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW64M0	M-Lumber - Package		EA	8.9400	\$8.94
2	00 FW64M0	M-Lumber - Package		EA	6.3300	\$12.66
2	00 FW64M0	M-Lumber - Package		EA	6.7200	\$13.44
Subtotal						35.04
Tax						.00
Contract Total						35.04
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****360**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

26670930 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 02/01/16**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:**

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW30N2	2x10x8 YP #2 COMMON		EA	4.2100	\$8.42
1	00 FW30N2	2x10x14 YP#2 COMMON		EA	9.0900	\$9.09
Subtotal						17.51
Tax						1.49
Contract Total						19.00
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****361**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

26827649 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 02/19/16**SHIP TO:** 1254 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:**

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
8	00 FW30N2	green porch		EA	1.8900	\$15.12
Subtotal						15.12
Tax						.00
Contract Total						15.12
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****362****1**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028810 OP**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
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12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 04/24/15**SHIP TO:** 1254 Dingle Road
T-Countertop - Tile/Ba**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
44	00 FW84A1	CERAMIC TILE BRIXTON 6 X		SF	2.1100	\$92.84
44	00 FW84A7	INSTALL CERAMIC WALL TIL BACKSPLASH - DIAGONAL		SF	5.7500	\$253.00
Subtotal						345.84
Tax						7.89
Contract Total						353.73

1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****363**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028813 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
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12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
T-Surrounds - Tile

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
128	00 FW84A1	CERAMIC TILE BRIXTON 9 X		SF	2.1100	\$270.08
10	00 FW84A1	CERAMIC ACCENT TILE BRIX BX10 3X12		EA	6.5000	\$65.00
1	00 FW84A6	SHOWER CORNER SHELF INST 8" X 8" X 3/4"		EA	30.0000	\$30.00
128	00 FW84A7	INSTALL CERAMIC WALL TIL		SF	5.7500	\$736.00
Subtotal						1,101.08
Tax						28.49
Contract Total						1,129.57

1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

364

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028819 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
T-Flooring - Carpet

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
87	00 FW89A1	CARPET PAD 7/16" 6LB		SY	1.5000	\$130.50
87	00 FW89A1	CARPET - RARE OPPORTUNIT		SY	6.5000	\$565.50
87	00 FW89A7	INSTALL CARPET AND PAD		SY	2.5000	\$217.50
1	00 FW89A7	CARPET STAIR LABOR		LS	50.0000	\$50.00
Subtotal						963.50
Tax						59.16
Contract Total						1,022.66

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

365

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028820 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058 **COST CODE:**

PLAN/ELE/SWG:

START DATE: 12/14/15

SHIP TO: 1254 Dingle Road
T-Flooring-Hardwood

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW76A7	STAIN OAK STAIRS		LS	595.0000	\$595.00
148	00 FW89A1	VINYL FLOOR UNDERLAYMENT		SF	.4000	\$59.20
89	00 FW89A4	HARDWOOD OAK TOWN 3"x3/8 GLUE DOWN FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		SF	2.4900	\$221.61
287	00 FW89A4	HARDWOOD OAK TOWN 3"x3/8 GLUE DOWN	A11011	SF	2.4900	\$714.63
376		**Subtotal (previous item)**				936.24
597	00 FW89A4	HARDWOOD MATERIAL CONCORD OAK		SF	4.5000	\$2,686.50
11	00 FW89A4	HARDWOOD TRANSITION STRI		LF	4.2500	\$46.75
597	00 FW89A7	INSTALL HARDWOOD - NAIL		SF	1.9000	\$1,134.30
89	00 FW89A7	INSTALL HARDWOOD - GLUE FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		SF	1.9000	\$169.10
287	00 FW89A7	INSTALL HARDWOOD - GLUE	A11011	SF	1.9000	\$545.30
376		**Subtotal (previous item)**				714.40

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

366

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028821 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058 **COST CODE:**

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
T-Flooring-Ceramic Til

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
3	00 FW40K0	METAL THRESHHOLDS 3/8 X 1-3/8 W/SATIN FINI		LF	.7500	\$2.25
181	00 FW89A1	FLOOR TILE UNDERLAYMENT		SF	.7500	\$135.75
181	00 FW89A2	CERAMIC FLOOR TILE BRIXTON 12 X 12		SF	1.1500	\$208.15
181	00 FW89A7	INSTALL FLOOR TILE		SF	2.5500	\$461.55
181	00 FW89A7	INSTALL TILE UNDERLAYMEN		SF	.6500	\$117.65
Subtotal						925.35
Tax						29.23
Contract Total						954.58

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

368

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #
04/06/2020

24028791 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Alpha Omega Construction Group Inc

07885366

PO Box 3196
Matthews NC 28106
(704) 821-7058

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
L-Roofing

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
16	00 FW68A0	DIMENSIONAL SHINGLES 30		SQ	69.0000	\$1,104.00
2	00 FW68A0	RIDGE CAP PER BUNDLE		EA	18.6600	\$37.32
57	00 FW68A0	METAL ROOFING		SF	1.6400	\$93.48
1	00 FW68A0	METAL ROOFING ENDWALL FL 10' LENGTH		EA	7.5000	\$7.50
22	00 FW68A6	DRIP EDGE 1-1/2"x1-1/2"x10'		EA	4.1000	\$90.20
5	00 FW68A6	FLASHING,ROOF TO WALL,GA 5"x6"x10'		EA	3.7500	\$18.75
2	00 FW68A6	FLASHING,STEP,ALUMINUM 5"x7", 100/PKG		PK	18.7000	\$37.40
1	00 FW68A6	VENT 12"x12"		EA	18.0000	\$18.00
13	00 FW68A6	VENT,RIDGE,PLASTIC,SHG O 4'		EA	8.0000	\$104.00
1	00 FW68A6	STARTER STRIPS PER BUNDLE		EA	30.0000	\$30.00
72	00 FW68A6	WATERPROOF BALCONY		SF	12.0000	\$864.00
17	00 FW68A7	INSTALL SHINGLES		SQ	26.0000	\$442.00
57	00 FW68A7	LABOR,METAL ROOFING		SF	3.5000	\$199.50
198	00 FW68A7			LF	.7800	\$154.44

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

369

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028791 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
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5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
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11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Alpha Omega Construction Group Inc

07885366

PO Box 3196
Matthews NC 28106
(704) 821-7058

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
L-Roofing

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
91	00 FW68A7	LABOR,DRIP EDGE		LF	1.0000	\$91.00
1	00 FW68A7	INSTALL WALL FLASHING		EA	4.0000	\$4.00
13	00 FW68A7	INSTALL OFF RIDGE VENTS		EA	3.9500	\$51.35
		INSTALL RIDGE VENT				
Subtotal						3,346.94
Tax						130.96
Contract Total						3,477.90

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

370

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE# 2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028785 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Alside

07820280

3773 State Road
Cuyahoga Falls OH 44223
(330) 922-5319

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 08/20/15

SHIP TO: 1254 Dingle Road
M-Exterior Trim 1

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
5	00 FW30W0	ALUM COIL STOCK 24" X 50 COLOR		EA	57.8800	\$289.40
3	00 FW50M0	STANDARD VENT KIT		EA	7.9000	\$23.70
20	00 FW64M0	VINYL SOFFIT 12" T-4 SOL		EA	6.1532	\$123.06
19	00 FW64M0	VINYL SOFFIT 12" T-4 VEN		EA	6.1638	\$117.11
18	00 FW64S0	5/8 J-CHANNEL - 12'		EA	2.4308	\$43.75
1	00 FW65S0	12"X24" LOUVERED GABLE V		EA	24.9375	\$24.94
1	00 FW65S0	DECO SHUTTER 12"x47" RAISED PANEL		PR	30.4500	\$30.45
2	00 FW65S0	DECO SHUTTER 12"x67" RAISED PANEL TOC - CHANGED DECO SHUTT LS 5.12.15		PR	40.9710	\$81.94
Subtotal						734.35
Tax						62.41
Contract Total						796.76

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

371

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028783 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Archer Exteriors

04597414

341 Harding Highway
Pittgrove NJ 08318
(856) 358-1457

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 10/14/15

SHIP TO: 1254 Dingle Road
L-Brick Labor 1

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
109	00 FW64V1	ROW LOCK COURSE LABOR TO INSTALL		LF	7.0000	\$763.00
360	00 FW64V7	INSTALL BRICK VENEER STANDARD		SF	4.7100	\$1,695.60
3	00 FW73A7	BUILD & INSTALL EXTERIOR COLUMN		EA	117.8800	\$353.64
Subtotal						2,812.24
Tax						.00
Contract Total						2,812.24

1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

372

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028781 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
L-Window - Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
13	00 FW62A7	INSTALL WINDOW		EA	24.6750	\$320.78
7	00 FW62A7	INSTALL IMPACT WINDOW IN		EA	50.0000	\$350.00
1	00 FW65S0	6" WIDE SILL SUPPORT		EA	25.0000	\$25.00
1	00 FW72A0	3068 FG 3-PNL,1-LITE EXT RHIS,6-9/16" JAMB, W/ SH		EA	686.0000	\$686.00
1	00 FW72A1	3068 FG 2-PANEL EXT DOOR RHIS 6-9/16" JAMB		EA	277.0000	\$277.00
1	00 FW72A1	5068 15-LITE DBL EXTERIO I/S - RH ACTIVE 6-9/16 J		EA	541.0000	\$541.00
3	00 FW72A7	INSTALL EXTERIOR DOOR		EA	50.0000	\$150.00
1	00 FW72A7	INSTALL DOUBLE EXTERIOR		EA	82.0000	\$82.00
1	00 FW72L1	2868 EXTERIOR STEEL DOOR 2-PANEL 20 MIN 6-9/16 JA		EA	170.0000	\$170.00
3	00 51A024	SH,IF,V,2440,LW,COL SGL HUNG,LOWE		EA	90.5126	\$271.54
4	00 51A024	SH,IF,V,2456,LW,COL SGL HUNG,LOWE		EA	117.2850	\$469.14
2	00 51A024	SH,IF,V,2460,LW,COL SGL HUNG,LOWE		EA	109.4430	\$218.89
2	00 51A024	SH,IF,V,3056,LW,COL SGL HUNG,LOWE		EA	135.9750	\$271.95

CONTINUED 1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

373

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028781 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
L-Window - Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 51A024	SH,IF,V,2456,LW,COL,TEMP SGL HUNG,LOWE		EA	163.8000	\$327.60
2	00 51A024	SH,IF,V,2456,LW,COL SGL HUNG,IMPACT,LOWE		EA	329.4375	\$658.88
1	00 51A024	SH,IF,V,24310,LW,COL SGL HUNG,IMPACT,LOWE		EA	257.4600	\$257.46
2	00 51A024	SH,IF,V,2450,LW,COL SGL HUNG,IMPACT,LOWE		EA	306.6525	\$613.31
1	00 51A024	SH,IF,V,3060,LW,COL SGL HUNG,IMPACT,LOWE		EA	420.5250	\$420.53
1	00 51A304	FG,IF,V,2430,LW,COL FIXED GLS,IMPACT,LOWE		EA	221.2350	\$221.24
Subtotal						6,332.32
Tax						461.51
Contract Total						6,793.83

2

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

374

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028797 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058 **COST CODE:**

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
M-Doors-Int Locks/Hdwr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW40G0	TOWEL BAR - OTHER FINISH		EA	4.4000	\$8.80
2	00 FW40G0	TOWEL RING - OTHER FINIS FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		EA	7.1300	\$14.26
1	00 FW40G0	TOWEL RING - OTHER FINIS	A11011	EA	7.1300	\$7.13
2	00 FW40G0	TOILET PAPER HOLDER - OT FINISH FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		EA	1.7000	\$3.40
1	00 FW40G0	TOILET PAPER HOLDER - OT FINISH	A11011	EA	1.7000	\$1.70
4	00 FW40G0	MOUNTING POSTS (PAIR) OTHER FINISH FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		EA	4.2800	\$17.12
1	00 FW40G0	MOUNTING POSTS (PAIR) OTHER FINISH	A11011	EA	4.2800	\$4.28
1	00 FW58A0	NEXIA STARTER KIT, INCLU BRIDGE & 1-LIGHT MODULE		EA	36.0000	\$36.00
1	00 FW58A0	DEADBOLT,KEYPAD CONNECTED,SN		EA	141.0000	\$141.00
1	00 FW58A0			EA	25.5300	\$25.53

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

375

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058 **COST CODE:**

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
M-Doors-Int Locks/Hdwr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
4	00 FW73A0	LOWER PARIS DEXTER GRIP HANDLESET W/ CORONA INSI		EA	2.2500	\$9.00
272	00 FW73A1	HOUSE NUMBERS		LF	.1400	\$38.08
144	00 FW73A1	7/16" X 11/16" PRIMED SH WM129 FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	LF	.1400	\$20.16
416		**Subtotal (previous item)**				58.24
8	00 FW74A0	HINGE STOP FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		EA	.9700	\$7.76
1	00 FW74A0	HINGE STOP	A11011	EA	.9700	.97
9	00 FW74A0	SOLID DOOR STOP FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		EA	.5700	\$5.13
3	00 FW74A0	SOLID DOOR STOP	A11011	EA	.5700	\$1.71
12		**Subtotal (previous item)**				6.84
3	00 FW74A1	DEADBOLT		EA	10.7500	\$32.25
3	00 FW74A1	KEYED ENTRY KNOB		EA	10.7500	\$32.25
4	00 FW74A1			EA	8.2500	\$33.00

CONTINUED 2

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

376

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028797 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058 **COST CODE:**

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
M-Doors-Int Locks/Hdwr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW74A1	PRIVACY KNOB FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	EA	8.2500	\$16.50
6	00 FW74A1	PRIVACY KNOB		EA	7.7000	\$46.20
2	00 FW74A1	PASSAGE KNOB FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	EA	7.7000	\$15.40
1	00 FW74A1	PASSAGE KNOB		EA	5.7500	\$5.75
2	00 FW74A1	POCKET DOOR PRIVACY		EA	3.1500	\$6.30
		DUMMY KNOB				
Subtotal						529.68
Tax						45.05
Contract Total						574.73

3

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

377

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028798 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/26/15

SHIP TO: 1254 Dingle Road
M-Interior Trim 1

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW36AL	LJ3009 NEWELL ANCHOR KIT OPT STAINED OAK RAIL W/P ALONG 2ND RAKE WALL PER PLAN		EA	13.9200	\$13.92
1	00 FW36AL	LJ3009 NEWELL ANCHOR KIT	A16685	EA	13.9200	\$13.92
12	00 FW36A0	34" WOOD BALUSTERS OPT STAINED OAK RAIL W/P ALONG 2ND RAKE WALL PER PLAN		EA	2.3500	\$28.20
9	00 FW36A0	34" WOOD BALUSTERS	A16685	EA	2.3500	\$21.15
21		**Subtotal (previous item)**				49.35
10	00 FW36A0	HANDRAIL WALL MOUNT BRAC		EA	1.8000	\$18.00
1	00 FW36A0	48" 4040 OAK STARTER NEW POST OPT STAINED OAK RAIL W/P ALONG 2ND RAKE WALL PER PLAN		EA	30.0000	\$30.00
1	00 FW36A0	48" 4040 OAK STARTER NEW POST	A16685	EA	30.0000	\$30.00
1	00 FW36A0	OAK ROSETTE OPT STAINED OAK RAIL W/P ALONG 2ND RAKE WALL PER PLAN		EA	4.1000	\$4.10
1	00 FW36A0	OAK ROSETTE	A16685	EA	4.1000	\$4.10
40	00 FW36O0			LF	3.8500	\$154.00

CONTINUED 1

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Approved By:

378

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028798 OP

SPECIAL INSTRUCTIONS

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DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/26/15

SHIP TO: 1254 Dingle Road
M-Interior Trim 1

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
3	00 FW3600	#6010 OAK HANDRAIL TOC - INCREASE HANDRAIL 6.10.15 OPT STAINED OAK RAIL W/P ALONG 2ND RAKE WALL PER PLAN	A16685	LF	3.8500	\$11.55
43		#6010 OAK HANDRAIL **Subtotal (previous item)**				165.55
2	00 FW72A2	2/4x6/8x1-3/8 HC INTERIO DWFJ P/H RH		EA	59.0000	\$118.00
1	00 FW72A2	2/6x6/8x1-3/8 HC INTERIO DWFJ P/H RH FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		EA	59.0000	\$59.00
1	00 FW72A2	2/6x6/8x1-3/8 HC INTERIO DWFJ P/H RH	A11011	EA	59.0000	\$59.00
1	00 FW72A2	2/6x6/8x1-3/8 HC INTERIO DWFJ P/H RH		EA	60.0000	\$60.00
2	00 FW72A2	2/8x6/8x1-3/8 HC INTERIO DWFJ P/H RH FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	EA	60.0000	\$120.00
1	00 FW72A6	2/8x6/8x1-3/8 HC INTERIO DWFJ P/H RH		EA	129.0000	\$129.00
1	00 FW72L1	6/0x6/8x1-3/8 HC INT DBL DOUBLE ACTION, BALL CATC		EA	54.0000	\$54.00

CONTINUED 2

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Approved By:

379

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028798 OP

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DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/26/15

SHIP TO: 1254 Dingle Road
M-Interior Trim 1

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW72L2	1/6x6/8x1-3/8 HC INTERIO DWFJ P/H LH		EA	56.0000	\$56.00
1	00 FW72L2	2/0x6/8x1-3/8 HC INTERIO DWFJ P/H LH		EA	59.0000	\$59.00
2	00 FW72L2	2/4x6/8x1-3/8 HC INTERIO DWFJ P/H LH		EA	60.0000	\$120.00
1	00 FW72L2	2/8x6/8x1-3/8 HC INTERIO DWFJ P/H LH		EA	71.0000	\$71.00
1	00 FW72L3	2/8x6/8x1-3/8 HC INTERIO DWFJ P/H LH 6-9/16" JAM FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	EA	62.0000	\$62.00
1	00 FW72S2	3/0x6/8x1-3/8 HC INTERIO DWFJ P/H LH		EA	30.0000	\$30.00
1	00 FW73A0	2/8x6/8x1-3/8 HC INTERIO		EA	4.8500	\$4.85
3	00 FW73A1	BUILDER PACK SHIMS PER BUNDLE		EA	12.6500	\$37.95
16	00 FW73A1	1X8X16 MDF FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	LF	.5300	\$8.48
16	00 FW73A1	11/16"X 5-1/4" PINE STOO WM1021 FJ PRIMED		LF	.5200	\$8.32

CONTINUED 3

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Approved By:

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ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028798 OP

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SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/26/15

SHIP TO: 1254 Dingle Road
M-Interior Trim 1

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
64	00 FW73A1	11/16x2-5/8" CHAIR RAIL MDF390		LF	.2400	\$15.36
154	00 FW73A1	11/16"X 1-3/8" FJ WM163 PRIMED BASE CAP (OGEE)		LF	.2400	\$36.96
14	00 FW73A1	2-1/4" MDF COL CASING #3 FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	LF	.2400	\$3.36
168		2-1/4" MDF COL CASING #3 **Subtotal (previous item)**				40.32
192	00 FW73A1	3-1/4" BASEBOARD WM 623		LF	.2500	\$48.00
16	00 FW73A1	#425 CHAIR RAIL BACKER -		LF	.5600	\$8.96
288	00 FW73A1	5-1/4 BASEBOARD MDF629 FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		LF	.4800	\$138.24
144	00 FW73A1	5-1/4 BASEBOARD MDF629 FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	LF	.4800	\$69.12
432		5-1/4 BASEBOARD MDF629 **Subtotal (previous item)**				207.36
384	00 FW73A1	9/16"X 3-5/8" CROWN WM49 PRIMED TOC - INCREASE CROWN MOL S 5.29.15 FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S		LF	.3800	\$145.92

CONTINUED 4

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Approved By:

381

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028798 OP

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/26/15

SHIP TO: 1254 Dingle Road
M-Interior Trim 1

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
144	00 FW73A1	POWDER ROOM	A11011	LF	.3800	\$54.72
528		9/16"X 3-5/8" CROWN WM49 PRIMED				200.64
1	00 FW73A3	**Subtotal (previous item)** 3068 CASED OPENING		EA	31.0000	\$31.00
Subtotal						1,937.18
Tax						164.70
Contract Total						2,101.88

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

382

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028799 OP

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ORDERED BY: _____

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SUPPLIER NAME: Builders First Source

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INVOICES TO:

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Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
M-Inter Special Trim

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
3	00 FW36A0	HANDRAIL WALL MOUNT BRAC		EA	1.8000	\$5.40
2	00 FW73A1	1X8X16 MDF		EA	12.6500	\$25.30
32	00 FW73A1	11/16x2-5/8" CHAIR RAIL MDF390		LF	.5200	\$16.64
80	00 FW73A1	11/16"X 1-3/8" FJ WM163 PRIMED BASE CAP (OGEE)		LF	.2400	\$19.20
80	00 FW73A1	2-1/4" MDF COL CASING #3		LF	.2400	\$19.20
32	00 FW73A1	3-1/4" BASEBOARD WM 623		LF	.2500	\$8.00
32	00 FW73A1	#425 CHAIR RAIL BACKER -		LF	.5600	\$17.92
80	00 FW73A1	7/16" X 11/16" PRIMED SH WM129		LF	.1400	\$11.20
48	00 FW73A1	9/16"X 3-5/8" CROWN WM49 PRIMED		LF	.3800	\$18.24
Subtotal						141.10
Tax						11.98
Contract Total						153.08

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

383

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028765 OP**SPECIAL INSTRUCTIONS**

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13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Carpenter Contractors of America

05638214

3900 Avenue G
Winter Haven FL 33880
(910) 875-5419**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 05/01/15**SHIP TO:** 1254 Dingle Road
M-Roof Trusses**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW32R1	ROOF TRUSSES PLAN 1718 ELEVATION BE		EA	1,450.0000	\$1,450.00
Subtotal						1,450.00
Tax						123.25
Contract Total						1,573.25

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****384**

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028766 OP**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Carpenter Contractors of America

05638214

3900 Avenue G
Winter Haven FL 33880
(910) 875-5419**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 06/02/15**SHIP TO:** 1254 Dingle Road
M-Floor Truss 2nd Flr**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW30VR	1-1/8 X 16"X 12' RIM BOA		EA	24.7212	\$24.72
1	00 FW32F1	FLOOR TRUSSES - 2ND FLOO PLAN 1718 END		EA	1,925.0000	\$1,925.00
Subtotal						1,949.72
Tax						165.73
Contract Total						2,115.45

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****385**

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028767 OP**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Carpenter Contractors of America

05638214

3900 Avenue G
Winter Haven FL 33880
(910) 875-5419**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 06/02/15**SHIP TO:** 1254 Dingle Road
M-Floor Truss 3rd Flr**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW32F1	FLOOR TRUSSES - 3RD FLOOR PLAN 1718 END		EA	3,725.0000	\$3,725.00
Subtotal						3,725.00
Tax						316.63
Contract Total						4,041.63

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****386**

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028835 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Fireside Hearth & Home

04455838

PO Box 414845
Boston MA 02241-4845
(704) 598-6575

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/03/15

SHIP TO: 1254 Dingle Road
T-Fireplace-Firebox Set

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 73PLFX	FP,INSTALL DV GAS FIREPL	A15507	EA	125.0000	\$125.00
1	00 73PLNX	FP,INSTALL FAN UNIT	A15507	EA	10.0000	\$10.00
1	00 73PMFN	FP,DV GAS - DV3732 INCL-FRNT/SCRN & TERM KI	A15507	EA	475.0000	\$475.00
1	00 73PMNX	FP,FAN UNIT GFK160A	A15507	EA	90.0000	\$90.00
Subtotal						700.00
Tax						48.03
Contract Total						748.03

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

387

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028836 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Fireside Hearth & Home

04455838

PO Box 414845
Boston MA 02241-4845
(704) 598-6575

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/03/15

SHIP TO: 1254 Dingle Road
T-FP - Mantel

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 73PLHX	FP,INSTALL HEARTH	A15507	EA	25.0000	\$25.00
1	00 73PLMX	FP,INSTALL MANTEL	A15507	EA	20.0000	\$20.00
1	00 73PLSX	FP,INSTALL SURROUND	A15507	EA	12.5000	\$12.50
1	00 73PMHX	FP,GRANITE HEARTH ABSOLUTE BLACK	A15507	EA	94.5000	\$94.50
1	00 73PMMX	FP,MANTEL - B - ROSEVILL PRIMED	A15507	EA	135.0000	\$135.00
1	00 73PMSX	FP,GRANITE SURROUND ABSOLUTE BLACK	A15507	EA	94.5000	\$94.50
Subtotal						381.50
Tax						27.54
Contract Total						409.04

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

388

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028789 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Gale Insulation Inc
02155680 Builders Service Group, Inc.
PO Box 534451
Atlanta GA 30353-4451
(843) 871-8358

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600058 **COST CODE:**
PLAN/ELE/SWG:
START DATE: 12/07/15
SHIP TO: 1254 Dingle Road
T-Batt Insulation

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1789	00 FW66A0	R-13 FIBERGLASS BATT UNF		SF	.2177	\$389.47
1840	00 FW66A0	R-19 FIBERGLASS BATT UNFACED		SF	.2521	\$463.86
904	00 FW66A0	R-30 FIBERGLASS BATT		SF	.4853	\$438.71
4533	00 FW66A7	INSTALL BATT INSULATION		SF	.0525	\$237.98
1	00 FW66T0	INSULATION-TURNKEY AIR INFILTRATION PACKAGE		LS	225.0000	\$225.00
Subtotal						1,755.02
Tax						109.82
Contract Total						1,864.84

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

389

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028790 OP**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Gale Insulation Inc
02155680 Builders Service Group, Inc.
PO Box 534451
Atlanta GA 30353-4451
(843) 871-8358

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms
JOB/UNIT NO: 18886600058 **COST CODE:**
PLAN/ELE/SWG:
START DATE: 12/07/15
SHIP TO: 1254 Dingle Road
T-Blown Insulation

REBATE CODE:**CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
596	00 FW66A0	R-30 BLOWN FIBERGLASS		SF	.2886	\$172.01
596	00 FW66A7	INSTALL BLOWN INSULATION		SF	.0393	\$23.42
Subtotal						195.43
Tax						14.62
Contract Total						210.05

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****390**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028814 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: General Electric Company
06775675 gecplennarorders@appl.ge.com
PO Box 281865
Atlanta GA 30384-1865

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600058 **COST CODE:**
PLAN/ELE/SWG:
START DATE: 12/01/15
SHIP TO: 1254 Dingle Road
13AI013891 1/14

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 67ADA0	DSHWSR-ACC,MOUNT KIT HA		EA	5.0000	\$5.00
1	00 67AD00	DSHWSR-4CYCL,8OPT,DISCON USE 67AD000110 INSTEAD		EA	315.0000	\$315.00
1	00 67A000	SUPPLY&ATTACH DISHWASHER		EA	9.0000	\$9.00
Subtotal						329.00
Tax						27.21
Contract Total						356.21

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

391

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028815 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: General Electric Company
06775675 gecplennarorders@appl.ge.com
PO Box 281865
Atlanta GA 30384-1865

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600058 **COST CODE:**
PLAN/ELE/SWG:

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

START DATE: 04/24/15
SHIP TO: 1254 Dingle Road
13AI014625 2/9

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 67AMH0	MICRO-HOOD,DISCONTINUED USE 67AMH00063 INSTEAD		EA	192.0000	\$192.00
1	00 67ARG0	RANGE,30IN,GAS,DISCONTIN USE 67ARG00089 INSTEAD ra 13AI015271		EA	712.0000	\$712.00
1	00 67A000	INSTALL MICROWAVE ABOVE THE COOKTOP(ATC)		EA	32.0000	\$32.00
Subtotal						936.00
Tax						76.84
Contract Total						1,012.84

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

392

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028816 OP**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: General Electric Company
06775675 gecplennarorders@appl.ge.com
PO Box 281865
Atlanta GA 30384-1865

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600058 **COST CODE:**
PLAN/ELE/SWG:
START DATE: 12/01/15
SHIP TO: 1254 Dingle Road
M-Appliance - Refrig

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

REBATE CODE:**CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 67AFS0	FRIG-SBS,25.4CF,ADA,SS 36IN,DOOR DISP-LOCK		EA	780.0000	\$780.00
1	00 67A000	SUPPLY&INSTALL WATERLINE (EXISTING WATER LINE STU		EA	19.0000	\$19.00
1	00 67A000	INSTALL REFRIGERATOR		EA	16.0000	\$16.00
Subtotal						815.00
Tax						66.30
Contract Total						881.30

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****393**

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24240175 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: General Electric Company
06775675 gecplennarorders@appl.ge.com
PO Box 281865
Atlanta GA 30384-1865

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600058 **COST CODE:**
PLAN/ELE/SWG:

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

START DATE: 12/01/15
SHIP TO: 1254 Dingle Road
13AI0194593 2/9

REBATE CODE:

CONSTRUCTION MANAGER:

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 67AWA0	WSHR-ACC,2-PK,4FT RBR HO	A28515	EA	7.0000	\$7.00
1	00 67AWT0	WSHR-TOP-27IN,AGTR,DISCO USE 67AWT00028 INSTEAD GE ELECTRIC WASHER & DRY WHITE	A28515	EA	322.0000	\$322.00
1	00 67AYA0	DRYR-ACC,4FT-30AMP-4WIRE GE ELECTRIC WASHER & DRY WHITE	A28515	EA	9.0000	\$9.00
1	00 67AYEF	DRYR-ELC-FRT,27IN,DISCON USE 67AYEF0030 INSTEAD GE ELECTRIC WASHER & DRY WHITE	A28515	EA	222.0000	\$222.00
1	00 67A000	INSTALL WASHER GE ELECTRIC WASHER & DRY WHITE	A28515	EA	16.0000	\$16.00
1	00 67A000	INSTALL ELECTRIC DRYER	A28515	EA	30.0000	\$30.00
Subtotal						606.00
Tax						47.61
Contract Total						653.61

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

394

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028792 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: GMS Strategic Solutions Inc

07920221

jkelly@capmat.net
PO Box 1528
Tucker GA 30085-1528
(770) 491-9487

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
T-Wallboard-Final

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
20	00 FW34R0	2" C RUNNNER 25 GAUGE 10		EA	3.4870	\$69.74
43	00 FW34R0	2" H STUD 25 GAUGE 12'		EA	6.5340	\$280.96
79	00 FW70A4	1"x24"x12' SHAFTLINER DENS GLASS		EA	16.6320	\$1,313.93
Subtotal						1,664.63
Tax						141.49
Contract Total						1,806.12

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

395

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028793 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: GMS Strategic Solutions Inc

07920221

jkelly@capmat.net

PO Box 1528

Tucker GA 30085-1528

(770) 491-9487

INVOICES TO:

Royal Palms

1187 Dingle Road

Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 07/06/15

SHIP TO: 1254 Dingle Road
M-Wallboard

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
49	00 FW70A1	1/2 REGULAR 4x12		EA	12.1440	\$595.06
160	00 FW70A1	1/2 REGULAR 54"x12' FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		EA	15.0120	\$2,401.92
15	00 FW70A1	1/2 REGULAR 54"x12'	A11011	EA	15.0120	\$225.18
175		**Subtotal (previous item)**				2,627.10
10	00 FW70A2	1/2 MOISTURE RESISTANT 4		EA	18.4840	\$184.84
33	00 FW70A4	5/8 FIRECODE X-4'x12'		EA	13.3440	\$440.35
Subtotal						3,847.35
Tax						327.02
Contract Total						4,174.37

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

396

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028771 OP**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Onsite Safety Inc

07901266

2460 West SR 426 Ste 1002
Oviedo FL 32765
(877) 200-4879**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058**COST CODE:****PLAN/ELE/SWG:****START DATE:** 04/24/15**SHIP TO:** 1254 Dingle Road
T-Safety Railing**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW38A0	SAFETY RAILING FOR STAIR		EA	170.0000	\$340.00
Subtotal						340.00
Tax						.00
Contract Total						340.00

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****397**

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028808 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Timberlake Cabinetry

07022907

PO Box 535292
Atlanta GA 30353
(540) 665-9142

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
L-Cabinets-Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
46	00 FW81A0	CAB,HARDWARE,KNOB BRUSHED NICKEL		EA	1.4476	\$66.59
4	00 FW81B0	CAB,BR/SM,FILLERS,STANDA UF3		EA	4.3656	\$17.46
2	00 FW81B0	CAB,BR/SM,FILLERS,STANDA UF342		EA	6.4200	\$12.84
1	00 FW81B0	CAB,BR/SM,FILLERS,OVERSI UF380		EA	11.1500	\$11.15
1	00 FW81B0	CAB,BR/SM,MOLDING,BATTEN BM8BLD		EA	1.3200	\$1.32
5	00 FW81B0	CAB,BR/SM,MOLDING,CROWN TCCM8WD		EA	55.1600	\$275.80
1	00 FW81B0	CAB,BR/SM,MOLDING,OUSTID OCM8BLD		EA	4.7218	\$4.72
6	00 FW81B0	CAB,BR/SM,MOLDING,SHOE SHM8BLD		EA	2.6653	\$15.99
8	00 FW81B0	CAB,BR/SM,MOLDING,STRAIG UM8BLD		EA	1.8900	\$15.12
1	00 FW81B0	CAB,BR/SM,PANELS DWR3		EA	26.6300	\$26.63
2	00 FW81B0	CAB,BR/SM,PANELS FP4834PRT		EA	20.0200	\$40.04
5	00 FW81B0			EA	2.6400	\$13.20

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

398

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028808 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Timberlake Cabinetry

07022907

PO Box 535292
Atlanta GA 30353
(540) 665-9142

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
L-Cabinets-Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW81B4	CAB,BR/SM,TOE KICK BTK8PRT		EA	85.7847	\$85.78
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,STA B12R		EA	90.5869	\$90.59
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,STA B15R		EA	197.1083	\$197.11
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,STA B48		EA	140.5900	\$140.59
2	00 FW81B4	CAB,BR/SM,RP,SO,BASE,SIN SB39		EA	131.4200	\$262.84
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,COR BLB36/39		EA	160.2300	\$160.23
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,COR BLB48/51		EA	133.8066	\$133.81
1	00 FW81B4	CAB,BR/SM,RP,SO,VANI,SIN VSB48, 30"/31"		EA	86.8760	\$86.88
2	00 FW81B4	CAB,BR/SM,RP,SO,VANI,DWR VDB1534H, 34"		EA	90.5900	\$181.18
1	00 FW81B4	CAB,BR/SM,RP,SO,VANI,SIN VSB2434H, 34"		EA	263.0000	\$263.00
1	00 FW81B4	CAB,BR/SM,RP,SO,VANI,LIN VLC182184L AS,84"		EA	97.5719	\$97.57
		CAB,BR/SM,RP,SO,WALL,STA				

CONTINUED 2

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

399

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028808 OP

SPECIAL INSTRUCTIONS

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DATE: _____

SUPPLIER NAME: Timberlake Cabinetry

07022907

PO Box 535292
Atlanta GA 30353
(540) 665-9142

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600058

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/24/15

SHIP TO: 1254 Dingle Road
L-Cabinets-Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW81B4	W3024,12"D,24"H		EA	112.8516	\$112.85
		CAB,BR/SM,RP,SO,WALL,STA				
2	00 FW81B5	W3924,12"D,24"H		EA	76.8400	\$153.68
		CAB,BR/SM,RP,SO,WALL,STA				
1	00 FW81B5	W1236R,12"D,36"H		EA	106.3100	\$106.31
		CAB,BR/SM,RP,SO,WALL,STA				
1	00 FW81B5	W2436,12"D,36"H		EA	115.4800	\$115.48
		CAB,BR/SM,RP,SO,WALL,STA				
1	00 FW81B5	W2736,12"D,36"H		EA	98.0200	\$98.02
		CAB,BR/SM,RP,SO,WALL,BLN				
1	00 FW81B5	BLW24/2736,12"D,36"H		EA	137.3100	\$137.31
		CAB,BR/SM,RP,SO,WALL,BLN				
2	00 FW81P0	BLW36/3936,12"D,36"H		EA	1.1489	\$2.30
		CAB,PINE STRIPS				
2	00 FW81P0	1"X 2"X 96"		EA	3.2398	\$6.48
		CAB,PINE STRIPS				
23	00 FW82A7	2"X 4"X 96" - HWC2X4X96		EA	21.0900	\$485.07
		INSTALL CABINETS PER BOX				
40	00 FW82A7			LF	2.6418	\$105.67
		INSTALL CROWN MOLDING				
46	00 FW82A7			EA	.8325	\$38.30
		INSTALL HARDWARE				

CONTINUED 3

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

400

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER #
04/06/2020
24028808 OP

ORDERED BY: _____
DATE: _____

SUPPLIER NAME: Timberlake Cabinetry		SUBDIVISON: Royal Palms	COST CODE:
07022907	PO Box 535292 Atlanta GA 30353 (540) 665-9142	JOB/UNIT NO: 18886600058	
INVOICES TO:	Royal Palms 1187 Dingle Road Mt Pleasant SC 29466	PLAN/ELE/SWG:	
		START DATE: 04/24/15	
		SHIP TO: 1254 Dingle Road L-Cabinets-Install	

REBATE CODE: CONSTRUCTION MANAGER: Price, John

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

401

PURCHASE ORDER

PURCHASE ORDER #

04/06/2020

24028782 OP**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
10. Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Triangle Brick Co Inc

07022860

PO Box 63155
Charlotte NC 28263-3155
(800) 849-0612**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600058 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 08/21/15**SHIP TO:** 1254 Dingle Road
M-Brick Material**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
20	00 FW64V1	SOLID BRICK - PER PIECE		EA	.5000	\$10.00
5	00 FW64V1	BRICK PER CUBE - OVERSIZ (450)		EA	102.5000	\$512.50
Subtotal						522.50
Tax						44.41
Contract Total						566.91

1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****402**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

Exhibit 6

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389153 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
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12. Separate invoices are required for each purchase order.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/03/15

SHIP TO: 1279 Dingle Road
M-Lumber - Package

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
7	00 FW30N1	1x4x16 YP #2 COMMON TOC - ADDED 1X4X16 BOARD PORCH / JLS 4.3.15		EA	4.5100	\$31.57
28	00 FW30TS	SUB FLOOR GLUE 29 OZ		EA	3.4600	\$96.88
2	00 FW30T3	3 1/2 SILL SEAL 50' ROLL		RL	2.2000	\$4.40
2	00 FW30T5	5 1/2 SILL SEAL 50' ROLL		RL	3.3800	\$6.76
4	00 FW30WC	USP C44TZ OUTSIDE CORNER POST FAST		EA	3.0200	\$12.08
2	00 FW30WH	USP HTT4 HOLDDOWN		EA	8.9900	\$17.98
37	00 FW30WL	USP LBPS58TZ SLOTTED SQ 5/8"X3" TRIPLE ZINC		EA	.7700	\$28.49
4	00 FW30WL	USP LUGT2 GIRDER TIEDOWN		EA	4.0500	\$16.20
4	00 FW30WP	USP PAU44TZ POST BASE TR ZINC		EA	11.9100	\$47.64
1	00 FW30WR	USP RS200 COILED STRAPPI		EA	83.4900	\$83.49
80	00 FW30WR	USP RT16 HURRICANE TRUSS ANCHOR		EA	1.2200	\$97.60
6	00 FW30WR	USP RT16-2 DOUBLE ROOF T ANCHOR		EA	1.1700	\$7.02
1	00 FW30W0			BX	8.6700	\$8.67

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

404

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389153 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
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12. Separate invoices are required for each purchase order.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/03/15

SHIP TO: 1279 Dingle Road
M-Lumber - Package

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
14	00 FW30W0	7/16" GALV. PLYCLIPS		EA	.1773	\$2.48
4	00 FW30W0	WASHER-5/8"-GALV		EA	.2600	\$1.04
51	00 FW30W0	WASHER-3/4"-GALV		EA	2.9000	\$147.90
4	00 FW30W0	5/8"x12" THREADED ROD		EA	2.4800	\$9.92
51	00 FW30W0	3/4x8 GALVANIZED CARRIAG		EA	.1773	\$9.04
4	00 FW30W0	5/8" GALVANIZED NUT		EA	.3300	\$1.32
9	00 FW30W0	NUT-GALV-3/4"		EA	18.3546	\$165.19
9	00 FW30W0	EPOXY MIX - LARGE		EA	1.2380	\$11.14
13	00 FW30W0	EPOXY TIP - LARGE		EA	8.8100	\$114.53
4	00 FW30W0	USP HTT16 TENSION TIE "DISCONTINUED, USE HTT45		EA	11.8700	\$47.48
12	00 FW30W0	USP HTT22 TENSION TIE		EA	1.8800	\$22.56
18	00 FW30W0	USP JA7 JOIST ANGLE		EA	.4300	\$7.74
6	00 FW30W0	USP LSTA18 FLAT STRAP RA TIE		EA	.2100	\$1.26
2	00 FW30W0	USP MP34 FRAMING ANCHOR		EA	1.1700	\$2.34
4	00 FW30W0	USP JUS 28-2 2X8 DBL SLANT NAIL JST H		EA	3.5300	\$14.12
		USP BL8, CORNER BRACE				

CONTINUED 2

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

405

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389153 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/03/15

SHIP TO: 1279 Dingle Road
M-Lumber - Package

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
17	00 FW36S0	36" WIDE STAIRS PER RISE CARPET GRADE		EA	21.0000	\$357.00
17	00 FW36S0	36" WIDE STAIRS PER RISE OAK TREAD W/ PAINTED RIS		EA	63.0700	\$1,072.19
3	00 FW64BH	HOUSEWRAP TAPE 2x55 WHIT TOC - INCREASE HOUSEWRAP S 3.20.15		EA	9.5000	\$28.50
2	00 FW64BH	HOUSEWRAP 9'x150 ROLL 13		RL	62.0000	\$124.00
Subtotal						2,598.53
Tax						220.90
Contract Total						2,819.43

3

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

406

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389154 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/20/15

SHIP TO: 1279 Dingle Road
M-Lumber - 1st Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW30A1	2x8x8' #1 S4S SYP .25 AC		EA	6.1500	\$12.30
2	00 FW30A1	2x8x16' #1 S4S SYP .25 A		EA	12.9600	\$25.92
14	00 FW30A2	2x4x14 #2/BTR S4S SYP .2		EA	6.1200	\$85.68
11	00 FW30A2	2x6x14 #2/BTR S4S SYP .2		EA	8.2200	\$90.42
4	00 FW30A2	2x10x10 #2/BTR S4S SYP .		EA	9.7000	\$38.80
14	00 FW30A2	2x10x12 #2/BTR S4S SYP .		EA	11.6400	\$162.96
1	00 FW30A4	4x4x10 #2/BTR S4S SYP .4		EA	11.2400	\$11.24
2	00 FW30A4	4x4x12 #2/BTR S4S SYP .4		EA	13.0800	\$26.16
177	00 FW30H2	2x4x104-5/8 PC STUD		EA	2.9600	\$523.92
105	00 FW30H2	2x6x104-5/8 PC STUD		EA	5.2200	\$548.10
29	00 FW30H2	2x6x116-5/8 PC STUD		EA	6.2500	\$181.25
33	00 FW30J2	2x4x14 SPF #2		EA	4.6900	\$154.77
23	00 FW30J2	2x6x14 SPF #2		EA	7.5600	\$173.88
5	00 FW30N2	2x8x8 YP #2 COMMON		EA	4.0700	\$20.35
2	00 FW30N2	2x8x12 YP #2 COMMON		EA	6.3900	\$12.78
1	00 FW30N2	2x10x8 YP #2 COMMON		EA	4.7600	\$4.76
1	00 FW30N2	2x10x14 YP#2 COMMON		EA	10.1400	\$10.14

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

407

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389154 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/20/15

SHIP TO: 1279 Dingle Road
M-Lumber - 1st Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW30N2	2x12x8 YP #2 COMMON		EA	7.3400	\$14.68
5	00 FW30N2	2x12x12 YP #2 COMMON		EA	13.5800	\$67.90
14	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	30.4800	\$426.72
18	00 FW30T0	7/16x4x8 OSB		EA	6.9000	\$124.20
20	00 FW30T2	23/32x4x8 CDX PT PLYWOOD		EA	33.1500	\$663.00
3	00 FW66A0	INSULATION 1" 2X8 BOARD		EA	11.2173	\$33.65
Subtotal						3,413.58
Tax						290.17
Contract Total						3,703.75

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389155 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 05/01/15

SHIP TO: 1279 Dingle Road
M-Lumber - 2nd Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
6	00 FW30A2	2x4x8 #2/BTR S4S SYP .25		EA	3.4903	\$20.94
8	00 FW30A2	2x4x10 #2/BTR S4S SYP .2		EA	4.3701	\$34.96
3	00 FW30A2	2x10x8 #2/BTR S4S SYP .2		EA	6.7000	\$20.10
4	00 FW30A2	2x10x10 #2/BTR S4S SYP .		EA	9.8388	\$39.36
4	00 FW30A2	2x10x12 #2/BTR S4S SYP .		EA	11.8066	\$47.23
1	00 FW30A4	4x4x10 #2/BTR S4S SYP .4		EA	11.4622	\$11.46
275	00 FW30H2	2x4x104-5/8 PC STUD		EA	2.8062	\$771.71
111	00 FW30H2	2x6x104-5/8 PC STUD		EA	4.8990	\$543.79
130	00 FW30J2	2x4x14 SPF #2		EA	4.3699	\$568.09
46	00 FW30J2	2x6x14 SPF #2		EA	7.1540	\$329.08
5	00 FW30N2	2x8x12 YP #2 COMMON		EA	6.7099	\$33.55
3	00 FW30N2	2x10x8 YP #2 COMMON		EA	4.7600	\$14.28
2	00 FW30N2	2x10x10 YP #2 COMMON		EA	7.4388	\$14.88
11	00 FW30N2	2x10x14 YP#2 COMMON		EA	10.5909	\$116.50
1	00 FW30S2	2868 DWFJ POCKET FRAME		EA	77.4000	\$77.40
39	00 FW30TE	23/32 4x8 EDGE GOLD SUBFL		EA	16.2700	\$634.53
18	00 FW30T0	7/16x4x8 OSB		EA	6.7507	\$121.51

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

409

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389155 OP**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
10. Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600051**COST CODE:****PLAN/ELE/SWG:****START DATE:** 05/01/15**SHIP TO:** 1279 Dingle Road
M-Lumber - 2nd Flr**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
7	00 FW30V0	4' X 9' STRUCTURAL GRADE THERMOPLY		EA	10.2000	\$71.40
Subtotal						3,470.77
Tax						294.99
Contract Total						3,765.76

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****410**

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389156 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
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11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 05/01/15

SHIP TO: 1279 Dingle Road
M-Lumber - 3rd Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
12	00 FW30A1	1x8x12' #2/BTR S4S SYP .		EA	6.4167	\$77.00
6	00 FW30A2	2x2x8 #2/BTR S4S SYP .25		EA	2.0851	\$12.51
1	00 FW30A2	2x6x12 #2/BTR S4S SYP .2		EA	7.0300	\$7.03
1	00 FW30A2	2x8x12 #2/BTR S4S SYP .2		EA	9.0599	\$9.06
27	00 FW30A5	5/4x6x12 2/BTR S4S SYP .		EA	5.7750	\$155.93
260	00 FW30H2	2x4x104-5/8 PC STUD		EA	2.8062	\$729.61
98	00 FW30H2	2x6x104-5/8 PC STUD		EA	4.8990	\$480.10
114	00 FW30J2	2x4x14 SPF #2		EA	4.3699	\$498.17
25	00 FW30J2	2x6x14 SPF #2		EA	7.1540	\$178.85
3	00 FW30N2	2x8x12 YP #2 COMMON		EA	6.7099	\$20.13
17	00 FW30N2	2x8x14 YP #2 COMMON		EA	7.7967	\$132.54
4	00 FW30N2	2x10x8 YP #2 COMMON		EA	4.7600	\$19.04
1	00 FW30N2	2x10x14 YP#2 COMMON		EA	10.5909	\$10.59
29	00 FW30TE	23/32 4x8 EDGE GOLD SUBFL		EA	16.2700	\$471.83
33	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	31.0880	\$1,025.90
51	00 FW30T0	7/16x4x8 OSB		EA	6.7507	\$344.29
55	00 FW30T0			EA	9.0107	\$495.59

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

411

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389156 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
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12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 05/01/15

SHIP TO: 1279 Dingle Road
M-Lumber - 3rd Flr

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
3	00 FW30V0	7/16x4x8 OSB TECH SHIELD		EA	10.2000	\$30.60
7	00 FW68A0	4' X 9' STRUCTURAL GRADE THERMOPLY		RL	15.0000	\$105.00
2	00 FW68A0	FELT,15LB,ASTM 36" TOC - INCREASE FELT BY 2 / JLS 3.31.15 ICE & WATER SHIELD 36"		RL	47.5851	\$95.17
Subtotal						4,898.94
Tax						416.41
Contract Total						5,315.35

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

412

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

24772237 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600051**COST CODE:****PLAN/ELE/SWG:****START DATE:** 07/07/15**SHIP TO:** 1279 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
10	00 FW30T0	1/2x4x8 FIRERATED PLYWOOD		EA	28.9900	\$289.90
Subtotal						289.90
Tax						24.64
Contract Total						314.54
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****413****1**

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

EXTRA PURCHASE ORDER

PURCHASE ORDER #
04/02/2020

24963214 UA

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051 **COST CODE:**

PLAN/ELE/SWG:

START DATE: 07/28/15

SHIP TO: 1279 Dingle Road

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
4	00 FW30WL	USP LUGT2 GIRDER TIEDOWN		EA	3.8115	\$15.24
3	00 FW30WP	USP PAU44TZ POST BASE TR ZINC		EA	11.2068	\$33.62
14	00 FW30W0	WASHER-5/8"-GALV		EA	.1773	\$2.48
15	00 FW30W0	5/8" GALVANIZED NUT		EA	.1773	\$2.65
5	00 FW30W0	EPOXY MIX - LARGE		EA	18.3546	\$91.77
5	00 FW30W0	EPOXY TIP - LARGE		EA	1.2380	\$6.19
8	00 FW30W0	USP HTT22 TENSION TIE		EA	11.1672	\$89.33
Subtotal						241.28
Tax						20.52
Contract Total						261.80
EXTRA						

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

25074163 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600051 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 08/06/15**SHIP TO:** 1279 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
10	00 FW30W0	5/8"x12" THREADED ROD		EA	2.8610	\$28.61
Subtotal						28.61
Tax						2.43
Contract Total						31.04
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****415**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

25338820 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600051 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 09/03/15**SHIP TO:** 1279 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
5	00 FW30A2	2x6x14 #2/BTR S4S SYP .2		EA	6.9300	\$34.65
Subtotal						34.65
Tax						2.95
Contract Total						37.60
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****416**

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

25489425 UA**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: 84 Lumber Company LP

04968537

PO Box 365
Eighty Four PA 15330
(877) 805-6911**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600051 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 09/22/15**SHIP TO:** 1279 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
14	00 FW30A5	5/4x6x10 2/BTR S4S SYP .		EA	5.1400	\$71.96
Subtotal						71.96
Tax						6.12
Contract Total						78.08
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****417****1**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389202 OP**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600051 **COST CODE:****PLAN/ELE/SWG:****START DATE:** 02/27/15**SHIP TO:** 1279 Dingle Road
T-Countertop - Tile/Ba**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
51	00 FW84A1	CERAMIC TILE BRIXTON 6 X		SF	2.1100	\$107.61
51	00 FW84A7	INSTALL CERAMIC WALL TIL BACKSPLASH - DIAGONAL		SF	5.7500	\$293.25
Subtotal						400.86
Tax						9.15
Contract Total						410.01

1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****418**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389205 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
10. Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/27/15

SHIP TO: 1279 Dingle Road
T-Surrounds - Tile

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
132	00 FW84A1	CERAMIC TILE BRIXTON 9 X		SF	2.1100	\$278.52
10	00 FW84A1	CERAMIC ACCENT TILE BRIX BX10 3X12		EA	6.5000	\$65.00
1	00 FW84A6	SHOWER CORNER SHELF INST 8" X 8" X 3/4"		EA	30.0000	\$30.00
132	00 FW84A7	INSTALL CERAMIC WALL TIL		SF	5.7500	\$759.00
Subtotal						1,132.52
Tax						29.20
Contract Total						1,161.72

1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

419

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #
04/02/2020

23389210 OP

SPECIAL INSTRUCTIONS

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12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/27/15

SHIP TO: 1279 Dingle Road
T-Flooring - Carpet

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
135	00 FW89A1	CARPET PAD 7/16" 6LB OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PL		SY	1.5000	\$202.50
28	00- FW89A1	CARPET PAD 7/16" 6LB	A24511	SY	1.5000	\$42.00-
107		**Subtotal (previous item)**				160.50
135	00 FW89A1	CARPET - RARE OPPORTUNIT OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PL		SY	6.5000	\$877.50
28	00- FW89A1	CARPET - RARE OPPORTUNIT	A24511	SY	6.5000	\$182.00-
107		**Subtotal (previous item)**				695.50
135	00 FW89A7	INSTALL CARPET AND PAD OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PL		SY	2.5000	\$337.50
28	00- FW89A7	INSTALL CARPET AND PAD	A24511	SY	2.5000	\$70.00-
107		**Subtotal (previous item)**				267.50
1	00 FW89A7	CARPET STAIR LABOR		LS	50.0000	\$50.00

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

420

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER #
04/02/2020
23389210 OP

ORDERED BY: _____
DATE: _____

- 2 |

421

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389211 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
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11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 03/23/15

SHIP TO: 1279 Dingle Road
T-Flooring-Hardwood

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW76A7	STAIN OAK STAIRS		LS	595.0000	\$595.00
96	00 FW89A4	HARDWOOD OAK TOWN 3"x3/8 GLUE DOWN FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		SF	2.4900	\$239.04
332	00 FW89A4	HARDWOOD OAK TOWN 3"x3/8 GLUE DOWN	A11011	SF	2.4900	\$826.68
428		**Subtotal (previous item)**				1,065.72
636	00 FW89A4	HARDWOOD MATERIAL CONCORD OAK OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PL		SF	4.5000	\$2,862.00
228	00 FW89A4	HARDWOOD MATERIAL CONCORD OAK	A24511	SF	4.5000	\$1,026.00
864		**Subtotal (previous item)**				3,888.00
22	00 FW89A4	HARDWOOD TRANSITION STRI		LF	4.2500	\$93.50
636	00 FW89A7	INSTALL HARDWOOD - NAIL OAK TOWN 3" HARDWOOD @ OWNER'S SUITE BEDROOM & CLOSET (PER PL		SF	1.9000	\$1,208.40
228	00 FW89A7	INSTALL HARDWOOD - NAIL	A24511	SF	1.9000	\$433.20
864		**Subtotal (previous item)**				1,641.60
96	00 FW89A7	INSTALL HARDWOOD - GLUE		SF	1.9000	\$182.40

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

422

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389211 OP

SPECIAL INSTRUCTIONS

- Only full shipments are acceptable.
- Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
- All correspondence, shipments and invoices must indicate the purchase order number above.
- This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
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- A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
- Shipment is to be made to the job site at the time and date specified by the Construction Manager.
- Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
- This Purchase Order is to be applied only to the jobs marked hereon.
- Separate invoices are required for each purchase order.
- A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 03/23/15

SHIP TO: 1279 Dingle Road
T-Flooring-Hardwood

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
332	00 FW89A7	FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM	A11011	SF	1.9000	\$630.80
428		INSTALL HARDWOOD - GLUE **Subtotal (previous item)**				813.20
					Subtotal	8,097.02
					Tax	429.02
					Contract Total	8,526.04

2

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

423

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389212 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Advanced Flooring & Design LLC

08106310

PO Box 206456
Dallas TX 75320
(919) 662-5225

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051 **COST CODE:**

PLAN/ELE/SWG:

START DATE: 02/27/15

SHIP TO: 1279 Dingle Road
T-Flooring-Ceramic Til

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
10	00 FW40K0	METAL THRESHHOLDS 3/8 X 1-3/8 W/SATIN FINI		LF	.7500	\$7.50
199	00 FW89A1	FLOOR TILE UNDERLAYMENT		SF	.7500	\$149.25
199	00 FW89A2	CERAMIC FLOOR TILE BRIXTON 12 X 12		SF	1.1500	\$228.85
199	00 FW89A7	INSTALL FLOOR TILE		SF	2.5500	\$507.45
199	00 FW89A7	INSTALL TILE UNDERLAYMEN		SF	.6500	\$129.35
Subtotal						1,022.40
Tax						32.14
Contract Total						1,054.54

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

424

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389183 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Alpha Omega Construction Group Inc

07885366

PO Box 3196
Matthews NC 28106
(704) 821-7058

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/20/15

SHIP TO: 1279 Dingle Road
L-Roofing

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
18	00 FW68A0	DIMENSIONAL SHINGLES 30		SQ	69.0000	\$1,242.00
2	00 FW68A0	RIDGE CAP PER BUNDLE		EA	18.6600	\$37.32
83	00 FW68A0	METAL ROOFING		SF	1.6400	\$136.12
3	00 FW68A0	METAL ROOFING ENDWALL FL 10' LENGTH		EA	7.5000	\$22.50
23	00 FW68A6	DRIP EDGE 1-1/2"x1-1/2"x10'		EA	4.1000	\$94.30
3	00 FW68A6	FLASHING,ROOF TO WALL,GA 5"x6"x10'		EA	3.7500	\$11.25
1	00 FW68A6	FLASHING,STEP,ALUMINUM 5"x7", 100/PKG		PK	18.7000	\$18.70
1	00 FW68A6	VENT 12"x12"		EA	18.0000	\$18.00
14	00 FW68A6	VENT,RIDGE,PLASTIC,SHG O 4'		EA	8.0000	\$112.00
2	00 FW68A6	STARTER STRIPS PER BUNDLE		EA	30.0000	\$60.00
93	00 FW68A6	WATERPROOF BALCONY		SF	12.0000	\$1,116.00
19	33 FW68A7	INSTALL SHINGLES		SQ	26.0000	\$502.58
83	00 FW68A7	LABOR,METAL ROOFING		SF	3.5000	\$290.50
205	00 FW68A7			LF	.7800	\$159.90

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

425

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389183 OP**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Alpha Omega Construction Group Inc

07885366

PO Box 3196
Matthews NC 28106
(704) 821-7058**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600051**COST CODE:****PLAN/ELE/SWG:****START DATE:** 02/20/15**SHIP TO:** 1279 Dingle Road
L-Roofing**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
62	00 FW68A7	LABOR,DRIP EDGE		LF	1.0000	\$62.00
1	00 FW68A7	INSTALL WALL FLASHING		EA	4.0000	\$4.00
14	00 FW68A7	INSTALL OFF RIDGE VENTS		EA	3.9500	\$55.30
		INSTALL RIDGE VENT				
Subtotal						3,942.47
Tax						148.94
Contract Total						4,091.41

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****426**

PURCHASE ORDER

PURCHASE ORDER #
04/02/2020

23389179 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Archer Exteriors

04597414

341 Harding Highway
Pittgrove NJ 08318
(856) 358-1457

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 09/11/15

SHIP TO: 1279 Dingle Road
L-Siding - Final

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
11	00 FW40A6	STRUCTURAL BALCONY RAIL		LF	59.7100	\$656.81
8	00 FW40A6	RAILING 42"H INSTALLED,A MECHANICAL,1" PICKETS,3"		LF	43.3900	\$347.12
133	00 FW64M7	INSTALL SOFFIT		LF	2.3700	\$315.21
1	00 FW64M7	INSTALL FIBERCEMENT BAY WINDOW TRIM		EA	300.0000	\$300.00
281	00 FW64S7	INSTALL HARDIE PANEL W/ BATTENS		SF	2.0600	\$578.86
31	00 FW64S7	INSTALL HARDIE PORCH WRA		LF	7.8400	\$243.04
1281	00 FW64S7	INSTALL FIBERCEMENT BOAR SIDING PER SF		SF	2.0600	\$2,638.86
200	00 FW64S7	INSTALL FIBERCEMENT PORC CEILING PER SF		SF	2.0600	\$412.00
1	00 FW64S7	INSTALL PERGOLA/TRELLIS		EA	450.0000	\$450.00
133	00 FW65A7	INSTALL ALUMINUM WRAP		LF	2.3700	\$315.21
1	00 FW65S7	INSTALL DECO SHUTTERS		PR	21.0000	\$21.00
4	00 FW73A7	BUILD & INSTALL EXTERIOR COLUMN		EA	117.8800	\$471.52
93	00 FW73D7	INSTALL PRESSURE-TREATED DECKING		SF	2.7900	\$259.47

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

427

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389174 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
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12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/20/15

SHIP TO: 1279 Dingle Road
L-Window - Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
8	00 FW62A7	INSTALL WINDOW		EA	24.6750	\$197.40
5	00 FW62A7	INSTALL IMPACT WINDOW IN		EA	50.0000	\$250.00
1	00 FW65S0	6" WIDE SILL SUPPORT		EA	25.0000	\$25.00
1	00 FW72A0	3068 FG 3-PNL,1-LITE EXT RHIS,6-9/16" JAMB, W/ SH		EA	686.0000	\$686.00
1	00 FW72A1	3068 FG 2-PANEL EXT DOOR RHIS 6-9/16" JAMB		EA	277.0000	\$277.00
1	00 FW72A1	5068 15-LITE DBL EXTERIO I/S - RH ACTIVE 6-9/16 J		EA	541.0000	\$541.00
3	00 FW72A7	INSTALL EXTERIOR DOOR		EA	50.0000	\$150.00
1	00 FW72A7	INSTALL DOUBLE EXTERIOR		EA	82.0000	\$82.00
1	00 FW72L1	2868 EXTERIOR STEEL DOOR 2-PANEL 20 MIN 6-9/16 JA		EA	170.0000	\$170.00
3	00 51A024	SH,IF,V,2440,LW,COL SGL HUNG,LOWE		EA	86.2025	\$258.61
2	00 51A024	SH,IF,V,2460,LW,COL SGL HUNG,LOWE		EA	104.2314	\$208.46
2	00 51A024	SH,IF,V,3060,LW,COL SGL HUNG,LOWE		EA	123.9202	\$247.84
1	00 51A024	SH,IF,V,2456,LW,COL,TEMP SGL HUNG,LOWE		EA	156.0000	\$156.00

CONTINUED 1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

429

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389174 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/20/15

SHIP TO: 1279 Dingle Road
L-Window - Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 51A024	SH,IF,V,3450,LW,COL SGL HUNG,IMPACT,LOWE		EA	378.9000	\$378.90
2	00 51A024	SH,IF,V,3060,LW,COL SGL HUNG,IMPACT,LOWE		EA	400.5000	\$801.00
1	00 51A304	FG,IF,V,2430,LW,COL FIXED GLS,IMPACT,LOWE		EA	210.7000	\$210.70
1	00 51A304	FG,IF,V,2432,LW,COL FIXED GLS,IMPACT,LOWE		EA	217.7500	\$217.75
Subtotal						4,857.66
Tax						355.18
Contract Total						5,212.84

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

430

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

26623652 UA**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Builders First Source

02153932

PO Box 402616
Atlanta GA 30384-2616
(843) 529-2062**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISION:** Royal Palms**JOB/UNIT NO:** 18886600051**COST CODE:****PLAN/ELE/SWG:****START DATE:** 01/27/16**SHIP TO:** 1279 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:**

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW72L2	2/6x6/8x1-3/8 HC INTERIO DWFJ P/H LH		EA	59.0000	\$59.00
Subtotal						59.00
Tax						5.02
Contract Total						64.02
EXTRA						

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****431**

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389158 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Carpenter Contractors of America

05638214

3900 Avenue G
Winter Haven FL 33880
(910) 875-5419

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 05/01/15

SHIP TO: 1279 Dingle Road
M-Roof Trusses

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW32R2	ROOF TRUSSES PLAN 2108 ELEVATION BA		EA	1,900.0000	\$1,900.00
Subtotal						1,900.00
Tax						161.50
Contract Total						2,061.50

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

432

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389159 OP**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Carpenter Contractors of America

05638214

3900 Avenue G
Winter Haven FL 33880
(910) 875-5419**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600051**COST CODE:****PLAN/ELE/SWG:****START DATE:** 06/02/15**SHIP TO:** 1279 Dingle Road
M-Floor Truss 2nd Flr**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW30VR	1-1/8 X 16"X 12' RIM BOA		EA	24.7212	\$24.72
1	00 FW32F2	FLOOR TRUSSES - 2ND FLOO PLAN 2108 ALTERNATE		EA	2,625.0000	\$2,625.00
Subtotal						2,649.72
Tax						225.23
Contract Total						2,874.95

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****433**

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389161 OP**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Carpenter Contractors of America

05638214

3900 Avenue G
Winter Haven FL 33880
(910) 875-5419**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600051**COST CODE:****PLAN/ELE/SWG:****START DATE:** 06/02/15**SHIP TO:** 1279 Dingle Road
M-Floor Truss 3rd Flr**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW32F2	FLOOR TRUSSES - 3RD FLOO PLAN 2108 ALTERNATE		EA	2,200.0000	\$2,200.00
Subtotal						2,200.00
Tax						187.00
Contract Total						2,387.00

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****434**

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389181 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Gale Insulation Inc
02155680 Builders Service Group, Inc.
PO Box 534451
Atlanta GA 30353-4451
(843) 871-8358

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600051 **COST CODE:**
PLAN/ELE/SWG:
START DATE: 06/18/15
SHIP TO: 1279 Dingle Road
T-Batt Insulation

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2851	00 FW66A0	R-13 FIBERGLASS BATT UNF		SF	.2114	\$602.70
1085	00 FW66A0	R-19 FIBERGLASS BATT UNFACED		SF	.2448	\$265.61
936	00 FW66A0	R-30 FIBERGLASS BATT		SF	.4531	\$424.10
4872	00 FW66A7	INSTALL BATT INSULATION		SF	.0490	\$238.73
1	00 FW66T0	INSULATION-TURNKEY AIR INFILTRATION PACKAGE		LS	225.0000	\$225.00
Subtotal						1,756.14
Tax						109.86
Contract Total						1,866.00

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

435

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389182 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Gale Insulation Inc
02155680 Builders Service Group, Inc.
PO Box 534451
Atlanta GA 30353-4451
(843) 871-8358

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms
JOB/UNIT NO: 18886600051 **COST CODE:**
PLAN/ELE/SWG:
START DATE: 02/20/15
SHIP TO: 1279 Dingle Road
T-Blown Insulation

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
775	00 FW66A0	R-30 BLOWN FIBERGLASS		SF	.2694	\$208.79
775	00 FW66A7	INSTALL BLOWN INSULATION		SF	.0367	\$28.44
Subtotal						237.23
Tax						17.75
Contract Total						254.98

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

436

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389206 OP

SPECIAL INSTRUCTIONS

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13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: General Electric Company
06775675 gecplennarorders@appl.ge.com
PO Box 281865
Atlanta GA 30384-1865

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600051 **COST CODE:**
PLAN/ELE/SWG:
START DATE: 09/02/15
SHIP TO: 1279 Dingle Road
13AI010745 10/15

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 67ADA0	DSHWSR-ACC,MOUNT KIT HA		EA	5.0000	\$5.00
1	00 67AD00	DSHWSR-4CYCL,8OPT,DISCON USE 67AD000110 INSTEAD		EA	290.0000	\$290.00
1	00 67A000	SUPPLY&ATTACH DISHWASHER		EA	9.0000	\$9.00
Subtotal						304.00
Tax						25.08
Contract Total						329.08

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

437

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389208 OP**SPECIAL INSTRUCTIONS**

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: General Electric Company
06775675 gecplennarorders@appl.ge.com
PO Box 281865
Atlanta GA 30384-1865

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600051 **COST CODE:**
PLAN/ELE/SWG:
START DATE: 02/20/15
SHIP TO: 1279 Dingle Road
T-Appliance - Final

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

REBATE CODE:**CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 67AMH0	MICRO-HOOD,DISCONTINUED USE 67AMH00063 INSTEAD		EA	192.0000	\$192.00
1	00 67ARG0	RANGE,30IN,GAS,DISCONTIN USE 67ARG00089 INSTEAD		EA	712.0000	\$712.00
1	00 67A000	INSTALL MICROWAVE ABOVE THE COOKTOP(ATC)		EA	32.0000	\$32.00
Subtotal						936.00
Tax						76.84
Contract Total						1,012.84

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****438**

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23724269 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: General Electric Company
06775675 gecplennarorders@appl.ge.com
PO Box 281865
Atlanta GA 30384-1865

SUBDIVISION: Royal Palms
JOB/UNIT NO: 18886600051 **COST CODE:**
PLAN/ELE/SWG:

INVOICES TO: Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

START DATE: 03/27/15
SHIP TO: 1279 Dingle Road
13AI010015 9/16

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 67AFS0	M-Appliance - Refrig	Z44943	EA	780.0000	\$780.00
		FRIG-SBS,25.4CF,ADA,SS 36IN,DOOR DISP-LOCK				
1	00 67A000	M-Appliance - Refrig	Z44943	EA	19.0000	\$19.00
		SUPPLY&INSTALL WATERLINE (EXISTING WATER LINE STU				
1	00 67A000	M-Appliance - Refrig	Z44943	EA	5.0000	\$5.00
		INSTALL REFRIGERATOR				
Subtotal						804.00
Tax						66.30
Contract Total						870.30

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

439

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389184 OP

SPECIAL INSTRUCTIONS

- Only full shipments are acceptable.
- Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: GMS Strategic Solutions Inc

07920221

jkelly@capmat.net

PO Box 1528

Tucker GA 30085-1528

(770) 491-9487

INVOICES TO:

Royal Palms

1187 Dingle Road

Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 03/31/15

SHIP TO: 1279 Dingle Road
T-Wallboard-Final

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
46	00 FW34R0	2" C RUNNNER 25 GAUGE 10		EA	3.4870	\$160.40
94	00 FW34R0	2" H STUD 25 GAUGE 12' TOC - INCREASE H TRACK B S / JLS 3.31.15		EA	6.5340	\$614.20
46	00 FW70A4	1"x24"x8' SHAFTLINER DENS GLASS		EA	11.0880	\$510.05
139	00 FW70A4	1"x24"x12' SHAFTLINER DENS GLASS		EA	16.6320	\$2,311.85
Subtotal						3,596.50
Tax						305.70
Contract Total						3,902.20

1

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

440

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389185 OP

SPECIAL INSTRUCTIONS

- Only full shipments are acceptable.
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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: GMS Strategic Solutions Inc

07920221

jkelly@capmat.net

PO Box 1528

Tucker GA 30085-1528

(770) 491-9487

INVOICES TO:

Royal Palms

1187 Dingle Road

Mt Pleasant SC 29466

SUBDIVISION: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 04/06/15

SHIP TO: 1279 Dingle Road
M-Wallboard

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
49	00 FW70A1	1/2 REGULAR 4x12		EA	12.1440	\$595.06
160	00 FW70A1	1/2 REGULAR 54"x12' FINISHED 1ST FLOOR AREA PER PLAN - INCL OFFICE/S POWDER ROOM		EA	15.0120	\$2,401.92
15	00 FW70A1	1/2 REGULAR 54"x12'	A11011	EA	15.0120	\$225.18
175		**Subtotal (previous item)**				2,627.10
10	00 FW70A2	1/2 MOISTURE RESISTANT 4		EA	18.4840	\$184.84
33	00 FW70A4	5/8 FIRECODE X-4"x12' TOC - INCREASE 5/8" SHEE BY 2 / JLS 4.6.15		EA	13.3440	\$440.35
Subtotal						3,847.35
Tax						327.02
Contract Total						4,174.37

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

441

EXTRA PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

24716476 UA**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: GMS Strategic Solutions Inc

07920221

jkelly@capmat.net

PO Box 1528

Tucker GA 30085-1528

(770) 491-9487

INVOICES TO:

Royal Palms

1187 Dingle Road

Mt Pleasant SC 29466

SUBDIVISON: Royal Palms**JOB/UNIT NO:** 18886600051**COST CODE:****PLAN/ELE/SWG:****START DATE:** 06/29/15**SHIP TO:** 1279 Dingle Road**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
10	00 FW34R0	2" H STUD 25 GAUGE 12'		EA	6.5340	\$65.34
Subtotal						65.34
Tax						5.55
Contract Total						70.89
EXTRA						

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****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****442****1**

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389164 OP**SPECIAL INSTRUCTIONS**

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Onsite Safety Inc

07901266

2460 West SR 426 Ste 1002
Oviedo FL 32765
(877) 200-4879**INVOICES TO:**Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466**SUBDIVISON:** Royal Palms**JOB/UNIT NO:** 18886600051**COST CODE:****PLAN/ELE/SWG:****START DATE:** 02/20/15**SHIP TO:** 1279 Dingle Road
T-Safety Railing**REBATE CODE:****CONSTRUCTION MANAGER:** Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
2	00 FW38A0	SAFETY RAILING FOR STAIR		EA	170.0000	\$340.00
Subtotal						340.00
Tax						.00
Contract Total						340.00

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY********Approved By:****443**

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389201 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Timberlake Cabinetry

07022907

PO Box 535292
Atlanta GA 30353
(540) 665-9142

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/20/15

SHIP TO: 1279 Dingle Road
L-Cabinets-Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
46	00 FW81A0	CAB,HARDWARE,KNOB BRUSHED NICKEL		EA	1.4476	\$66.59
7	00 FW81B0	CAB,BR/SM,FILLERS,STANDA UF3		EA	4.3656	\$30.56
2	00 FW81B0	CAB,BR/SM,FILLERS,STANDA UF342		EA	6.4200	\$12.84
1	00 FW81B0	CAB,BR/SM,MOLDING,BATTEN BM8BLD		EA	1.3200	\$1.32
4	00 FW81B0	CAB,BR/SM,MOLDING,CROWN TCCM8WD		EA	55.1600	\$220.64
1	00 FW81B0	CAB,BR/SM,MOLDING,OUTSID OCM8BLD		EA	4.7218	\$4.72
6	00 FW81B0	CAB,BR/SM,MOLDING,SHOE SHM8BLD		EA	2.6653	\$15.99
8	00 FW81B0	CAB,BR/SM,MOLDING,STRAIG UM8BLD		EA	1.8900	\$15.12
1	00 FW81B0	CAB,BR/SM,PANELS DWR3		EA	26.6300	\$26.63
2	00 FW81B0	CAB,BR/SM,PANELS FP4834PRT		EA	20.0200	\$40.04
6	00 FW81B0	CAB,BR/SM,TOE KICK BTK8PRT		EA	2.6400	\$15.84
1	00 FW81B4			EA	85.7847	\$85.78

CONTINUED 1

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

444

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389201 OP

SPECIAL INSTRUCTIONS

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ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Timberlake Cabinetry

07022907

PO Box 535292
Atlanta GA 30353
(540) 665-9142

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/20/15

SHIP TO: 1279 Dingle Road
L-Cabinets-Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,STA B12L		EA	90.5869	\$90.59
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,STA B15L		EA	197.1083	\$197.11
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,STA B48		EA	140.5900	\$140.59
2	00 FW81B4	CAB,BR/SM,RP,SO,BASE,SIN SB39		EA	131.4200	\$262.84
1	00 FW81B4	CAB,BR/SM,RP,SO,BASE,COR BLB36/39		EA	160.2300	\$160.23
2	00 FW81B4	CAB,BR/SM,RP,SO,BASE,COR BLB48/51		EA	106.9579	\$213.92
1	00 FW81B4	CAB,BR/SM,RP,SO,VANI,SIN VSB36, 30"/31"		EA	86.8760	\$86.88
2	00 FW81B4	CAB,BR/SM,RP,SO,VANI,DWR VDB1534H, 34"		EA	97.3535	\$194.71
1	00 FW81B4	CAB,BR/SM,RP,SO,VANI,SIN VSB3034H, 34"		EA	97.5719	\$97.57
1	00 FW81B4	CAB,BR/SM,RP,SO,WALL,STA W3024,12"D,24"H		EA	112.8516	\$112.85
2	00 FW81B5	CAB,BR/SM,RP,SO,WALL,STA W3924,12"D,24"H		EA	76.8400	\$153.68
		CAB,BR/SM,RP,SO,WALL,STA				

CONTINUED 2

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

445

ELECTRONICALLY FILED 2020 JUL 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389201 OP

SPECIAL INSTRUCTIONS

- Only full shipments are acceptable.
- Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
- All correspondence, shipments and invoices must indicate the purchase order number above.
- This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
- Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
- Each invoice must be accompanied by a signed delivery ticket when presented for payment.
- Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
- A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
- Shipment is to be made to the job site at the time and date specified by the Construction Manager.
- Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
- This Purchase Order is to be applied only to the jobs marked hereon.
- Separate invoices are required for each purchase order.
- A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Timberlake Cabinetry

07022907

PO Box 535292
Atlanta GA 30353
(540) 665-9142

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 02/20/15

SHIP TO: 1279 Dingle Road
L-Cabinets-Install

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
1	00 FW81B5	W1236L,12"D,36"H		EA	106.3100	\$106.31
		CAB,BR/SM,RP,SO,WALL,STA				
1	00 FW81B5	W2436,12"D,36"H		EA	115.4800	\$115.48
		CAB,BR/SM,RP,SO,WALL,STA				
1	00 FW81B5	W2736,12"D,36"H		EA	98.0200	\$98.02
		CAB,BR/SM,RP,SO,WALL,BLN				
1	00 FW81B5	BLW24/2736,12"D,36"H		EA	137.3100	\$137.31
		CAB,BR/SM,RP,SO,WALL,BLN				
2	00 FW81P0	BLW36/3936,12"D,36"H		EA	1.1489	\$2.30
		CAB,PINE STRIPS				
2	00 FW81P0	1"X 2"X 96"		EA	3.2398	\$6.48
		CAB,PINE STRIPS				
23	00 FW82A7	2"X 4"X 96" - HWC2X4X96		EA	21.0900	\$485.07
		INSTALL CABINETS PER BOX				
32	00 FW82A7			LF	2.6418	\$84.54
		INSTALL CROWN MOLDING				
46	00 FW82A7			EA	.8325	\$38.30
		INSTALL HARDWARE				
Subtotal						3,320.85
Tax						230.57
Contract Total						3,551.42

3

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

446

ELECTRONICALLY FILED 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE ORDER

PURCHASE ORDER #

04/02/2020

23389175 OP

SPECIAL INSTRUCTIONS

1. Only full shipments are acceptable.
2. Royal Palms reserves the right to cancel this Purchase Order if all items cannot be filled as specified.
3. All correspondence, shipments and invoices must indicate the purchase order number above.
4. This order is valid only for material at the prices stated and any deviation requires a supplemental agreement prior to delivery.
5. Shipment of materials in excess of the amount of this order shall be Supplier's responsibility and at Supplier's expense.
6. Each invoice must be accompanied by a signed delivery ticket when presented for payment.
7. Supplier represents that he is aware of the William Steiger Occupational Safety and Health Act of 1970 with regard to his employees and agents and he releases Royal Palms from all liability of whatsoever nature with regard to injuries or negligence of Supplier's employees or agents while on the job site.
8. A delivery ticket is to be signed by the Construction Manager as evidence of satisfactory receipt of materials.
9. Shipment is to be made to the job site at the time and date specified by the Construction Manager.
10. Any sums, payments of amounts which might be alleged as due and owing to the Supplier and not claimed or collected within ninety (90) days after the time any such sums, payments or amounts allegedly become due and owing shall be deemed to have been waived, and any such sums, payments or amounts shall remain the property of Royal Palms. Any tangible personal property left on or about the job site by Supplier will immediately become the property of Royal Palms and Royal Palms may dispose of such property in any manner and may charge Supplier for such disposal.
11. This Purchase Order is to be applied only to the jobs marked hereon.
12. Separate invoices are required for each purchase order.
13. A statement of account is required on a monthly basis which lists all charges and credits for the current month and shows the beginning and ending balance for the account. A separate statement is required for each subdivision.

ORDERED BY: _____

DATE: _____

SUPPLIER NAME: Triangle Brick Co Inc

07022860

PO Box 63155
Charlotte NC 28263-3155
(800) 849-0612

INVOICES TO:

Royal Palms
1187 Dingle Road
Mt Pleasant SC 29466

SUBDIVISON: Royal Palms

JOB/UNIT NO: 18886600051

COST CODE:

PLAN/ELE/SWG:

START DATE: 06/17/15

SHIP TO: 1279 Dingle Road
M-Brick Material

REBATE CODE:

CONSTRUCTION MANAGER: Price, John

QUANTITY	ITEM #	DESCRIPTION AND SIZE	OPTION	U/M	UNIT PRICE	AMOUNT
3	00 FW64V1	BRICK PER CUBE - OVERSIZ (450) TOC - QTY INCREASED BY 1 4.3.15		EA	102.5000	\$307.50
Subtotal						307.50
Tax						26.14
Contract Total						333.64

If the products ordered in the Purchase Order are a hazardous substance under OSHA's Hazard Communication Rules and Regulations, or state law, you must complete a Material Safety Data Sheet, or other applicable information papers, for each such product.

****CONSTRUCTION MANAGER WILL CALL FOR DELIVERY******

Approved By:

447

South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

84 LUMBER COMPANY

Corporate Information

Entity Type: Limited Partnership

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated Pennsylvania
State:

Important Dates

Effective Date 04/22/1996

:

Expiration N/A
Date:

Term End N/A
Date:

Dissolved N/A
Date:

Registered Agent

Agent: CORPORATE CREATIONS NETWORK
INC

Address: 6650 RIVERS AVENUE
NORTH CHARLESTON, South Carolina
29406

Official Documents On File

Filing Type	Filing Date
Amendment	02/18/2016
Amendment	02/18/1999
	04/22/1996
LP Certificate	04/22/1996

For filing questions please contact us at **803-734-2158**

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South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

ALPHA OMEGA CONSTRUCTION GROUP INC

Corporate Information

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated State: North Carolina

Important Dates

Effective Date: 03/21/2014

:

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: CLAUDIA MUNIZAGA

Address: 9549 Hamburg Rd
Ladson, South Carolina 29456

Official Documents On File

Filing Type	Filing Date
Notice of Change of Registered Office	05/30/2019
Authority	03/21/2014

For filing questions please contact us at 803-734-2158

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South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

ARCHER EXTERIORS, INC.

Corporate Information

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated New Jersey
State:

Important Dates

Effective Date 07/27/2004

:

Expiration N/A
Date:

Term End N/A
Date:

Dissolved N/A
Date:

Registered Agent

Agent: LESTER W YOUNG

Address: 622 OLD TROLLEY RD UNIT 128
SUMMERVILLE, South Carolina 29483

Official Documents On File

Filing Type	Filing Date
Authority	07/27/2004

For filing questions please contact us at 803-734-2158

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Business Entities Online

File, Search, and Retrieve Documents Electronically

CARPENTER CONTRACTORS OF AMERICA, INC.

Corporate Information

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated Illinois
State:

Important Dates

Effective Date 09/26/2003

:

Expiration N/A
Date:

Term End N/A
Date:

Dissolved N/A
Date:

Registered Agent

Agent: C T CORPORATION SYSTEM

Address: 2 OFFICE PARK COURT SUITE 103
COLUMBIA, South Carolina 29223

Official Documents On File

Filing Type	Filing Date
Reinstatement	06/15/2015
Change of Agent or Office	05/22/2010
Forfeiture	12/31/2007
Authority	09/26/2003

For filing questions please contact us at 803-734-2158

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South Carolina Secretary of State

Business Entities Online

File, Search, and Retrieve Documents Electronically

COMBS CONSTRUCTION COMPANY, INC.

Corporate Information

Entity Type: Corporation

Status: Forfeited

Domestic/Foreign: Foreign

Incorporated North Carolina
State:

Important Dates

Effective Date 07/29/1994

:

Expiration N/A

Date:

Term End N/A

Date:

Dissolved 11/20/2000

Date:

Registered Agent

Agent: C T CORPORATION SYSTEM

Address: 75 BEATTIE PLACE TWO INSIGNIA
FINANCIAL PLAZA
GREENVILLE, South Carolina 29601

Official Documents On File

Filing Type	Filing Date
Forfeiture	11/20/2000
Authority	07/29/1994

For filing questions please contact us at 803-734-2158

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Business Entities Online

File, Search, and Retrieve Documents Electronically

GMS STRATEGIC SOLUTIONS, INC.

Corporate Information

Entity Type: Corporation

Status: Good Standing

Domestic/Foreign: Foreign

Incorporated State: Georgia

Important Dates

Effective Date: 11/01/2012

:

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: N/A

Registered Agent

Agent: CT CORPORATION SYSTEM

Address: 2 OFFICE PARK CT STE 103
COLUMBIA, South Carolina 29223

Official Documents On File

Filing Type	Filing Date
Authority	10/29/2012

For filing questions please contact us at 803-734-2158

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Exhibit 7

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	NINTH JUDICIAL CIRCUIT
COUNTY OF CHARLESTON	)	
	)	CASE NO. 2019-CP-10-04807
Erik Kramer, and Kevin N. Hedges, on behalf of	)	
themselves and others similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
vs.	)	PLAINTIFFS' NOTICE AND
	)	MEMORANDUM IN OPPOSITION
	)	TO LENNAR CAROLINAS, LLC'S
Lennar Carolinas, LLC, Alpha Prime, LLC,	)	MOTION TO DISMISS AND
Alpha Prime Construction, LLC, Sagehorn and	)	COMPEL ARBITRATION
Company, Inc., and Royal Palms Holding, LLC,	)	
	)	
Defendants.	)	
	)	

Plaintiffs, Erik Kramer and Kevin Hedges, on behalf of themselves and all others similarly situated (hereinafter "Plaintiffs"), by and through their undersigned counsel, hereby submit this Memorandum in Opposition to Lennar Carolinas, LLC's ("Lennar") Motion to Dismiss and Compel Arbitration. For the reasons set forth herein, the Motion to Dismiss should be DENIED.

FACTS/BACKGROUND

The present action is a complex construction defects case involving the Royal Palms Condominium Project ("Project"), located in Charleston County, South Carolina. The Project is comprised of seventy-two (72) townhomes in fifteen (15) buildings. The Project was initially developed by Defendants Alpha Prime, LLC, Alpha Prime Construction, LLC and Sagehorn and Company, Inc. Prior to the completion of the Project, Defendants Lennar Carolinas, LLC ("Lennar") and Royal Palms Holding, LLC, a wholly-owned subsidiary of Lennar, purchased the Project and developed, constructed, marketed and sold an additional ten buildings.

An investigation of the buildings revealed a significant number of construction deficiencies in the roofing, siding installation, window installations, sealant and flashing installations, and installation of brick veneers all of which resulted in water intrusion into the buildings.

The two class representatives in this case are Kevin Hedges and Erik Kramer (hereinafter referred to collectively as “Representatives”), and they each purchased townhomes from Lennar. During their real estate closings, Representatives were presented with 62 pages of documents constituting Lennar’s Purchase Agreement (attached as Exhibit “A”). The documents were presented via DocuSign in the following order:

- Purchase Price and Payment Addendum
- Energy Addendum
- Royal Palms Master Disclosure and Information Addendum to Purchase and Sale Agreement
- Purchase and Sale Agreement
- Home Automation Addendum
- FHA/VA Addendum
- Election Form Addendum
- Rider A (South Carolina)
- Rider B (Coastal Carolina Division)
- Affiliated Business Arrangement Disclosure Statement
- Insulation Addendum
- Indoor Environmental Quality Disclosure
- FHA/VA Addendum
- Cooperating Broker Agreement
- Cooperating Broker Addendum
- Addendum for Natural Stone Floors and Countertops
- Option Summary

All of these documents, with the exception of the Purchase and Sale Agreement, have the following language: “**Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the

Agreement, which are hereby incorporated by this reference.” All of these documents were presented to the Purchasers on a “take it or leave it” basis and none of the terms were negotiated.

In the Complaint filed in this Court, Plaintiffs allege causes of action for negligence/gross negligence, breach of warranties, and breach of duty against each of the above-named Defendants for damages caused by their negligent and defective work on the Project. Lennar now argues the arbitration provision within the Purchase and Sale Agreement subjects the Plaintiffs and all others similarly situated to mandatory and binding arbitration. Under the terms of the arbitration provision as presented in the above-listed documents, if this motion is granted, any award granted by the arbitrator would arguably be subjected to the terms of Lennar’s Limited Warranty (hereafter referred to as “Warranty” which is attached as Exhibit “B”), which specifically excludes recovery for issues with windows, siding, and roof underlayment, which are the very issues the Plaintiffs reference in the Complaint.

As such, Plaintiffs maintain:

- The South Carolina Uniform Arbitration Act does not apply because the notice of arbitration provision does not strictly comply with S.C. Code Ann. §15-48-10(a);
- The Federal Arbitration Act does not apply because the agreement was for a real estate transaction that is local in nature and does not involve any type of interstate commerce;
- The agreement is a violation of the Constitutional right to a jury trial and is unconscionable, lacks any meaningful choice, is oppressive and one-sided, ambiguous, and invalid.

ANALYSIS

I. THE NOTICE OF ARBITRATION DOES NOT COMPLY WITH S.C. CODE ANN. §15-48-10 AND THE SCUAA DOES NOT APPLY.

The Notice of Arbitration in the agreement does not meet the requirements of S.C. Code Ann. §15-48-10 and the SCUAA is not applicable. This case is directly in line with *Bradley v. Brentwood Homes, Inc.*, 398 S.C. 447, 730 S.E.2d 312 (S.C. 2012). On the first page of the Purchase and Sale Agreement, as in *Bradley*, the Notice of Arbitration does not meet the technical requirements of S.C. Code Ann. §15-48-10(a), as the provision is neither underlined nor rubber-stamped. As stated in *Bradley* “... the agreement does not meet the technical requirements of section 15-48-10(a) of the UAA as the arbitration provision is not underlined ... Because an application of the South Carolina law would have rendered the parties’ arbitration agreement completely unenforceable, consideration of the applicability of the FAA is required.” See *Bradley* at 450. In this case, the Notice of Arbitration is not underlined as required by the statute. Because the statute must be strictly construed and applied, the Notice is unenforceable under the SCUAA. See *Soil Remediation Co. v. Nu-Way Environmental, Inc.*, 323 S.C. 454, 476 S.E.2d 149 (1996).

II. REAL ESTATE TRANSACTIONS ARE LOCAL IN NATURE AND DO NOT INVOLVE INTERSTATE COMMERCE UNDER THE FAA

A. THE FAA DOES NOT APPLY TO THE PURCHASE OF RESIDENTIAL REAL ESTATE.

Although Lennar argues the FAA applies to the Agreement because construction of the residences affected interstate commerce, it is clear from South Carolina law the sale of residential real estate is not interstate commerce. Identical to *Bradley*, the Purchase and Sale Agreement is for the sale of residential real estate. *Id.* at 457. As its title reflects, the Purchase and Sale Agreement provides that the Plaintiffs agreed to purchase a completed dwelling and the Defendants agreed to sell a completed dwelling. The Agreement does not include a draw schedule or a down payment as would be expected in a construction contract. Instead, the deposit referenced is characterized as an “earnest money deposit” and is identical to what is found in a residential real estate contract. In the

event of a Buyer's Default in a construction contract, the contractor has the right to file a mechanic's lien against the property. In the event of a Buyer's Default in a contract for the sale of real estate, there are liquidated damages. In this Agreement, in the event of Buyer's default, the Seller is entitled to liquidated damages. As evidenced by Erik Kramer's Affidavit (attached as Exhibit "C") and Kevin Hedge's Affidavit (attached as Exhibit "D"), neither Purchaser was involved in the construction or design of the townhouse. Lennar is identified in the Agreement as the "Seller" not as the "Contractor". As if it were responding directly to Lennar's arguments citing the Johnston affidavit, the Court in *Bradley* states: "Therefore, we find Terry's affidavit is inapposite as his attestation that out-of-state materials, suppliers, and subcontractors were used for the construction of the residence has no bearing on the purchase of the completed dwelling." *Id.* at 458.

B. STATING THAT A TRANSACTION INVOLVES INTERSTATE COMMERCE DOES NOT MAKE THE TRANSACTION INTERSTATE COMMERCE.

Lennar argues the FAA applies because the parties "specifically agree that this transaction involves interstate commerce." This is both illogical and inconsistent with public policy. Simply because a party states in its contract the transaction involves interstate commerce does not make it true. If Lennar stated in its agreement signed by the Purchasers that Hilary Clinton won the 2016 election would that make it true? The terms were not negotiable and Lennar deciding that a real estate transaction was interstate commerce even though the South Carolina Supreme Court has ruled otherwise, does not convert these real estate purchases into interstate commerce. Lennar created an adhesion contract, and parties to an adhesion contract cannot agree to something that is not true.

The SC Supreme Court in *Bradley* clearly held "Because the essential character of the Agreement was strictly for the purchase of a completed residential dwelling and not the construction, we find the FAA does not apply as these types of transactions have historically been deemed to involve intrastate commerce." *Id.* at 459. In this matter, the Agreement between the Plaintiffs and

Lennar was strictly for the purchase of a completed residential dwelling and not the construction of the townhomes. The FAA is inapplicable to real estate transactions, inapplicable to the real estate purchases in this case. The Court should therefore deny the Motion to Compel Arbitration.

III. ARBITRABILITY OF A MATTER IS FOR THE COURT TO DECIDE.

Should the Court determine this matter is subject to the FAA or SCUAA, the Court must first determine the arbitrability of the claim. The question of the arbitrability of a claim is an issue for judicial determination. *Oxford Health Plans, LLC v. Sutter*, 569 U.S. 564 (2013) (noting questions of arbitrability are presumptively left for the court to decide); *Granite Rock Co. v. Int'l Bhd Of Teamsters*, 561 U.S. 287, 296 (2010); *AT&T Techs., Inc. v. Communications Workers of America*, 475 U.S. 643, 106 S.Ct.1415, 89 L.Ed.2d 648 (1986) (noting same); *Partain v. Upstate Automotive Group*, 386 S.C. 488, 689 S.E.2d 602 (2010). General contract defenses such as fraud, duress and unconscionability apply to a court's evaluation of the enforceability of an arbitration clause governed under either the SCUAA or the FAA. *See* 9 U.S.C. § 2 (providing written arbitration agreements may be invalid, revocable and unenforceable based upon “such grounds as exist at law or in equity for the revocation of any contract.”); *See also* S.C. Code Ann. § 15-48-10(a) containing similar language to that of the FAA.

This Court may address “arbitrability” based upon general contract defenses recognized in South Carolina. Therefore, if this Court finds any clause of a contract unconscionable, including an arbitration clause, the Court may refuse to enforce the clause or otherwise limit its application so as to avoid an unconscionable result. S.C. Code Ann. §36-2-302(1) 2003.

A. UNDER *PRIMA PAIN*T ANALYSIS, THIS CONTRACT CONTAINS MULTIPLE ARBITRATION PROVISIONS THAT SHOULD BE READ AND CONSIDERED TOGETHER.

Because the various documents incorporated by reference in the Purchase and Sale Agreement must be considered part of the entire Agreement, the first task of a court is to separate the arbitration provision(s) from the rest of the contract. See *Prima Paint Corp. v. Flood & Conklin Mfg. Co.*, 388 U.S. 395, 403-404 (1967). The Court must first determine what constitutes the contract so that it can determine what constitutes the arbitration provision. The Purchase and Sale Agreement states in Sections 3 and 30 that the Agreement consists of the Agreement, Riders and Addenda, and Documents as defined in Rider B. Section 3 refers to the inclusion of “warranties.” Section 28 states that “disclaimers are incorporated.” Rider B incorporates by reference Lennar's Limited Warranty in its entirety within Section 5 stating that “THE EXPRESS LIMITED WARRANTY AND REMEDIES PROVIDED BY SELLER CONSTITUTE **EXCLUSIVE WARRANTY AND REMEDIES** TO BE MADE AVAILABLE BY SELLER.” (Emphasis added). Rider B, Section 5 ties Lennar's warranty and remedies together, and therefore should be viewed and interpreted in conjunction with each other.

Rider B further defines “documents” in Section 6 as those contained in the “Document Book for the Community” which contains “some of the documents of record affecting the Property and the Community.” Section 6 further refers to taking title of the property and references the deed. The Restrictions make note to the deed. Section 16 and 17 of the Purchase and Sales Agreement also constitute the dispute resolution sections of the Purchase and Sales Agreement, and therefore, should be read together when assessing the arbitration provisions with Lennar. Section 16.1 defines disputes to include “contract, *warranty*, tort, or otherwise,” and makes reference again to claims arising under “warranties.” (Emphasis added).

Further, the Lennar Limited Warranty contains a section entitled “Mediation/Arbitration of Disputes” with a subsection “Other Dispute Resolutions.” The language in this section of the Lennar

Warranty is almost identical to Sections 16 and 17 of the Purchase Agreement and offers further proof the Dispute Resolutions sections and warranty must be read together to constitute the contract in its entirety.

Within the documents listed above, there are four interlocking documents that reference arbitration: (1) the Purchase and Sale Agreement, (2) Lennar's Limited Warranty ("Warranty"), (3) the Declaration of Covenants, Conditions, and Restrictions for Royal Palms ("Declaration"), and (4) the Limited Warranty Deed ("Deed"). Lennar's argument that the Court is required to focus solely on the arbitration provision set forth in the Purchase and Sale Agreement is misguided. The Purchase and Sale Agreement makes reference to the Warranty, Declaration and Deed. All four of these documents contain provisions stating any disputes arising from these documents are subject to arbitration. As such, if the Court were to hold the four arbitration provisions do not constitute one arbitration provision and holds that only the arbitration provision in the Purchase and Sale Agreement is at issue, then Lennar would arguably have the ability to seek to compel arbitration three more times under the Declaration of Covenants, Conditions and Restrictions, under the Limited Warranty Deed, and under the Limited Warranty. Therefore, the Motion to Compel Arbitration requested by Lennar should be denied.

B. STANDARD CONTRACT DEFENSES APPLY TO THE ARBITRATION PROVISIONS RENDERING THE PROVISIONS UNENFORCEABLE.

1. THE ARBITRATION PROVISION IS UNCONSCIONABLE AND THE COURT SHOULD NOT COMPEL ARBITRATION.

In South Carolina, an unconscionable provision in a contract is unenforceable. A party may effectively challenge the arbitrability of a given claim based upon general contract defenses including fraud, duress and unconscionability. *See Munoz v. Green Tree Fin. Corp.*, 343 S.C. 531, 539, 542 S.E.2d 360, 363-64 (2001). When such questions of arbitrability arise, the trial court, not

the arbitrator, decides whether a matter should be resolved through arbitration. *See Oxford Health Plans, LLC v. Sutter*, 569 U.S. 564 (2013). This determination involves a two-step inquiry: (1) whether a valid arbitration agreement exists; and (2) whether the specific dispute falls within the substantive scope of the arbitration agreement. *See Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 644 S.E.2d 663 (2007). When deciding a motion to compel arbitration under the SCUAA or the FAA, the court should look to the state law that ordinarily governs the formation of contracts in determining whether a valid arbitration agreement arose between the parties...” *Smith v. D.R. Horton, Inc.*, 403 S.C 10, 742 S.E.2d 37 (Ct. App. 2013)), affirmed by S. Ct. Opinion No. 27645 (Filed July 6, 2016); *see also* S.C. Code Ann. § 15-48-20 (a) (providing arbitration will be denied if a court determines no agreement to arbitrate existed).

2. TEST FOR UNCONSCIONABILITY: LACK OF MEANINGFUL CHOICE AND OPPRESSIVE/ONE-SIDED TERMS.

In South Carolina, unconscionability is defined as “the absence of meaningful choice on the part of one party due to one-sided contract provisions, together with terms that are so oppressive that no reasonable person would make them and no fair and honest person would accept them.” *Simpson v. MSA of Myrtle Beach*, 373 S.C. 14, 25 644 S.E.2d 663, 668-69 (2007)(citing *Carolina Care Plan, Inc. v. United Health Care Servs., Inc.*, 361 S.C. 544, 554, 606 S.E.2d 752, 757 (2004)) Unconscionability must be evaluated under both prongs: (1) lack of meaningful choice; and (2) oppressive terms.

a. There Was No Meaningful Choice in these Agreements.

Lack of meaningful choice on the part of one party generally speaks to the fundamental fairness of the bargaining process in the contract at issue.” *Id.* (citations omitted). “In determining whether a contract was ‘tainted by an absence of meaningful choice,’ courts should take into account the nature of the injuries suffered by the plaintiff; whether the plaintiff is a substantial business

concern; the relative disparity in the parties' bargaining power; the parties' relative sophistication; whether there is an element of surprise in the inclusion of the challenged clause; and the conspicuousness of the clause.” *Simpson*, 373 S.C. at 25, 644 S.E.2d at 669 (citations omitted). “[U]nder general principles of state contract law, an adhesion contract is a standard form contract offered on a ‘take-it-or-leave-it’ basis with terms that are not negotiable.” *Id.* at 373 S.C at 26-27, 644 S.E.2d at 669.

In circumstances involving adhesion contracts, an absence of meaningful choice is readily apparent based upon the lack of bargaining power. Accordingly, adhesion contracts, such as commercial sales agreements and manufacturer warranties, are subject to “considerable skepticism” due to the disparity in bargaining positions of the parties. *Id.* at 27, 644 S.E.2d at 669. Consequently, “the presumption in favor of arbitration is substantially weaker when there are strong indications that the contract at issue is an adhesion contract, and the arbitration clause itself appears to be adhesive in nature. In this situation, there arises considerable doubt that any true agreement ever existed to submit disputes to arbitration.” *Id.* at 26, 644 S.E.2d at 669 (citations omitted). Recently the Supreme Court issued an Order affirming the denial of a Motion to Compel Arbitration and finding the arbitration provisions unconscionable in *Smith v. D.R. Horton*, S. Ct. Opinion No.27645 (July 6, 2016). In the analysis of the lack of meaningful choice, the Supreme Court highlighted that it had previously “taken judicial cognizance of the fact that the modern buyer of new residential housing is normally in an unequal bargaining position as against the seller.” *Id.* (citing *Kennedy v. Columbia Lumber & Mfg. Co.*, 299 S.C. 335, 343, 384 S.E. 2d 730, 735-36 (1989) (other internal citations omitted).

Here, as in *Smith*, “there is no indication (...) that the [Plaintiffs] enjoyed a substantially stronger bargaining position against [Lennar] than the average homebuyer, or that they were

represented by independent counsel.” *Id.* Purchasers clearly had no meaningful choice in these Agreements.

b. The Terms of the Agreement are Oppressive and One-Sided Terms.

Plaintiffs had no choice and zero input as to any aspect of Lennar's Purchase and Sales Agreement, Warranty, Covenants, or Deed. *See* Affidavits labeled Exhibits “C” and “D”). Each Agreement entered into by the Plaintiffs and those similarly situated all contain the same sections and same language, including the arbitration and legal remedies provisions. Because the Covenants were filed with the register of deeds prior to the sale of the residences, Plaintiffs had no input into those restrictions. Plaintiffs were never consulted, and they were never provided the opportunity to negotiate those terms. The fact that Plaintiffs are not business entities, are not sophisticated purchasers, and lack bargaining power supports the supposition Plaintiffs were presented with Lennar's Purchase and Sales Agreement, Warranty, and Restrictions on a take it or leave it basis and there was a clear absence of meaningful choice. *Simpson*, 373 S.C. at 27, 644 S.E.2d at 670; *Lackey v. Green Tree Fin. Corp.*, 330 S.C. 388, 394, 498 S.E.2d 898, 901 (Ct. App. 1998). These provisions are “adhesive” and should not be ignored. These are non-negotiable provisions drafted by Lennar, and function to contract away significant rights and remedies otherwise lawfully available to Plaintiffs. *Simpson*, 373 S.C. at 25, 644 S.E.2d at 668-69.

In *Smith v. D.R. Horton*, the South Carolina Supreme Court affirmed the earlier rulings of the Court of Appeals and lower trial court and found that “attempts to disclaim implied warranty claims and prohibit monetary damages are clearly one-sided and oppressive.” *Smith v. D.R. Horton, Inc.*, 403 S.C 10, 742 S.E.2d 37 (Ct. App. 2013)), affirmed by S. Ct. Opinion No. 27645 (Filed July 6, 2016). The trial court in *Smith*, originally confronted with a motion to compel arbitration brought by D.R. Horton, viewed the warranties and arbitration section of the purchase contract *as a whole*,

finding it “referenced that certain disputes are to be resolved by mandatory binding arbitration along with an entire host of attempted waivers of important legal remedies.” *Id.* The trial court held the sections' collective attempt to disclaim implied warranty claims was oppressive and unconscionable. *Id.* The trial court further found “perhaps even more stark [were] the provisions in the Limitations of Liability ...” in which D.R. Horton claimed it could not be liable for monetary damages of any kind. *Id.* Based upon the foregoing, the trial court concluded, and our Court of Appeals and Supreme Court subsequently affirmed, that the arbitration provision was wholly unconscionable and unenforceable based on the cumulative effect of a number of oppressive and one-sided provisions. *Id.*

A review of Lennar's Warranty reveals strikingly similar warranty limitations and disclaimers to those addressed, and ultimately rejected, by the *Smith* Court. The warranty specifically excludes the defects of which Plaintiffs are complaining. Further, pursuant to the terms of the warranty, Lennar has complete discretion as to whether to make any payments to Plaintiffs. As seen above, the Warranty eliminates most remedies after the structure is two years old. Lennar's arbitration and remedial-related provisions result in (a) the loss of the right to a jury trial; (b) the loss of the ability to maintain a class action; and (c) the loss of other certain remedies otherwise allowed by South Carolina law including the recovery of monetary damages. Lennar further attempts to disclaim all implied warranties. Under our state law principles of contract interpretation, such limitations offered through an adhesion contract, and which deprive fundamental rights and eviscerate all means of recovering any damages are oppressive. Lennar's Warranty provisions create an internal inconsistency within the Warranty itself by negating all meaningful warranty coverage for the primary risk associated with said Warranty - damage arising out of or to the residences that Lennar built. Like the defendants in both *Smith* and *Simpson*, Lennar takes the position its Warranty relieves

Lennar of all liability for this very damage under any conceivable set of circumstances. Clearly, this renders the arbitration provisions, and thus the entire Warranty (a) void of its essential purpose; (b) lacking in mutuality; and (c) procedurally and substantively unconscionable.

“In analyzing claims of unconscionability in the context of an arbitration agreement, the Fourth Circuit has instructed courts to focus generally on whether the arbitration clause is geared towards achieving an unbiased decision by a neutral decision-maker.” *Simpson v. MSA of Myrtle Beach, Inc.*, 373 S.C. 14, 644 S.E.2d 663 (2007). In this case, based upon the provisions drafted by Lennar, the arbitrator has no ability to award the Plaintiffs damages under any circumstances. Regardless of whether the FAA or SCUAA apply, this Court should find the collective arbitration provisions are oppressive/one sided, and the Plaintiffs had no meaningful choice when entering into these adhesion contracts. *Id. citing* S.C. Code Ann. § 36-2-302(1) (2003) (“If a court as a matter of law finds any clause of a contract to have been unconscionable at the time it was made, the court may refuse to enforce the unconscionable clause, or so limit its application so as to avoid any unconscionable result....”). The arbitration provisions are broad and encompassing and provide no relief to an aggrieved party which proves the clause was designed to ensure Lennar would have no liability to the Buyers after the closing.

3. INTERLOCKING ARBITRATION PROVISIONS ARE FOUND IN THE PURCHASE AND SALE AGREEMENT, LIMITED WARRANTY, DEED AND DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS.

While Courts are permitted to “sever” unconscionable contractual provisions, the purported arbitration provisions are not a proper candidate for the application of this remedy. South Carolina courts, and a host “of other courts throughout the nation, “recognize severability is not always an appropriate remedy for an unconscionable provision ... ‘[i]f illegality pervades the agreement such that only a disintegrated fragment would remain after hacking away the unenforceable

parts...”’*Simpson*, 373 S.C. at 34, 542 S.E.2d at 673; *D.R. Horton*, 403 S.C 10, 742 S.E.2d 37 (Ct. App. 2013)), affirmed by S. Ct. Opinion No. 27645 (Filed July 6, 2016)., (“We conclude the arbitration clause in this case should not be severed from the numerous unconscionable provisions and particularly [D.R.] Horton's attempt to waive any seller liability for monetary damages of any kind, including secondary, consequential, punitive, general, special or indirect damages.”) (internal citations omitted); *see also*, *Ingle v. Circuit City Stores, Inc.*, 328 F.3d 1165, 1180 (9th Cir. 2003) (finding arbitration agreement wholly unenforceable because of an “insidious pattern” of unconscionable provisions, and therefore “any earnest attempt to ameliorate the unconscionable aspects of [the] arbitration agreement would require [the] court to assume the role of contract author rather than interpreter”); *In re Cotton Yarn Antitrust Litig.*, 406 F.Supp.2d 585, 604 (M.D.N.C. 2005) (“[W]here, as here, multiple provisions of the arbitration clauses are inconsistent with Plaintiffs' ability to effectively vindicate their statutory rights ... the Court finds that the better course of action in this case is to excise the arbitration clauses altogether.”).

Similar to *Simpson* and *D.R. Horton*, Lennar's arbitration clause is “made unconscionable” by oppressive provisions which pervade each of the arbitration provisions within the Documents and thereby render “severability” impractical, if not impossible. Thus, in line with South Carolina jurisprudence, each arbitration provisions contained in Lennar's Purchase and Sales Agreement (§§16 and 17, and Rider B), Lennar’s Limited Warranty in its entirety, Arbitration provision in the Covenants and Restrictions and Deed, are “excise(d) (...) altogether,” and should be rejected by this Court. *Id.*

4. PURCHASE AND SALE AGREEMENT REFERENCES SCUAA ON THE 1ST PAGE AND FAA WITHIN THE DOCUMENT: AMBIGUITY IS CONSTRUED AGAINST THE DRAFTER.

In the Motion to Compel Arbitration, Lennar argues that it seeks to compel arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1, *et. seq* (“FAA”) or alternatively, the South Carolina Uniform Arbitration Act, S.C. Code Ann. §§ 15-48-10, *et. seq.* (SCUAA). As evidenced by the Purchase and Sale Agreement that Lennar attached to its motion as Exhibit “A” the document states that the purchase agreement is somehow subject to both. At the top of the first page in bold letters it states:

“PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURUSANT TO SECTION 16 OF THIS AGREEMENT.”

Section 16.1 of the Agreement Provides:

The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall ... be submitted to binding arbitration as provided by the **Federal Arbitration Act (9 U.S.C §§1 et seq.)** and not by or in a court of law or equity. “Disputes” (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Buyer’s representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer’s children or other occupants of the Property, or in the Community.

In construing a contract, the primary objective is to ascertain and give effect to the intention of the parties. *Williams v. Teran, Inc.*, 266 S.C. 55, 221 S.E.2d 526 (1976); *RentCo., a Div. of Fruehauf Corp. v. Tamway Corp.*, 283 S.C. 265, 321 S.E.2d 199 (Ct.App.1984). Ambiguous language in a contract should be construed liberally and interpreted strongly in favor of the non-drafting party. *Myrtle Beach Lumber Co., Inc. v. Willoughby*, 276 S.C. 3, 274 S.E.2d 423 (1981). “After all, the drafting party has the greater opportunity to prevent mistakes in meaning. It is responsible for any ambiguity and should be the one to suffer from its shortcomings.” *Bazzle v. Green Tree Financial Corp.*, 351 S.C. 244, 262, 569 S.E.2d 349, 358 (2002), *vacated on other*

grounds, 123 S. Ct. 2402, 156 L.Ed.2d 414 (2003). A contract is ambiguous when its terms are reasonably susceptible of more than one interpretation. *Hawkins v. Greenwood Dev. Corp.*, 328 S.C. 585, 493 S.E.2d 875 (Ct. App. 1997); *see also Carolina Ceramics, Inc. v. Carolina Pipeline Co.*, 251 S.C. 151, 155-56, 161 S.E.2d 179, 181 (1968) (“[A]n ambiguous contract is one capable of being understood in more senses than one, an agreement obscure in meaning, through indefiniteness of expression, or having a double meaning.”) (citation omitted). Whether a contract's language is ambiguous is a question of law. *South Carolina Dep't of Natural Resources v. Town of McClellanville*, 345 S.C. 617, 550 S.E.2d 299 (2001). Once the court decides the language is ambiguous, evidence may be admitted to show the intent of the parties. *Id.*; *see also Charles v. B & B Theatres, Inc.*, 234 S.C. 15, 18, 106 S.E.2d 455, 456 (1959).

In this case, there is no additional evidence available to support the notion that Plaintiffs agreed to arbitrate. There are multiple provisions which create ambiguity and are susceptible to multiple interpretations. The arbitration provisions must therefore be severed from the contract, and the motion to compel arbitration must be denied.

5. OUTRAGEOUS TORT EXCEPTION APPLIES WHEN A BUILDER SELLS A HOME THAT VIOLATES THE BUILDING CODE.

“In 2007, this Court created the outrageous torts exception doctrine permitting parties whose claims arose out of an opponent's “outrageous” tortious conduct to avoid arbitration. *See generally Aiken v. World Fin. Corp. of South Carolina*, 373 S.C. 144, 644 S.E.2d 705 (2007) (establishing, in South Carolina, the outrageous torts exception to arbitration enforcement). The exception established that outrageous torts, which were unforeseeable to the reasonable consumer and legally distinct from the contractual relationship between the parties, were not subject to arbitration. *See Aiken*, 373 S.C. at 151–52, 644 S.E.2d at 709.”(quoting *Parsons v. Homes*, 418 S.C. 1, 791 S.E.2d 128 (S.C. 2016)).

Under the facts at hand, the Buyer would be forced to arbitrate issues clearly not contemplated when executing this contract. The Buyer would not contemplate that a licensed general contractor would sell a home that violated the building codes in South Carolina.

IV. THE FEDERAL STANDARD FOR WAIVING YOUR CONSTITUTIONAL RIGHT TO A JURY TRIAL CANNOT BE MET IN AN ADHESION CONTRACT.

A. RIGHT TO A JURY TRIAL IS FUNDAMENTAL AND THERE IS A PRESUMPTION AGAINST WAIVER.

The Seventh Amendment of the United States Constitution provides “In Suits at common law, where the value in controversy shall exceed twenty dollars, the right to a jury trial shall be preserved, and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law”. James Madison, the drafter of the 7th Amendment, stated in a speech to the House of Representatives on June 8, 1789 “Trial by jury cannot be considered as a natural right, but a right resulting from the social compact which regulates the action of the community, but is as essential to secure the liberty of the people as any one of the pre-existent rights of nature.” Our Courts have traditionally been zealous protectors of this right stating “Maintenance of the jury as a factfinding body is of such importance and occupies so firm a place in our history and jurisprudence that any seeming curtailment of the right to a jury trial should be scrutinized with the utmost care.” *Parsons v. Bedford*, 28 U.S. 433 (1830).

B. THE FEDERAL TEST FOR WAIVING YOUR RIGHT TO A JURY TRIAL REQUIRES THE WAIVER TO BE KNOWING, VOLUNTARY, AND INTENTIONAL.

While it is understood that this right, as with other constitutional rights, can be waived, the Federal Courts have been clear that a jury right is “fundamental” and that there is a presumption against waiver of jury trials. See *Aetna Insurance Co. v. Kennedy*, 301 U.S. 389 (1937) (stating “as the right of jury trial is fundamental, courts indulge every reasonable presumption against waiver.”) Although no formal test has been adopted for interpreting contractual waivers of jury trials, the

Federal Appeals Courts are in agreement that waiver must be “knowing, voluntary and intentional.” “It is elementary that the Seventh Amendment right to a jury trial is fundamental and that its protection can only be relinquished knowingly and intentionally.” *National Equipment Rental, Ltd. v. Hendrix*, 565 F.2d 255 (2nd Circ. 1977). “The factors a court must consider in determining whether a contractual waiver of a right to a jury trial was entered into knowingly and voluntarily include: 1) the negotiability of contract terms and negotiations between the parties concerning the waiver provision; 2) the conspicuousness of the waiver provision in the contract; 3) the relative bargaining power of the parties; and 4) the business acumen of the party opposing the waiver.” See *Morgan Guar. Trust Co., v. Crane*, 36 F. Supp. 2d 602 (S.D.N.Y 1999).

1. The Arbitration Provision is so broad that it would not allow the Buyer to sue the Seller ever, under any circumstance.

The arbitration provision at hand constitutes a jury trial waiver as it takes away any right to a jury trial as guaranteed to them in the Seventh Amendment to the United States Constitution and by Article 1 Section 14 of the South Carolina Constitution. The arbitration provision at hand reads as follows:

Section 16.1 of the Agreement Provides:

The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall ... be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C §§ 1 et seq.) and not by or in a court of law or equity. “Disputes” (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Buyer’s representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer’s children or other occupants of the Property, or in the Community.

This arbitration provision, as written, bars the Buyer and Seller from ever being able to sue each other in court for anything at any time now or in the future, which is a contractual jury trial

waiver. However, this arbitration provision would not be upheld by the Courts if subjected to the jury trial waiver test laid out above. The arbitration/jury trial waiver provision nor any other provision in the contract was negotiated by the parties as this is Lennar Carolinas, LLC's form purchase and sale agreement and the document is presented to the Buyer on a take it or leave it basis. See *Dreiling v. Peugeot Motors of America*, 539 F. Supp. 402 (D. Col. 1982) (the court refused to enforce a waiver in part because it was contained in a form contract drafted by the party seeking to enforce.)

C. ARBITRATION PROVISION WOULD NOT CONSTITUTE A VALID JURY TRIAL WAIVER UNDER FEDERAL LAW.

The arbitration/jury trial waiver provision is Section 16.1 of a ten-page contract with 38 sections. There is a header on the 1st page of the contract which reads "PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT." However, the South Carolina Court of Appeals has already reviewed these form documents in *Damico v. Lennar Carolinas, LLC* and determined that under the Prima Paint Doctrine only 16.1 may be considered as the arbitration provision. As such, the fact that this arbitration/jury trial waiver provision is buried in the middle of a long agreement and has no formatting to call attention to it would render it unenforceable by the Courts. See *National Equipment Rental, LTD. v. Hendrix*, 565 F.2d 255 (2nd Cir. 1977) (rejecting validity of jury trial waiver in commercial lease, where provision was "literally buried in the eleventh paragraph of a fine print, sixteen clause agreement," noting that the clause "was deeply and inconspicuously in the contract," and noting that it is not credible that laymen would have known or even suspected the meaning of the clause.)

The last two factors, relative bargaining power of the parties and sophistication of the parties, are often considered together. Unlike a typical home purchaser, the Seller is a sophisticated business entity which constructs and sells thousands of houses every year and which has its attorneys draft the form documents used for every purchase. The contract is not negotiable. The Buyers acumen for business varies from Buyer to Buyer, but upon inspection, the court would not likely find many, if any, of them to be savvy business people in addition to the fact that the terms were non-negotiable. Even though the Buyers are represented at the closing by an attorney, it should be noted Lennar, as the Seller, offers incentives to Buyers who use the Seller's preferred attorneys.

It is clear Purchasers did not knowingly or intentionally waive their rights to a jury trial for anything and everything that could arise between Purchasers and Seller. The provisions were buried in a lengthy contract and the Purchasers had no bargaining power and were not savvy and resource-rich business owners like Lennar which knew exactly what it was doing with this arbitration provision and having Purchasers waive rights to a jury trial.

CONCLUSION

The Motion to Compel Arbitration should be denied. The Agreement does not comply with the requirements of the South Carolina Uniform Arbitration Act. The Agreement is not subject to the Federal Arbitration Act as the agreement does not involve interstate commerce. The arbitration provisions are unconscionable and unenforceable and there is no evidence of the Plaintiffs waiver of their Constitutional Right to a Jury Trial.

MULLEN WYLIE, LLC

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ATTORNEYS FOR PLAINTIFFS

Myrtle Beach, SC
July 9, 2020

Lennar Carolinas, LLC
1941 Savage Rd. Suite 100 - C
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843-388-8989

PURCHASE AND SALE AGREEMENT

PURSUANT TO SECTION 15-48-10, SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED, THIS SHALL CONSTITUTE WRITTEN NOTICE THAT THIS AGREEMENT IS SUBJECT TO MANDATORY BINDING ARBITRATION PURSUANT TO SECTION 16 OF THIS AGREEMENT.

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the Second day of May, 2015 by and between Lennar Carolinas LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S): 1. Erik C. Kramer 2. 3. 4. No Buyer Name Changes Will Be Permitted		Check Applicable: Married ☐ Single ☐ Male ☒ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐ Married ☐ Single ☐ Male ☐ Female ☐	
Buyer Address: 6005 Archstone Way #406			
City: Alexanrdia		State / Country: VA	Zip: 22310
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.			
Home Telephone:		Facsimile Number:	
Business Telephone:		E-mail Address: ekramer90@yahoo.com	
Cellular Telephone: +1 843 4251468			

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Model REGAL constructed or to be constructed on the following described property:

Lot 0058 of Block _____ of Royal Palms Subdivision/Plat, in Charleston County (the "**County**"), South Carolina
Address: 1264 Dingle Road Mt Pleasant SC 29466

The residence and improvements (the "**Home**") constructed or to be constructed on the above described property (the "**Homesite**"), and all appurtenances thereto are collectively referred to in this Agreement as the "**Property**." The Property is located within the community known as Royal Palms (the "**Community**").

2. **Purchase Price and Payments.** The total purchase price ("**Total Purchase Price**") for the Home, exclusive of any Builder's Fee, as applicable, and Closing Costs as described in Rider B and the Purchase Price and Payment Addendum, is **\$299,365.00**. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "**Initial Deposit**") of **\$2,000.00**. Buyer shall make further payments to Seller, including but not limited to any "**Additional Deposit**" or "**Advanced Payment**" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "**Deposit**" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "**DOCUMENTS**" (AS SUCH TERM IS DEFINED IN RIDER B) PROVIDED TO BUYER, IF ANY.

4. **Financing.**

☐ **NO CONTINGENCY.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE CONTINGENCY.** If this box is checked, this Agreement is contingent on Buyer obtaining a loan commitment

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within the Mortgage Contingency Period (as such term is defined in Rider B attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller), or another qualified institutional mortgage lender of Buyer's choice ("Lender"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower with Buyer's credit qualifications (the "**Mortgage Contingency**"). Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms (the "**Mortgage Contingency Period**"). In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to promptly provide Seller, upon Seller's request, with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer properly makes and pursues the loan application as provided herein but is unable to provide Seller with a copy of a written loan commitment reasonably satisfactory to Seller within the Mortgage Contingency Period, or if Buyer is at any time disapproved for such loan (and Buyer does not cancel or withdraw his/her loan application), then Seller, at its sole discretion, may cancel this Agreement by written notice to Buyer, at Buyer's last known address, in which event Seller shall refund any paid Deposit made by Buyer. If Buyer properly makes and pursues the loan application as provided herein but is unable to obtain mortgage loan financing, despite Buyer's good faith efforts to do so, and Buyer is not otherwise in default under this Agreement, and further provided that Buyer provides Seller with documentation from Lender that the loan has been declined, Buyer may cancel this Agreement by giving written notice to Seller within the Mortgage Contingency Period, in which event Seller shall refund any paid Deposit. If this Agreement provides for a VA guaranteed or FHA-insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if this Agreement is subject to the Mortgage Contingency, as indicated above:

- 4.1 Mortgage Loan. Unless Buyer shall have otherwise notified Seller in writing within the Mortgage Contingency Period, Buyer shall be conclusively presumed to have obtained the loan commitment or agreed to purchase the Property without mortgage financing, and the Mortgage Contingency shall be deemed to have been satisfied.
- 4.2 Application. Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage loan documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes and insurance on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.
- 4.3 Commitment. Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan commitment and the mortgage loan commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan commitment not being satisfied for any reason (other than failure of the Property to appraise equal to or greater than the Total Purchase Price), this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If the Lender's appraiser does not appraise the Property for the Total Purchase Price then Seller shall have the option in, Seller's sole discretion, to (i) lower the Total Purchase Price to the appraised value and Buyer shall proceed to Closing, or (ii) terminate this Agreement and return the Deposits to Buyer. If Buyer obtains a loan commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Community, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section 4.
- 4.4 Sale of Other Residence. Unless the Home Sale Contingency Addendum is executed, Buyer represents and warrants that this Agreement and the mortgage loan referenced herein, are not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. **Funds.** Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**C\$ check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared. Buyer certifies that any funds paid by Buyer under the terms of this Agreement are not in violation of the currency control laws of any country. Seller shall have the right to require Buyer's recertification at any time prior to Closing.

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6. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of said report(s) (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

7. **Closing.** Without limiting the terms of Section 8, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider B attached hereto). Seller is authorized to postpone or advance the date of Closing in its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. To the extent not prohibited by applicable law, if Seller, in its sole discretion, agrees in writing to reschedule the Closing Date at Buyer's request, or because Buyer (if a corporation) has failed to produce all corporate documents requested by Seller or for any other reason (except for delay required by Seller), then (1) Seller may impose a late charge as liquidated damages for such delay equal to One Hundred Twenty-Five Dollars (\$125.00) per day for every day from the original Closing Date through the date that the transaction closes, and (2) Seller may require that prorations be made as of the original Closing Date. Buyer agrees the late charge is appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not of the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

8. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Home not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Home shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Home is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

9. **Casualty Before Closing.** If the Property is damaged by fire, act of terrorism or other casualty before Closing and the cost of restoration does not exceed three percent (3%) of the Total Purchase Price and repairs will not substantially delay Closing, Seller shall repair the damage and Closing shall proceed pursuant to the terms of this Agreement. If the cost of restoration exceeds three percent (3%) of the Total Purchase Price or the repairs would substantially delay Closing, Buyer shall have the option to: (1) terminate this Agreement and receive a refund of the Deposit made by Buyer to Seller, in which event both parties shall be released from all obligations under this Agreement, or (2) have Seller repair the damage as soon as reasonably possible, and Closing shall be extended until such repair or rebuilding is complete.

Notwithstanding the foregoing, if all or a portion of the Property is damaged by fire, act of terrorism or other casualty and (1) the plans, specifications or construction materials for the Property must be materially modified in order to repair or reconstruct the Property, or (2) the repair or reconstruction of the Property substantially in accordance with the plans and specifications is rendered impossible by any cause recognized by the law of the state in which the Property is located as a defense to a contract action for non-performance, then Seller shall have the right to terminate this Agreement and Buyer shall receive a refund of the Deposit made by Buyer to Seller in which event both parties shall be released from all obligations under this Agreement.

10. **Deed.** Seller shall convey title to Buyer at Closing by delivery to Buyer of a General Limited Warranty Deed (the "**Deed**") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

11. **Closing and Title Matters.** Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

11.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Community is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone

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agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) minor encroachments on easements that do not substantially interfere with an easement holder's interest in the Property; and (9) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

11.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 11.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

11.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

11.4 Seller may not own title to the Property as of the date of this Agreement or at Closing. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

11.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expenses nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. If the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

11.6 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement, except those which are herein specifically deemed to survive Closing or which may survive by operation of law, if any.

11.7 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

11.8 All of the terms of this Section 11 shall survive Closing and the delivery of the Deed.

12. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider B attached hereto.
13. **Site and Substitutions.** The materials, equipment and fixtures included in and to be used in constructing the Home will be substantially the same as or similar in quality to those described in the applicable plans and specifications (except as to extras, options and/or upgrades).

13.1 Changes to Plans and Specifications.

- 13.1.1 Industry Practice. It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Home to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Home.
- 13.1.2 Seller's Absolute Right to Make Modifications to Plans and Specifications. Seller has the absolute right to make modifications to the plans and specifications for the Home. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Home shall not substantially affect the value of the Home. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith.
- 13.1.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the

Homes to be constructed within the Community require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Home and improvements to be constructed within the Home.

13.1.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Home and the Community on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section 13, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Home and the Community may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Rider B attached hereto, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Home and/or the Community, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Home and Community as actually constructed (in lieu of what is set forth on the plans and specifications).

13.2 Lot Change. In the event that Seller, in its sole discretion, determines that the Model of the Home selected under this Agreement cannot reasonably be built on the Homesite, then Buyer and Seller hereby agree that they will negotiate in good faith to relocate the Home to another lot in the Community, provided however that there are lots available for sale. If no replacement lot is available, then Buyer may terminate this Agreement and will be entitled to a refund of any paid Deposit.

13.3 Decorative and Landscaping Items.

13.3.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

13.3.2 Lot grades, lot area, options, facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about a model home area of the subdivision are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees on the Property or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Home: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

13.4 Deed. By acceptance of the Deed, Buyer accepts all variations of the Home.

13.5 Survival. All of the terms of this Section 13 shall survive Closing and the delivery of the Deed.

14. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty. The provisions of this Section shall survive the termination of this Agreement.

15. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Home within two (2) years pursuant to Section 8 above. Notwithstanding anything to the contrary in this Agreement, Buyer releases and holds harmless Seller's past and present officers and employees from all claims, liabilities, and causes of action of any nature. Buyer now has or may have arising from any act or omission of Seller's officers or employees related to Lennar's performance of its obligations under this Agreement and Lennar's construction of a Home on the Homesite. The provisions of this Section shall survive the termination of this Agreement.

16. Mediation / Arbitration of Disputes.

16.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted

to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "**Disputes**" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Property, the Community or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or other occupants of the Property, or in the Community. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the Dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

16.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("**AAA**") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

16.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

16.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

16.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

16.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

16.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

16.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

16.8.1 Notwithstanding the requirements of arbitration stated in Section 16.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

16.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

16.8.3 The fees for any claim pursued via arbitration in an amount of \$10,000.00 or less shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

16.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

16.10 BUYER AND SELLER AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS SELLER FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION 16.4 ABOVE.

16.11 Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Section 16 shall survive (1) Closing and the delivery of the Deed; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party.

17. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 16, then the parties agree to the following provisions: **BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.** All of the terms of this Section 17 shall survive Closing and the delivery of the Deed.

18. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless a Purchase Price and Payment Addendum indicating otherwise is attached hereto, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("**NHC**") and Internet New Home Consultant ("**INHC**") are agents of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials  _____

19. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE AREA OF THE COMMUNITY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE COMMUNITY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE PROPERTY.

20. **Dangerous Condition; Construction Work.**

20.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Property prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied

entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Property prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

20.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces that otherwise hinder construction or installation of improvements on the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

20.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through binding arbitration in accordance with the terms of this Agreement.

20.4 All of the terms of this Section 20 shall survive Closing and the delivery of the Deed.

21. **OFAC.** Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("**OFAC**"). The requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively the "**Lennar Affiliates**"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or home sale. In order to check the OFAC list, Buyer must provide to Seller a Government-issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

22. **Agreement not to be Recorded.** Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud on title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

23. **Transfer, Assignment and Persons Bound.** Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby.

24. **TIME OF THE ESSENCE.** BUYER ACKNOWLEDGES THAT TIME IS OF THE ESSENCE IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT.

25. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each have made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.

26. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, professional overnight courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).

27. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.

28. **Incorporation and Severability.** The explanations and disclaimers set forth in the Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807
FILED - 2020 Jul 02 10:11:25 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

29. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.
30. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, CO-OPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE DOCUMENTS.
31. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and a Division Agent or Officer of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.
32. **Additional Changes.** Notwithstanding Section 31 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Documents, to change the terms and provisions of this Agreement and/or the Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction and Buyer consents to all such changes. Notwithstanding Section 32 of this Agreement, Seller, and/or the developer or declarant under the Documents, shall have the right to amend all Documents for development or other purposes, and Buyer consents to all such amendments.
33. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Property itself and not (1) the common facilities comprising part of the Community, if any, or (2) any expectation that the Property will increase in value.
34. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Community, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein. All of the terms of this Section 34 shall survive Closing and the delivery of the Deed.
35. **Riders and Addenda.** This Agreement consists of 10 pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:
- Check all that apply:

☒ Rider A (South Carolina)

☒ Rider B (CRS Division)

☒ Purchase Price and Payment Addendum

☒ Master Disclosure and Information Addendum

☒ Affiliated Business Arrangements Disclosure Statement

☒ Election Form Addendum

☐ Home Close Contingency Addendum with Options

☐

☒ Indoor Environmental Quality Disclosure Addendum

☐ Home Sale Contingency Addendum

☒ Cooperating Broker Addendum

☒ FHA/VA Addendum

☒ Insulation Addendum

☒ Cooperating Broker Agreement

☐

☐
36. **Survival.**
- 36.1 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall not be merged into the Deed and that these Sections and documents shall survive Closing and the delivery of the Deed: Section 11, Closing and Title Matters; Section 13, Site and Substitutions; Section 16, Mediation / Arbitration of Disputes; Section 17, Other Dispute Resolutions; Section 18, Selling Agent and Cooperating Broker; Section 19, Construction Activities; Section 20, Dangerous Conditions; Construction Work; Section 35, Reservation of Easement; Section 5 of Rider B, Warranties; Section 2 of the Indoor Environmental Quality Disclosure; Cooperating Broker Addendum, in its entirety; and, Master Disclosure and Information Addendum to Purchase and Sale Agreement, in its entirety.

36.2 Buyer and Seller agree that it is their express intent that the Sections and documents listed below, together with any other terms in this Agreement that expressly so state, as well as any terms that may survive by operation of law, notwithstanding if the Section, document or term has a survival provision thereto, shall survive termination of this Agreement: Section 14, Buyer's Default; Section 15, Seller's Default; Section 16, Mediation / Arbitration of Disputes, Section 17, Other Dispute Resolutions; Section 23, Transfer, Assignment and Persons Bound; and Section 6 of Rider B, Documents.
37. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial

Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as a Division Agent or Officer of Seller has executed this Agreement. The date of such acceptance is the "**Effective Date**" of this Agreement. In the event Buyer's offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer's offer shall be deemed withdrawn.

38. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY
SELLER SUBJECT TO CLEARANCE.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Walker Gregory
C84C5398EF214CD...
New Home Consultant - Walker Gregory
5/2/2015
Date:

THIS AGREEMENT IS NOT BINDING ON SELLER
UNTIL ACCEPTED BELOW BY AN AUTHORIZED
AGENT OF SELLER.

SELLER: Lennar Carolinas, LLC

DocuSigned by:
Jennifer Petras
B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
5/11/2015
Date

DocuSigned by:
Erik C. Kramer
6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

ELECTRONICALLY FILED - 2020 Jul 02 2:42 PM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807
ELECTRONICALLY FILED - 2020 Jul 10 10:25 AM - CHARLESTON - COMMON PLEAS - CASE#2019CP1004807

PURCHASE PRICE AND PAYMENT ADDENDUM
Lennar Carolinas, LLC

Buyer Name: Erik C. Kramer
Date of Agreement: 05/02/2015
Community: Royal Palms Lot/Block: 0058 /
Address: 1264 Dingle Road Mt Pleasant SC 29466
Plan/Elevation: REGAL / BE Garage Orientation: Left ☒ Right ☐
Phase/Section: 10 / Job #: 18886600058
Started (Y/N): N Stage: PR
Estimated Start Date: Estimated Closing Date: 09/30/2015
Agreement Type: ☒ Standard ☐ Home to Sell ☐ Miscellaneous contingencies ☐ Owns current residence
Select One: ☒ New Agreement ☐ Transfer ☐ Revised Agreement -- Revision #:

BUYER INFORMATION

Buyer: Erik C. Kramer
Buyer Existing Address: 6005 Archstone Way #406 Alexanrdia VA 22310
Home Phone: Office Phone:
Fax: Cell Phone: +1 843 4251468
Email: ekramer90@yahoo.com
Employer: Years/Months: /
Co-Buyer:
Home Phone: Office Phone:
Fax: Cell Phone:
Email:
Employer: Years/Months: /

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price:	\$ 287,990.00
Add Homesite Premium:	\$ 5,000.00
Add Options, Upgrades and Extras per attached Options, Upgrades, and Extras/Change Order Summary:	\$ 19,250.00
Less Discretion:	\$ 12,875.00
Total Purchase Price:	\$ 299,365.00

PAYMENTS:

Initial Deposit	Check#/Credit Card: _ /	\$ 2,000.00
Additional Deposit		
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00
Advanced Deposit		
Due _____	Received _____	Check# _____ \$.00
Due _____	Received _____	Check# _____ \$.00

Amount to be financed or paid by (i) wire transfer of immediately available funds or (ii) cashier's check (subject to collection) at closing (approximate)
(Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses and HOA fees.)

Initial  Initial _____ \$ 297,365.00
Buyer Buyer

CLOSING COSTS:

Seller Assistance toward closing costs (subject to contribution limits):..... \$ 4,000.00

Comments: The total purchase price and any discretion or incentive given is based on the closing of the home taking place on the estimated closing date unless otherwise agreed upon in writing by Seller.

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☐ FHA ☒ VA
Lender: UAMC Phone #: 843-852-3200
Broker Participation? ☒ Yes ☐ No
Agent/Company: C. Kendrick / Keller Williams
Street Address: 496 Bramson Ct. Ste 200
City, State Zip: Mount Pleasant, SC 29464
Phone:
Broker Tax ID#: Broker Commission: 3%

WARRANTY INFORMATION

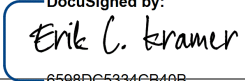
LEN 100 5/2/12
*Or other comparable warranty

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the second day of May, 2015 (the "**Agreement**"), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

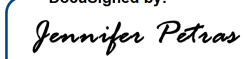
DocuSigned by:

6598DC5334CB40B...
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

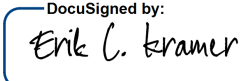
SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

ENERGY ADDENDUM

THIS ENERGY ADDENDUM (this "**Addendum**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") entered into as of the Second day of May , 2015, between Erik C. Kramer ("**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

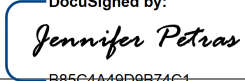
1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Energy Claims.** In the marketing of the Home, certain verbal or written statements may have been made, including but not limited to statements contained in advertising and marketing material, relating to the energy efficiency, energy consumption, energy savings or energy costs of the Home. Buyer acknowledges that any such statements were estimates only and were developed by third parties based upon the design of the Home and/or various indices. Actual Home energy savings will vary due to, among numerous other factors, construction variances, floor plan, occupancy, appliance usage, thermostat settings, weather conditions, maintenance and orientation of the home. Seller provides no guarantee of savings that will be achieved by each homeowner.
3. **HERS Index.** Based on an analysis of the home's plans, a third party Home Energy Rater uses an energy efficiency software package to perform an energy analysis of the home's design. This analysis yields a projected, pre-construction HERS (Home Energy Rating System) Index. The HERS Index is a scoring system established by the Residential Energy Services Network (RESNET) in which a home built to the specifications of the HERS Reference Home (based on the 2006 International Energy Conservation Code) scores a HERS Index of 100, while a net zero energy home scores a HERS Index of 0. The lower a home's HERS Index, the more energy efficient it is in comparison to the HERS Reference Home. Each 1-point decrease in the HERS Index corresponds to an estimated 1% increase in energy efficiency compared to the HERS Reference Home. For any home with a HERS Index rating, the Buyer understands and agrees that the rating is not to be construed as a guarantee of energy savings or consumption levels. Seller makes no representations or warranties regarding the accuracy of the HERS Index.
4. **Certification Program.** In connection with the sale of the Home, Seller may have used a third party to certify that the Home was designed to certain guidelines ("**Certification Program**"). Seller makes no representations or warranties regarding any aspect of the Certification Program. Buyer acknowledges that the third party estimate is based upon analytical methods and not necessarily testing of the Home.
5. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
6. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

DocuSigned by:

6598DC5334CB40B
Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC
DocuSigned by:

B85C4A49D9B74C1...
Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

ROYAL PALMS
MASTER DISCLOSURE AND INFORMATION ADDENDUM TO
PURCHASE AND SALE AGREEMENT
MOUNT PLEASANT, CHARLESTON COUNTY, SOUTH CAROLINA

THIS MASTER DISCLOSURE AND INFORMATION ADDENDUM (this "Addendum") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "Agreement") dated as of the Second day of May, 2015, between Erik C. Kramer ("Buyer") and Seller, as defined in the Agreement, respecting Lot 0058 of Building/Block _____, of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "Community"). The residence and improvements (the "Home") constructed or to be constructed on the property described in the Agreement (the "Homesite"), and all appurtenances thereto are collectively referred to in this Addendum as the "Property."

1. **Defined Terms.** All capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Community.** The Property lies within the Community. This Addendum explains certain terms which are applicable to the purchase of Homes within the Community. Seller, the developer of the Community (Seller is hereinafter sometimes referred to as "Developer"), and any other builder in the Community, shall have the right, without notice to Buyer, to make changes to, among other things, homesite sizes, number of homes being built, size and style of homes being built, features and materials in homes being built, prices of homes (whether more or less than currently published), price per square foot of homes (whether more or less than currently published), street layout, amenity layout and usage, location, size and number of trees, bushes and other foliage (current and future), and any other items or uses which are currently planned for the Community. Seller makes no representation or warranties that Seller will be the exclusive builder or developer in the Community or that the Community will be built out exactly as currently planned, and Seller expressly reserves the right to make whatever changes it deems necessary relating to future development or build out of the Community. Any current maps or other materials showing any final or projected community development may be modified or updated in the future.

SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES WITH REGARD TO THE DEVELOPMENT OF HOMESITES IN AND AROUND THE COMMUNITY. HOMESITES IN AND AROUND THE COMMUNITY MAY REMAIN UNDEVELOPED AT THE SOLE DISCRETION OF SELLER, OTHER BUILDERS IN THE COMMUNITY, AND/OR THE DEVELOPER OF THE COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO SELLER BEING THE SOLE OR EXCLUSIVE BUILDER WITHIN THE COMMUNITY. SELLER HAS MADE NO REPRESENTATIONS OR PROVIDED ANY ASSURANCES, STATED, IMPLIED, OR OTHERWISE WITH REGARD TO CONTINUING TO BUILD IN THE COMMUNITY THROUGH FINAL BUILD OUT AND/OR BUILDING UPON ANY UNDEVELOPED HOMESITE(S). FURTHERMORE, IT IS UNDERSTOOD THAT NO REPRESENTATIONS, ESTIMATES OR PROJECTIONS HAVE BEEN CONVEYED REGARDING THE FINAL BUILD OUT TIME OF ANY UNDEVELOPED HOMESITE(S) OR THE OVERALL COMPLETION SCHEDULE OF THIS COMMUNITY. BUYER ACKNOWLEDGES THAT SELLER CONSTANTLY EVALUATES THE PRICING, DESIGNS, PRODUCT MIX AND AMENITIES OF ITS COMMUNITIES AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING WHETHER TO CONTINUE TO BUILD HOMES WITHIN THE COMMUNITY AND BUYER IS NOT RELYING UPON ANY OF THE FOREGOING IN DECIDING TO PURCHASE THE PROPERTY.

3. **Governing Documents.** Buyer acknowledges receipt, either in hard-copy or via internet or electronic means, of all documents ("Governing Documents") for the Community.

3.1 Buyer acknowledges receipt of, and agrees to be bound by the Declaration of Covenants, Conditions, and Restrictions for Royal Palms (the "Declaration"), the Articles of Incorporation, By-Laws and any Rules and Regulations of Royal Palms Property Owners Association, Inc., all as amended and supplemented from time to time (collectively, the "Community Documents"). Buyer acknowledges and agrees that title to the Home will be subject to the Community Documents.

3.2 The Property will be subject to certain deed restrictions as reflected in the Limited Warranty Deed (the "Deed") executed by Seller and furnished to Buyer at Closing. The deed restrictions run with the Homesite and require, among other things, that (i) buyer give Seller notice of Seller's defaults or any Claim (as defined therein) after Closing and (ii) Seller have an opportunity to inspect and cure defects in the Home. The deed restrictions further require the arbitration of any Claim against Seller that cannot be resolved.

3.3 Buyer acknowledges the provisions of the Governing Documents are fair and reasonable.

4. **Association Memberships.**

4.1 Upon conveyance and recording of the Deed to the Property, Buyer understands and agrees that Buyer will then become a member of the Royal Palms Property Owners Association, Inc., a South Carolina nonprofit corporation (the "Association"). Buyer agrees to accept the liability and obligations of such

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memberships. Buyer understands that as a member of the Association, Buyer will be required to pay Assessments (as defined in the Governing Documents) for the operation, insurance and maintenance of the Common Areas (as defined in the Governing Documents) and for such other uses and purposes as are provided for in the Governing Documents. Buyer also understands and agrees that a failure to pay Assessments when due could cause the Association to record a lien on the Property and to foreclose such lien. Assessments are subject to additional increases in the manner currently provided for in the Governing Documents. Neither Seller, the Association, nor any other builder can estimate the amount or frequency of any such increase.

4.2 Buyer acknowledges that nominees of Seller (and as Developer), may serve as the initial officers and directors of the Association. The officers and directors and the management company, which may be an affiliate of Seller, are authorized by Buyer to act for and on the behalf of the Association. Seller may, but is not required to, advance monies to the Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Association will be obligated to repay such advances as set forth in the Community Documents.

4.3 Buyer acknowledges that all new construction and modifications of existing construction and exterior improvements within the Community are subject to the prior written approval of the appropriate architectural review, design review or similar committee or authority, which is appointed by the Board of Directors of the Association. Buyer agrees to comply with all rules and regulations of the appropriate authority (or authorities) governing construction of improvements within the Community as the same may be amended and exist from time to time. These restrictions are subject to change without notice. Building and use restrictions include, but are not limited to, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, the developer of the Community, homebuilder(s), leases and restoration of homesites. Buyer agrees not to commence any construction upon the Homesite until it has obtained all requisite written approvals therefore. Buyer further agrees not to make any modifications of any existing buildings and improvements, including, but not limited to, landscaping and landscape irrigation, without the prior written approvals of the appropriate authority (or authorities) pursuant to any city, county or state regulation and pursuant to recorded covenants, conditions or restrictions governing the land. In addition, every city, county or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to the Home or Homesite, Buyer should contact the applicable governmental authorities for further information concerning local codes and ordinances. Decks, fences and exterior color are among the more common, although not the only, improvements for which architectural approval is required.

4.4 Approval of any work by the appropriate reviewing authority or authorities shall not constitute an express or implied warranty or representation that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner.

4.5 Failure to submit plans and specifications to the appropriate reviewing authority or authorities for approval is a violation of the provisions of the Declaration and/or applicable deed restrictions, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved improvements or modifications.

5. **Community Charges.** In addition to the Closing Costs set forth in Rider B, Buyer shall pay the following additional Closing Costs respecting the Community:

5.1 **Association Assessments.** Assessments payable to the Association ("**Association Assessments**"), prorated for the month in which the Closing occurs (based on the then current Assessments at the time of closing). Such Assessments are estimated to be **\$140.56** per month at this time. Buyer understands that the estimated operating budget for the Association is only an estimate of what it will cost to run the Association and operate, insure and maintain the common areas during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Seller. The budget may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Without limiting the generality of this Section, those changes will not give Buyer any right to cancel the Agreement. Neither the monthly Association Assessments nor the Association's budget is guaranteed. Buyer acknowledges and agrees the Association Assessments and/or budget may change.

5.2 **Association Initial Capital Contribution.** Buyer acknowledges that among other Assessments provided for in the Community Documents, the Association has established an initial capital contribution ("**Initial Capital Contribution**"). Buyer acknowledges that upon conveyance of the Property an Initial Capital Contribution in an amount equal to **\$500.00** (or such amount as determined from time to time) is due. The Initial Capital Contribution may be used for any reason whatsoever including, without limitation, reimbursement for costs in setting up the Association and costs of deficit funding. Buyer acknowledges and agrees that the Initial Capital Contribution is not to be considered as an advance payment of Assessments.

5.3 **Resale Capital Contribution.** Buyer acknowledges the Association may establish a Resale Capital Contribution (as defined in the Governing Documents). For more information on the Resale Capital Contribution, please refer to the Governing Documents.

5.4 **Boat Storage.** A storage area ("**Storage Area**") for boats, trailers, recreational vehicles and other

personal property approved by the Association is located within the common space of the Community among homesites in the Community. The presence of the Storage Area near a homesite can cause increased noise, foot and vehicular traffic, and other conditions commonly caused by the presence of boat or vehicle storage areas, which at times may be obnoxious or inconvenient to some people, especially sensitive people. Homesites adjoining or near the Storage Area will likely experience some or all of these conditions. Buyer is advised to take the time to drive around the Community to ensure that Buyer is satisfied with the location of the Homesite relative to the location of the Storage Area. The Storage Area may be reduced in size, modified, or eliminated entirely in the future, and neither Seller nor the Association can guarantee the continued existence of the Storage Area. For more information on the Storage Area and the use of the Storage Area, please contact the Association.

6. **Security.** The Community is not a gated community and the roads in the Community are private.
7. **Building and Use Restrictions.** Every homesite is subject to building and use restrictions as set forth in Article III and Exhibit C of the Declaration. These restrictions are subject to change without notice. Building and use restrictions may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking, rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, any developer and homebuilder(s), leases and restoration of homesites. Seller encourages you to carefully review the Declaration and to ensure the long-term quality of life for both you and your neighbors.
8. **Municipal Building Codes And Ordinances.** Every city or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to your Home or Homesite, you should contact the Building Inspector for Charleston County at (843) 202-6930 for further information concerning local codes and ordinances. Seller is not responsible for notifying Buyer or any other homeowners of the content or restrictions contained in any local codes or ordinances.

9. **Architectural Review.**

- 9.1 The Declaration currently provides that no improvements shall be commenced upon any homesite, nor shall the exterior color, style and materials of an approved structure on a homesite be altered without the prior written approval of the Design Review Board ("**DRB**") which is appointed by the Board of Directors of the Association. Improvements constructed by Seller or the developer of the Community are exempt from this requirement. Approval of any work by the DRB or the shall not constitute an express or implied warranty or representation by the DRB that any work complies with applicable codes, ordinances or other governmental regulations, or that the work is well designed or will be constructed in a proper manner. Decks, fences and exterior color are among the more common, although not the only, improvements for which architectural approval is required. For more information concerning architectural review, please review the Declaration.
- 9.2 Failure to submit plans and specifications to the DRB for approval is a violation of the Declaration, which may result in sanctions and/or the imposition of fines, and the removal, at homeowner expense, of any non-approved modifications.

10. **Pet Restrictions.** Buyer understands that the only pets allowed in the Community are those which are in accordance with the restrictions contained in the Community Documents or any amendments thereto.
11. **Short-Term Rentals.** Buyer acknowledges that homes in the Community may be rented for any length of time, subject to certain restrictions set forth in the Community Documents. Buyer may contact the Association if Buyer has any questions concerning short-term rentals.
12. **Active Flood Zone.** Buyer acknowledges that the Property may be in an active flood zone. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Seller recommends that each Buyer of a Home protect his/her Home by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency (FEMA) to have the Home re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender.
13. **Utilities.**

- 13.1 Buyer acknowledges that no septic tanks shall be permitted within the Community. No wells shall be installed without the express written consent of the DRB and all other applicable government agencies.
- 13.2 Some homesites contain or are adjacent to drainage and utility structures such as storm water overflow swales, storm water retention and/or detention basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever. Overflow swales are generally utilized for overflow storm water capacity as a result of water drainage. Electrical transformers may only be landscaped to the extent permission is given by the utility provider. In some cases, water may flow from one homesite to another. State law may provide that the owner of the homesite receiving water is required to accept the water flow and may not impede the flow of this water. In addition, the Property will be graded to provide for reasonable drainage away from the Home's foundation. The vast majority of

foundation problems are caused by insufficient drainage or lack of watering of soil around the foundation. Buyer should keep Buyer's lawn well watered to maintain consistent moisture content and avoid excess wetness, dryness or cracking of soil. The construction of curbs, decks, retaining walls, pools, spas, patios, landscape edging and similar items can also trap water within the yard area and cause structural damage to the Home's foundation. Seller strongly recommends that Buyer consult with a licensed landscape architect and civil engineer before performing any work or making any changes that may affect the existing drainage pattern.

13.3 The Town of Mount Pleasant provides water to the Community. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Community. In addition, this area is periodically subjected to extended periods of drought that may cause depletion of water supplies. Municipalities and other providers of water services (including the Town of Mount Pleasant) may enact mandatory or voluntary cut backs or other restrictions in water usage. Seller has no control, influence, responsibility or liability for or over decisions concerning water rationing.

13.4 If Buyer has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Buyer should contact the utility companies directly. Because Seller values Buyer's safety and that of Buyer's neighbors, no excavation or trenching should be done without first calling the utility companies for the location of buried utilities. There is currently no charge by the utilities for this service. This is especially important in utility easements where buried utility equipment is probable. Digging without advance notification and approval of the utility companies may be illegal, is dangerous and can result in severe personal injury or death to Buyer and Buyer's neighbors, and can also result in severe property damage to homes, property and utility equipment.

14. **Water Bodies.** BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS OR OTHER WATER BODIES WITHIN THE COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER, THE TOWN OF MOUNT PLEASANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

15. **Wetland Conservation Areas.** BUYER ACKNOWLEDGES THAT PROPERTY WITHIN THE COMMUNITY CONTAINS WETLANDS, WETLAND MITIGATION OR PRESERVATION AREAS, UPLAND CONSERVATION AREAS AND DRAINAGE EASEMENTS AND LOTS (INCLUDING BUT NOT LIMITED TO THE HOMESITE) MAY CONTAIN OR BE ADJACENT TO WETLANDS, WETLAND MITIGATION OR PRESERVATION AREAS, UPLAND CONSERVATION AREAS AND DRAINAGE EASEMENTS (COLLECTIVELY, "**Wetland Conservation Areas**"), WHICH MAY BE DEDICATED BY PLAT AND ARE PROTECTED BY A DECLARATION OF RESTRICTIVE COVENANTS RECORDED JANUARY 2, 2007, IN BOOK T610, PAGE 892, CHARLESTON COUNTY REGISTER OF DEEDS OFFICE ("**Wetlands Declaration**"). THE WETLANDS DECLARATION CONTAINS A MORE SPECIFIC DEPICTION OF THE WETLANDS CONSERVATION AREAS. SUCH WETLAND CONSERVATION AREAS ARE SUBJECT TO RESTRICTIONS REQUIRED BY STATE AND FEDERAL ENVIRONMENTAL LAWS AND REGULATIONS. THE DECLARATION PROHIBITS, AMONG OTHER THINGS, FILLING, DRAINING, FLOODING, DREDGING, IMPOUNDING, BURNING, CULTIVATING, EXCAVATING, ERECTING, CONSTRUCTION, RELEASING WASTES, OR OTHERWISE DOING ANY WORK WITHIN THE WETLAND CONSERVATION AREAS; INTRODUCING EXOTIC SPECIES INTO THE WETLAND CONSERVATION AREAS; AND FROM CHANGING THE GRADE OR ELEVATION, IMPAIRING THE FLOW OR CIRCULATION OF WATERS, REDUCING THE REACH OF WATERS, AND ANY OTHER DISCHARGE OR ACTIVELY REQUIRING A PERMIT UNDER CLEAN WATER OR WATER POLLUTION CONTROL LAWS AND REGULATIONS, AS AMENDED. ANY VIOLATION OF THE RESTRICTIONS SET FORTH IN THE WETLANDS DECLARATION MAY BE PUNISHABLE BY CIVIL OR CRIMINAL ACTIONS BY STATE AND/OR FEDERAL AUTHORITIES. IF BUYER HAS ANY QUESTIONS WITH RESPECT TO THE WETLANDS CONSERVATION AREAS OR ACTIVITIES PROHIBITED WITHIN SUCH AREAS, BUYER IS ADVISED TO REVIEW THE WETLANDS DECLARATION AND CONTACT THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL'S OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT AT (843) 953-0200.

16. **Regulatory And Governmental Approvals.** The zoning, plans, etc. have been approved by Charleston County. For more information on the approvals required and pending in the Community, Buyer should contact the Charleston County Zoning & Planning Department at (843) 202-7200.

17. **Prices/Market Values.** Seller, and any other builder in the Community, shall have the unilateral right to establish prices for the homes it builds in the Community. Seller and any other builder in the Community may, at its sole discretion, increase or decrease the price or the price per square foot for any home, homesite or option at any time, or offer incentives for sales of homesites and homes, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Property, the prices for any subsequent changes or upgrades to the Home as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Property or options in the Home will be increased or decreased for other buyers of identical or similar homes or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the Property, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Property. The Property is being sold for residential purposes and not as an investment.

18. **Construction And Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE COMMUNITY MAY BE UNDER CONSTRUCTION AND DEVELOPMENT FOR AN EXTENDED TIME.

INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Community will likely occur after Buyer has taken occupancy of Buyer's Home. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model homes and sales offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Community, particularly before the Community is completely built out. Neither Seller nor any other builder that may be active in the Community can guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Community. Seller gives no guarantees or assurances on the active time of the Community model homes. Homesites across the street or next to the model homes may remain undeveloped until Seller determines that these homesites are no longer needed for marketing purposes.

19. **Views.** Future development and construction activities in the Community can and will modify the view from homesites (including but not limited to the Homesite). Trees and other foliage may be added or removed from lots or common areas of the Community. Additional housing and other improvements will be added within the community. Because future development and construction activities in the Community will modify views from homesites, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Property.

20. **Streetlights.** Numerous streetlights will be installed within the Community, many of which will be installed after homes have been completed, sold and occupied. Streetlights are sized and placed in accordance with Town ordinances and governmental requirements, and could in some instances generate light in or obstruct views from homes in the Community. Information about streetlight size, light output, design and location of streetlights within the Community can be obtained from the service provider.

21. **Trees And Foliage.** The Community contains numerous native trees of various sizes and varieties. While Seller has taken steps during the planning and construction of the Community to save trees, future development and construction will require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Community or Buyer's Homesite, and cannot be responsible for short or long-term damages to foliage due to construction or development activities. Seller makes no representation or warranty that trees on the Homesite being purchased or any other homesite or common area in the Community will not be removed. All care and maintenance of foliage on an individual homesite is the responsibility of the homeowner, and Seller does not guarantee or warranty the survival of any foliage. The Town of Mount Pleasant has adopted a Tree Ordinance regulating the removal of any tree over a certain size. Before removing a tree, Buyer should contact the Town to ensure that its regulations are adhered to.

22. **Facilities And Conditions Affecting Homesites.**

22.1 The information set forth in this section contains an overview of facilities and conditions which may affect some or all homesites in the Community (including but not limited to the Homesite). Because Seller does not have control over development outside of the Community, Seller does not warrant or guarantee any future development, usage, or lack of development or usage for properties located outside of the Community, or their possible impact on the residents of the Community. For additional information about offsite features that may affect the purchase of the Property, please contact the local governmental authorities having jurisdiction over the Community.

22.2 Seller advises Buyer that some of the homesites (including but not limited to the Homesite) are or may be adjacent to or near some of the following:

DRAINAGE CHANNEL, AIRPORT, RAILROAD TRACKS, STORM WATER DETENTION FACILITY, COMMUNITY CENTER, ELEVATED WATER STORAGE TOWER, SCHOOL FACILITY, PARK SCHOOL SITE, SPORTS FACILITY OR BALL FIELD, COMMUNITY LAKES, PARK AND/OR RECREATION FACILITY, WATER PLANT/SEWER PLANT, LIFT STATION, CELLULAR PHONE, RADIO, TELEVISION OR OTHER TOWER ANTENNA SITE, HIGH VOLTAGE TRANSMISSION LINES OR PIPELINE EASEMENT.

Buyer acknowledges that such facilities may impact noise, vibration, lighting, traffic and other conditions caused by daily operations of the facility. Drainage channels, lakes and storm water detention facilities will have varying levels of water for varying periods of time depending upon rainfall.

22.3 Some of the homesites (including, but not limited, to the Homesite) are or may be encumbered by private utility drainage easements, private drainage easements, public utility drainage easements, public utility sewer easements, public utility easements, landscaping easements, sign easements, sight easements, and/or similar common area or utility easements. Any structures or vegetation located within such easement areas (including patios, decks, fences, playground equipment, sheds, bushes, trees, grass, and landscaping) may be disturbed and/or removed by the owner of such easement if removal is necessary to access or maintain the easement area or maintain, repair, reconstruct, or remove the easement owner's facilities within the easement. Buyer will be solely responsible, at its own cost, for replacing, reinstalling, rebuilding, or restoring any of Buyer's improvements within the easement area affected by the work of the easement owner. Notwithstanding the foregoing, Buyer may not make any changes to the slope or grade within an easement area that would impair or alter drainage patterns within the easement.

22.4 **Interior Common Wall Disclosure.** The Home may be constructed with one or more common walls between adjacent homes. This area has an air space with additional drywall and insulation installed, which is intended to reduce sound transmission. Buyer agrees and understands that due to the close

proximity of the adjacent units, noise(s) can and will travel from one home to the other and that Buyer may hear the noises from adjacent units. Buyer acknowledges that Seller makes no assurances or representations as to the frequency of noises or what types of noises may be heard. Buyer acknowledges further that Seller is not responsible for any noise that Buyer may hear and that Seller has no control over the types of noise, frequency of noise, or at what times during the day or night noises may be heard.

22.5 Wando High School is located at 1000 Warrior Way, Mount Pleasant, SC 29466, approximately 3 miles from the Community. The presence of schools can cause increased noise, outdoor lighting, traffic and other conditions caused by daily operations of the facility while in session or use.

22.6 Approximately three miles north of the Community is the Mount Pleasant Regional Airport. Some flights landing at or taking off from the airport currently pass over the Community. Jets, helicopters or other aircraft may be seen or heard overhead from the Homesite or even from within the Home. The Town of Mount Pleasant may, in the future, expand the Airport and its operations.

22.7 There are high voltage transmission lines located along Highway 17. If Buyer has questions about safety, or anything to do with the transmission lines, please call South Carolina Electric & Gas Company (SCE&G) at 1 (800) 251-7234.

22.8 As a result of the open spaces and bodies of water in and around the Community, Buyer may periodically find wild animals within the confines of the Community including, but not limited to, skunks, armadillos, nutria, opossums, deer, raccoons, spiders, snakes, bees, fire ants, alligators and other reptiles and other insects common to the area. Contact with any wild animal can be dangerous. Should Buyer encounter any such animal, Buyer is encouraged to contact Buyer's local animal control office for further instructions.

22.9 Property West of the Community. The property west of the Community is currently comprised of townhomes, single-family residential homes, and commercial and retail properties.

22.10 Property North of the Community. The property north of the Community is currently comprised of jurisdictional wetlands, undeveloped vacant land, undeveloped woodlands, single-family residential homes, and commercial and retail properties. There is also a tract of land north of the Community currently owned by South Carolina Electric & Gas Company (SCE&G), which contains power lines, power poles, transformers, and other electrical equipment.

22.11 Property East of the Community. The property east of the Community is currently comprised of undeveloped vacant land, undeveloped woodlands, townhomes, and single-family residential homes.

22.12 Property South of the Community. The property south of the Community is currently comprised of undeveloped woodlands and single-family residential homes.

22.13 Development of Adjacent Property. Buyer acknowledges that Seller's current development plans for the Community where the Home and Homesite are located may change and that no representations or warranties are made concerning the development of the Community, or any property adjacent to, surrounding, or near such Community.

22.14 Major Public Roads. The Community is located along portions of Highway 17. This road may experience heavy traffic, especially during the warm season, as major routes to and from Interstate 526.

23. **Floor and Roof Truss Support.** The Home has been designed and constructed to support typical residential loads on the floor and roof trusses. Applying excessive force to the floor or roof trusses or placing, attaching, hanging, or storing excessive loads on the floor or roof trusses, including, but not limited to, a waterbed, exercise equipment (including weights), and oversized aquariums, may result in the warping or failure of the floor, sub-floor, roof, and/or other supporting structural components of the Home.

24. **Real Estate Taxes.** When a new home is built, the full value of the home is typically not reflected in the real estate taxes until the second calendar year after construction has been completed. Seller is not responsible for communicating any information regarding real estate taxes (current or future) and cannot and will not predict what the taxes on the Home may be. Buyer should confirm any information provided concerning appraisals, tax valuation, tax rates or other tax-related questions, with Buyer's personal tax advisor and the local taxing authorities.

25. **Public Financing of Capital Improvements.** The Town of Mount Pleasant and/or Charleston County may finance certain capital improvements in the Community, may issue bonds in connection with such financing and may create one or more special tax districts within the Community to provide for repayment of such bonds.

26. **Town and County Taxes, Charges And Fees.** Property within the Community is subject to Town of Mount Pleasant and/or Charleston County taxes, utility charges, fees and may become part of a special taxing district. For additional information, contact the Treasurer's Office of Charleston County at (843) 958-4360.

27. **Addendum Not A Substitute.** Buyer acknowledges and agrees that this Addendum is not a substitute for reading the entire Governing Documents. For a more detailed explanation of any section contained in this Addendum, refer to the Governing Documents.

28. **Land Use and Title Documents.** Each Buyer by acceptance of the Deed acknowledges the Property is subject to certain title and land use documents and all amendments thereto, which may include, among other items, documents affecting title to the Property recorded in the Public Records of Charleston County and unrecorded land

use documents and/or regulations (collectively, the "**Title Documents**"). Seller's plan to build homes in the Community may necessitate, from time to time the, further amendment, modification and/or termination of the Title Documents. SELLER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS.

29. **Pre-Sale Contingency.** Seller shall have the right to terminate this Agreement and cause Buyer's deposits to be refunded in the event that Seller does not enter into binding contracts to sell at least ten percent (10%) of the homes and homesites in the Community. Seller must, however, notify Buyer of such a termination at any time within one hundred eighty (180) days following the date of the first purchase agreement for the sale of a home in the Community, otherwise Seller will be required to construct the Community and the Home and otherwise proceed to perform its obligations under this Agreement. This shall not delay the effectiveness of this Agreement, which shall be immediate, but rather, shall be deemed a "condition subsequent" to this Agreement. In the event of Seller's termination of this Agreement pursuant to this Section, upon such termination and the return of Buyer's Deposit, Seller and Buyer will be fully relieved and released from all obligations and liabilities under and in connection with this Agreement. Seller agrees to use its good faith efforts to meet the foregoing pre-sale requirement.

30. **Statements Made By Sales Staff And Brokers.** Seller wants to ensure that Seller and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Home) are set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation or understanding is put in writing and contained in the Agreement. Seller reserves the right to reject the Agreement notwithstanding the inclusion of any such item in the Agreement.**

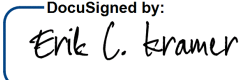
31. **Public School Assignment.** Seller does not control and cannot guarantee public school assignments for the Community. Because Seller does not control public school assignments, Seller cannot assure Buyer that public school assignments will not be changed in the future. For more information about public school assignments, Buyer should contact the Charleston County School Board.

32. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

33. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

34. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to such matters, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

35. **Survival.** All of the terms of this Addendum shall survive Closing and the delivery of the Deed.

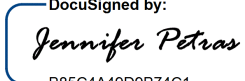
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Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
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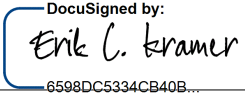
SELLER: Lennar Carolinas, LLC

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015

HOME AUTOMATION ADDENDUM

THIS HOME AUTOMATION ADDENDUM (this "**Addendum**") is, by this reference, made part of the Purchase and Sale Agreement (the "**Agreement**") dated as of the Second day of May , 2015, between Erik C. Kramer (collectively, "**Buyer**") and Seller, as defined in the Agreement, respecting Lot 0058 of Block _____ of Royal Palms Subdivision/Plat in the community known as Royal Palms (the "**Community**").

- 1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
- 2. **Nexia Home Intelligence.** The Property will be equipped with Schlage locks and Nexia Home Intelligence (formerly known as Schlage LiNK) which uses Z-Wave® technology in a secure, web-based system that allows remote monitoring and control of Z-Wave® enabled equipment. There is a monthly fee for remote access capabilities and there must be a wireless router and internet access. Nexia has agreed to provide months of free monitoring commencing at
- 3. **Nexia Home Intelligence Performance.** Buyer will receive a warranty from the manufacturer. Seller assumes no liability for either the performance of Schlage locks or Nexia Home Intelligence or the performance or availability of remote access.
- 4. **Contact Authorization.** By signing below, Buyer authorizes Nexia to contact Buyer to assist Buyer in explaining, setting up and operating the system, as well as, optional equipment that can be added to the system.
- 5. **Manufacturers' Warranty Disclaimer.** SELLER ASSIGNS AND PASSES THROUGH TO BUYER THE MANUFACTURERS' WARRANTIES FROM SCHLAGE/NEXIA AND SELLER MAKES NO WARRANTIES WITH RESPECT THERETO. SELLER DISCLAIMS ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, ON SCHLAGE LOCKS OR NEXIA HOME INTELLIGENCE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF USE, FITNESS OF USE, WORKMANSHIP OR QUALITY. SELLER SHALL NOT BE LIABLE FOR ANY DAMAGES OR INJURY TO THE SCHLAGE/NEXIA SYSTEM OR FOR ANY DAMAGES OR INJURY CAUSED BY SCHLAGE/NEXIA SYSTEM. SELLER'S DISCLAIMER OF MANUFACTURERS' WARRANTIES DOES NOT LIMIT OR OTHERWISE AFFECT THE WARRANTY OF ANY MANUFACTURER.
- 6. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
- 7. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
- 8. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

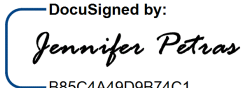
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Buyer - Erik C. Kramer
Date 5/2/2015

Buyer -
Date

Buyer -
Date

Buyer -
Date

SELLER: Lennar Carolinas, LLC

DocuSigned by:

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Authorized Agent of Seller - Jennifer Petras
Date 5/11/2015