

Position Statement of Tim Traynor

On August 20th, I was summarily removed from my position as a member of the Board of Directors by a vote of the other Directors. This removal was done without any notice to me or the membership and was done in an executive session which is typically a highly confidential proceeding. In fact, conducting such action in a closed executive session, directly violates corporate governance guidelines by improperly concealing both the motion and the votes from the membership.

To say I was blindsided by this action is an understatement. I was never given an opportunity to defend myself or state my position. It has taken me several weeks to fully comprehend what transpired, the motivations behind the removal, and the illegality of the Board's action. Many of you were shocked and outraged by the Board's action and flagrant violation of our Bylaws, and in fact 589 of you signed a petition demanding I be reinstated. The Board has never responded to your petition but instead has attempted to discredit me by launching a vigorous campaign against me in a steady drip, drip, drip of misinformation and slanderous statements implicating me in engaging in egregious conduct.

On September 14, 2026, six households submitted a formal Notice of Claim in accordance with Section 14.5.1 of the Declaration of Covenants, Conditions and Restrictions ("Declaration")¹ governing our community. This provision was directed to the Property Manager and the Association (herein Respondents). The Notice of Claim concerned the Board's lack of authority to remove me from the Board. Please see attached Notice of Claim. The proposed remedy demanded my immediate reinstatement and stated the Claimants are

¹14.5.1. Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the Notice), stating plainly and concisely: (a) the nature of the Claim, including the Persons involved and Respondents role in the Claim; (b) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (c) Claimant's proposed remedy; and (d) that Claimant will meet with Respondent to discuss good faith ways to resolve the Claim. 14.5.2. Negotiation and Mediation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation. If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent agency providing dispute resolution services in the Charleston, South Carolina, metropolitan area. 14.5.3. Waiver. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

committed to meeting with the Board to discuss good faith ways to resolve the claim. Pursuant to the Declaration if the Parties had not resolved the claim through good faith negotiation, then the Claimants have an additional 30 days to submit the Claim to Mediation. Submitting the Claim to Mediation is imperative or the Claimants are deemed to have waived their Claims.

After refusing the certified letter on September 26th, the Property Manager was served by hand delivery on September 29, 2026. The Registered Agent of the Association was served by certified mail on September 25, 2026. Accordingly, Respondents' deadline to negotiate in good faith to resolve the issue expires at the very latest on October 29th, Respondents have not made any attempts to negotiate at all.

I have not publicly spoken about this matter until now. Nevertheless, late last month, I received a written demand from Derek Dean, the HOA attorney, to "cease and desist with [my] misinformation campaign lest [the Board] be forced to notify the membership regarding the incident that led to [my] removal from the board." Mr. Dean went on to invite me to make public the details surrounding the allegations thereby waiving any purported confidentiality of the executive session surrounding the removal. See attached email dated September 22 from Derek Dean to me.

There are two issues that I want to address here. The first is whether the Board had the legal authority to remove me, and the second is whether the alleged misconduct was a pretext for my removal.

The Board had no legal authority to remove me by a vote of the directors.

To remove a director that has been elected by the membership, our Bylaws and state law² require that the removal be by a vote of the membership. The Board failed to follow its own Bylaws and state law, so it's my position that my removal was illegal.

Specifically, and as set forth in the Notice of Claim, the Board obtains its authority to act through Section 4.1 of our Bylaws:

The Board of Directors shall have the authority to make all decisions and undertake all actions on behalf of the Association ***that are authorized by applicable law, the Declaration or these Bylaws.*** (emphasis added)

Regarding removal of a Board Member, Section 4.8 states:

² Section 33-31-808 of the South Carolina Non-Profit Corporation Act provides that if a director is elected by a class of persons, the director may be removed **only** by the members of that class.

Any director may be removed at any time for or without cause, ***by proper action of the Person(s) having the right to designate or elect Directors at the time of removal.*** (emphasis added)

Because the members elected me, only the members can remove me. Notably, in all the communications disseminated by the Board and its attorney to date, no one has addressed the fundamental and primary issue of whether the Board had the authority to remove me in the way they did pursuant to our Bylaws. They have been on notice that their action was improper and illegal for weeks but have remained silent.

To correct this, the Board should call a special meeting of the membership, a motion should be made to remove me, with a second, followed by debate and discussion where I am allowed to present my side, and then there should be a vote of the community. If a majority of the members decide they no longer want me to serve as a director, then I will completely respect that decision.

The alleged misconduct was a pretext for my removal.

As most of you know, during my service on the Board and four years of leadership with FS Community Voices' Infrastructure Assessment Team³, I applied decades of experience in construction, contract negotiation, design, and management of more than 15 million square feet of property to protect our community's interests. My work focused on **accountability**: controlling costs, identifying construction defects, protecting natural resources, and pressing developers and contractors to meet their obligations. I have been diligent, persistent and results oriented all in service of our community. My communication style is professional and direct. At times, we (the Voices) had to go toe-to-toe with KHOV. When KHOV failed to meet its obligations, the County stepped in and required them to take corrective action, resulting in construction delays and higher costs to KHOV. I have attached a list of what I believe are my top 10 accomplishments.

The defamatory allegations of misconduct.

According to public statements published by the Board, I am alleged to have committed the following acts:

“Over an extended period, a series of incidents occurred involving communication and or other conduct unbecoming of a corporate officer. These actions directly

³ FS Community Voices is a volunteer group of concerned residents who are working to ensure a fair and equitable transition of the common properties from the builder to resident ownership. We study current financials, the state of the physical assets and the capital reserves that are in place.

exposed the corporation to legal liability and potential litigation.” *September 16, 2026 Board’s Official Statement Regarding Removal of a Board Member*

“The former Board member was removed from the Board ***following incidents of inappropriate behavior, culminating in a particular, reported incident involving inappropriate conduct toward a contractor that was hired by the Board on behalf of the membership.*** The contractor reported that they felt the interaction with the former Board member was ***highly inappropriate, offensive and unacceptable in a professional workplace setting.*** The incident was witnessed and subsequently corroborated, and the Board determined that the conduct was inconsistent with the standards of conduct expected of a member of the Board and warranted removal.” *October 9, 2026 Board Clarification Statement*

“My personal decision to vote affirmatively was based on ***a reported pattern of disrespectful, unnecessarily aggressive and toxic harassing behavior,*** some of which I was personally aware of and/or witnessed. All of which ***created a very hostile work environment....*** The recent announcements regarding Mr Traynor's removal were deliberately vague to protect the anonymity of the victims. ***Mr Traynor has obviously benefited from the inability to disclose the exact nature of his offenses.***” *Personal Statement of Homeowner/Board Member Lena Prisco published by the Board on October 14, 2026*

So the Board, which has been deliberately vague, now claims that I have somehow benefited from my inability to disclose the exact nature of the alleged offenses. If anything, the opposite is true. These steady and escalating official public statements have only caused people to believe that I must have engaged in seriously egregious conduct of a sexual nature. It’s time to set the record straight. Each of the following events and statements are documented by audio recordings or written emails.

An in-person meeting was held on Monday, August 17 at 10 am to discuss outstanding issues regarding the contractor’s performance under its contract with the HOA. Krista Dorris of Associa, myself, Lena Prisco and two employees of our landscaping contractor were present. Prior to the August 17 meeting, there was a series of emails over a period of weeks between me, Lena and [redacted] regarding outstanding landscaping issues and multiple complaints Lena and I received from homeowners. We asked for this meeting to get clarification and hopefully resolution on these issues. On the Friday before the meeting, there was an email chain in which [redacted] appeared to take offense to my repeated requests for information objecting to “the recent volume and nature of the emails” she received. She asked for a more structured approach and indicated that was the reason we have monthly meetings. She stated that my multiple questions were excessive.

The August 17th meeting lasted over an hour and a lot was accomplished. It is my practice to use an AI note taker app during meetings to make sure I know what transpired and what the action items will be. Thus, I have an AI generated transcription of the meeting. Towards the end of the meeting, I asked [redacted] to consider modifying her statements implying that my repeated requests for information were somehow unprofessional. Specifically, here is what I asked in the presence of Lena and Krista Dorris:

Speaker 4 (Tim Traynor)

And you, you get your questions answered right away. [referring to Krista Dorris] So I'm not going to ask you for your questions because you're the boss. I really would like you [referring to [redacted]]. I would really like you to reconsider that. And I don't know how the entire board got on that chain. I don't know who made that conscious decision to do it, but not that they already don't like me. Let's start off with that. They would love to see me leave. I just don't need that kind of comments about the unprofessionalism I'm not unprofessional. I'm going to ask questions, they're going to come direct. I think now you understand the problem with written word is you can interpret it, especially if you got a hard on for me, you can interpret it any way you want to.⁴ The point is that that stands as part of my packet. Somehow I'm unprofessional. They don't like my tone, they don't like, think I'm unprofessional. And I'm wounded by that, to be honest with you, because I thought we had a nice working relationship. So it's a little bit strained. It might take me a little while to recover, but I'd like you to rethink, go back and read my questions, especially in light of what I said and if you've feel compelled to write now to the entire board as well, that you now understand where I was coming from, you don't necessarily have to restrain or withdraw that comment, but it leads a sour taste. And I'm a funny guy. I'm real sensitive. My wife says I'm very sensitive. But that also makes me good at what I do. In the end, I want you to succeed. I want her to succeed [referring to Krista Dorris]. I don't have to worry about her [Krista Dorris]. She's already a success. Our job here in, we represent our community. We get all kinds of knucklehead stuff that stop dropped on our lap and most of the time we can manage it and we'll just say, I'm not sure that's. Or keep the high ground, stop screaming at people at the front desk because right away you're out, you're lost. So that's who we are. And I have better understanding of that. I still like, I will work with Jonathan, but if I write to you and you say give me till Monday, which is what the email said, and

Speaker 3 (Lena)

you decide copies you when he reaches out to John.

Speaker 2 [redacted]

⁴ My inference here is that the board members and the community manager have a strong dislike for me.

Absolutely.

Speaker 4 (Tim)

So, so, so what you can do is you can just say, Tim, this is too much. I can't answer that. Have been fine. And. And then go on vacation or whatever happened after that. Just go and have a good time. All right, thanks.

Speaker 2 [redacted]

Perfect.

Speaker 1 (Krista)

Thanks, guys.

Speaker 2 [redacted]

Thank you.

The above highlighted portion is the sole reason⁵ shared with me for my dismissal from the Board. I acknowledge the comment was inartful on my part. I could have chosen better words. However, the statement “someone has a hard-on for you” carries two completely different meanings depending on the context: it either means someone is intensely attracted to you or someone is aggressively targeting or critical of you. Obviously, here, the latter is the context. I wasn’t even referring to [redacted], but I was referring to me being a target of the Board’s animosity.

Based on the cordial ending to our meeting, you can imagine my surprise to learn that my use of this inartful, common idiom somehow exposed the Association to legal liability and potential litigation. I believe the Board, particularly the KHOV representatives, were motivated to remove me because of my accomplishments for the community which in many cases were against KHOV’s financial interests and may have exposed certain weaknesses in the overall management of our community. The statements by the Board that my conduct was a pattern are unspecified and simply false.

⁵ The Association’s attorney wrote the following to me on September 22, 2026: “I have been provided with formal documentation from the vendor that you accosted confirming that you directed a comment at her specifically regarding her “having a hard on for him.” This vendor confirmed that she found the comment highly inappropriate, offensive, inappropriate in a professional workplace setting and of a sexual nature. This interaction and other similar incidents were the **sole reason** for your removal from the board and yet you seem incapable of admitting same to your supporters.

Conclusion.

As your representative, I accepted the responsibility of asking difficult questions, scrutinizing decisions, and pressing for accountability. That work sometimes challenged KHOV's financial interests and raised concerns about the effectiveness of our community's management. I believe those efforts influenced the Board's decision to remove me, particularly the position taken by the KHOV representatives.

One question now requires the Board's answer: Will it honor our Bylaws and leave to you, the Members who elected me, the decision whether I should continue representing your interests?

At issue is mutual trust, grounded in a shared commitment to our Bylaws. Those rules must govern the Board and the membership alike—not be applied selectively to serve those in control. If the Board expects residents to respect its authority, it must respect the rules that define and constrain that authority. Selective application undermines fairness and confidence in the Board's decisions.

Fairness also requires more than presenting the Board's allegations against me as settled facts. You deserve a balanced account and a meaningful opportunity to hear and weigh my response before making your judgment. Representing you has been an honor and a sacred trust: to insist that equity and fairness guide every Board decision. If restored, I will bring the same experience, determination, and dedication to serving you—seeking common ground, rebuilding trust, and achieving lasting improvements without compromising my responsibility to you.

The decision should rest with you—not be made for you. It should be up to you, the Members with full knowledge of the facts, to decide whether my conduct merits removal from the board.

Notice of Claim: Unauthorized Removal of Resident-Elected Director

Date: September 14, 2026

To: Property Manager, K. Hovnanian's Four Seasons at Lakes of Cane Bay Association

From: Homeowners Cynthia Rice and Crispian Hotson, John Battaglia, Anne Gueffier, John Lisee, Lynne and Andy Kramer, Alex Flores

Subject: Formal Notice of Claim Pursuant to Section 14.5.1 of the Declaration

Dear Property Manager,

Please accept this correspondence as a formal Notice of Claim, submitted in accordance with Section 14.5.1 of the Declaration of Covenants, Conditions, and Restrictions for K. Hovnanian's Four Seasons at Lakes of Cane Bay. We are submitting this written concern directly to management in compliance with the Association's Civil Conduct Resolution.

This claim concerns the recent removal of Tim Traynor from the Board of Directors on August 20, 2026.

Nature of the Claim

We believe the Declarant-controlled Board of Directors has executed an unauthorized removal of a resident-elected director. We believe this action exceeds the Board's authority and violates both the Association's governing documents and South Carolina state law.

Legal Basis of the Claim

We believe the removal of this director is invalid based on the following specific authorities:

- **Bylaws Section 4.8:** The Bylaws mandate that any Director may be removed "by proper action of the Person(s) having the right to designate or elect Directors at the time of removal." Because this director was elected by the residents (Owners other than Declarant), the Declarant-controlled Board strictly lacks the authority to remove him, with or without cause.
- **SC Code 33-31-808 (a) and (e):** South Carolina law dictates that a director elected by members may only be removed by the members, and such removal must occur at a meeting specifically called for that purpose.
- **SC Code 33-31-808 (i) Restriction on "For Cause" Removal:** If the Board justified this removal based on a recently adopted policy or code—such as the Civil Conduct Resolution adopted on June 8, 2026—such an action explicitly violates SC Code 33-

31-808(i). The Board may only remove a member-elected director for failing to meet qualifications if those specific qualifications were set forth in the bylaws at the beginning of that director's term.

Proposed Remedy

We formally request the immediate reinstatement of Tim Traynor to his duly elected position on the Board of Directors.

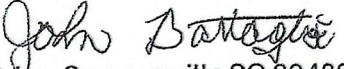
Commitment to Resolve the Claim

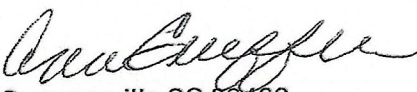
In accordance with Section 14.5.1 of the Declaration, we are committed to meeting with the appropriate representatives of the Board of Directors to discuss good faith ways to resolve this claim. We respectfully request that a meeting be scheduled within the next thirty (30) days so that we may confer and resolve this matter without the need to escalate to formal mediation.

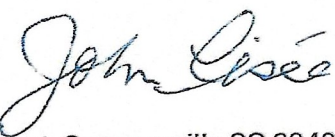
We look forward to your prompt response to coordinate a time to meet.

Sincerely,

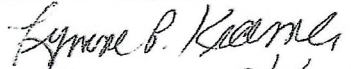
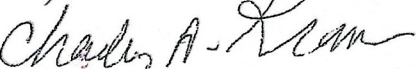
 
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Four Seasons at Lakes of Cane Bay HOA

15 messages

Derek F. Dean <dfdean@charlestonattorneys.net>
To: "ttraynor.usa@gmail.com" <ttraynor.usa@gmail.com>

Tue, Sep 22, 2026 at 5:07 PM

Mr. Traynor:

This firm represents Four Season at Lakes of Cane Bay HOA.

As you know, the board removed you from your position based upon conduct unbecoming of a board member and because your actions exposed the Association to legal liability.

Specifically, there have been allegations against you of sexual harassment which have been verified by third party witnesses.

It appears in your many communications to the membership that you have not been forthcoming about the reason for your removal. In fact, you have been actively and knowingly misleading the membership to promote dissension and division in the community.

The Association has received many e-mails from other owners demanding transparency regarding the reason for your removal.

I have been provided with formal documentation from the vendor that you accosted confirming that you directed a comment at her specifically regarding her "having a hard on for him."

This vendor confirmed that she found the comment highly inappropriate, offensive, inappropriate in a professional workplace setting and of a sexual nature.

This interaction and other similar incidents were the sole reason for your removal from the board and yet you seem incapable of admitting same to your supporters.

The board demands that you cease and desist with your misinformation campaign lest it be forced to notify the membership regarding the incident that led to your removal from the board.

Per an e-mail from your ardent supporter Jan Golebowski, the homeowners are "asking for transparency, accountability and clear answers." When do you intend to provide same?

Regards,

Derek F. Dean

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Top 10 Accomplishments in Support of Four Seasons at Lakes of Cane Bay

1. Protected wooded views adjoining 234 acres.
Worked with seven homeowners to press KHOV for protection of wooded views along Tupelo Lake Road, Seaside Trail, Four Seasons Blvd, and Marina Shores. Those 234 acres are now protected by a permanent conservation easement against future development.
2. Secured approximately \$400,000 in savings through competitive bidding.
Pressed for additional bids and alternatives rather than accepting existing contracts or initial recommendations. This work included landscaping, insurance coverage, lighting systems, and lounge-chair replacement.
3. Negotiated an eight-point Memorandum of Understanding with the master developer.
Negotiated community protections that included a commitment to a second entrance and restrictions directing construction traffic to specified areas in KHOV Phases 9 and 10.
4. Restored and defended resident access to the 300-acre lake.
Helped reopen the lake to residents and intervened when KHOV subsequently restricted access.
5. Led four years of infrastructure assessment through Voices.
Led the Infrastructure Assessment Team in identifying and documenting numerous examples of defective or nonconforming construction. Challenged the use of community funds to address problems potentially attributable to KHOV's construction obligations.
6. Held KHOV accountable for required tree replacements.
Pressed KHOV to pay for tree replacements in Phases 6, 7, and 8. Berkeley County's enforcement resulted in a six-figure settlement benefiting the HOA.
7. Pressed for erosion-control enforcement and developer responsibility.
Documented and challenged repeated failures to maintain required erosion-control measures and best management practices. Continued pressing for clearly defined, competitively bid shoreline weed-control and stormwater-siltation work, with costs attributable to KHOV's failures assigned to KHOV rather than homeowners.
8. Advanced stronger contracting and preventive-maintenance practices.
Developed a proactive maintenance schedule to replace a reactive approach. Pressed for a written Scope of Work for each Request for Proposal and three qualified bids for contracted work, giving the Board a sounder basis for comparing price, quality, and contractor obligations.
9. Challenged inadequate road-repair recommendations.
Pressed for geotechnical review of Waves Place rather than proceeding with the proposed crack-filling treatment. That review could establish whether original

construction failures contributed to the damage and whether KHOV should bear the repair costs.

10. Pursued enforcement to protect wildlife and residents' quality of life.

Worked with the U.S. Fish and Wildlife Service to seek accountability for the destruction of two eagle nests on land adjacent to the lake. Also intervened to stop construction before Berkeley County's permitted 7 a.m. start time.