Four Seasons Community Voices (FSCV) appreciates your thoughtful comments and questions regarding the decision to pursue our legal rights as specified in our CCRs. We look forward to constructive dialogue, pertinent questions, and reasoned observations.

We have four updates to share:

- The Demand for Mediation delivered per CCR requirements. (see attachment)
- FSCV Legitimacy
- Legal Expenses and Special Assessments
- FSCV Transparency

1. **Demand for Mediation**
   Please read the Demand for Mediation (attached herein) drafted by legal counsel at Lubin Pham + Caplin LLP, which was delivered via FedEx, email, and hand-delivered to Krista Dorris on November 23, 2026. It provides a thorough summary of the issue, explains why Tim Traynor's removal from the Board of Directors is in dispute, and notes that mediation is mandatory for all disputes.

   2. Legitimacy of FSCV and the Right to Pursue Mediation
   Review Section 14 of our CCRs ("Dispute Resolution and Limitation on Litigation," page 52). They state that ***any Owner*** must follow Section 14. In this instance, Tim Traynor is the Owner exercising this right, backed by over 500 owners and financially supported by approximately 70 homeowners and who believe this claim and demand for mediation is imperative. FSCV has never claimed to represent our HOA or a majority of homeowners.

   3. Potential Legal Expenses and Special Assessments
   The homeowners pursuing mediation are exercising their rights to seek clarification regarding the Board's compliance with our governing documents and South Carolina law. Because this group is not an authorized legal entity, members are independently funding the legal expenses; we are not asking the Association or other homeowners to pay for our efforts.

In the event mediation is unsuccessful or KHOV refuses to participate, and the claimant chooses to pursue litigation, the suit will likely seek a court order requiring KHOV to pay the HOA's costs of litigation.

While the Declarant or Association may choose to retain legal counsel, incurring legal expenses does not automatically mean those costs can be passed to all homeowners through a Special Assessment. Any assessment must be authorized by our governing documents and South Carolina law.

We should not assume a Special Assessment will occur, nor should that possibility prevent homeowners from exercising their rights. Our objective is not to create additional costs or division, but to resolve governance questions constructively before this or any other matter detrimental to our community becomes more impactful and contentious. ***All homeowners benefit from an Association that operates transparently and respects its members' rights. We hope others will encourage our BOD to engage in mediation rather than suggest we remain silent and allow our rights to be usurped.***

4. Addressing FSCV Transparency

FSCV recognizes transparency as a legitimate concern and is actively working to improve communications. Going forward, you will receive more regular updates from this working group. We recommend using the "Contact Us" form on the FSCV website to request additional information or share feedback.

Thank you for taking the time to understand these issues and FSCV's work to protect all owners' rights under the CCRs and the law.

The Demand for Mediation letter follows.

****

Lubin Pham + Caplin LLP

www.lubinphamcaplin.com
170 Meeting St., Suite 110 - #0716
Charleston, SC 29401

(843) 217-6040
zbieber@lubinphamcaplin.com

November 20, 2026

DEMAND FOR MEDIATION

Via Overnight Mail

K. Hovnanian's Four Seasons at Lakes of Cane Bay Association
C/O Associa Carolinas
ATTN: Krista Dorris, Community Manager
322 Four Seasons Blvd.
Summerville SC 29486

With a copy to:

Corporation Service Company,
Registered Agent for K. Hovnanian's Four Seasons at Lakes of Cane Bay LLC
100 Coastal Drive, Suite 210
Charleston, SC 29492

Re: 10017 — Tim Traynor

343 Fish Creek Court, Summerville, SC 29486
Demand for Mediation Pursuant to Section 14.5 of the Covenants, Conditions, and Restrictions for K. Hovnanian's Four Seasons at Lakes of Cane Bay Association

Dear Members of the Board,

This firm represents Tim Traynor, owner of 343 Fish Creek Court, Summerville, SC 29486. We write in regards to the improper removal of our client from the Board of Directors of K. Hovnanian's Four Seasons at Lakes of Cane Bay Association (the "HOA").

Our client was removed from his position on the HOA Board of Directors in direct violation of the communities governing documents. As such, our client and the Claimant homeowners who filed the Notice now demand mediation of the parties pursuant to Section 14 of the HOA's Declaration of Covenants, Conditions and Restrictions (the "CC&Rs").

Factual Background

On August 20th, 2026, our client was removed from his position as a member of the Board of Directors by a vote of the other members of the Board. This removal was done in violation of the community's governing documents, specifically section 4.8 of the HOA Bylaws.

Section 4.8 states, "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 (see Sections 4.2.1 and 4.2.2, above)." Section 4.2.2 states that "the Owners other than Declarant shall have the right to elect two (2) individuals to the Board of Directors.." Since it was the members of the HOA who elected our client and not the Board, only the members of the HOA have the power to remove our client.

On September 14, 2026, six households submitted a formal Notice of Claim (the "Notice") in accordance with Section 14.5.1 of the CC&Rs governing the community. This Notice was directed to the Association's Property Manager and the Registered Agent of K. Hovnanian's Four Seasons at Lakes of Cane Bay LLC. The Notice concerned the Board's lack of authority to remove our client from the Board. The proposed remedy demanded our client's immediate reinstatement or a commitment to meeting with the Board to discuss good faith ways to resolve the claim.

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. Two attempts were made to negotiate a settlement before the end of the 30 day period and both failed.

Demand for Mediation

Section 14 of the CC&R's, "Dispute Resolution and Limitation on Litigation," specifically lays out the process the Board and all members must follow "to encourage the amicable resolution of disputes involving the Properties, without the emotional and financial costs of litigation."

Even more specifically, Section 14.5 identifies **Mandatory** Dispute Resolution Procedures. The first step in this process is a notice requirement which requires the party with a claim (“Claimant”) to submit in writing a notice to the other party (“Respondent”). The notice must plainly and concisely state: the claim’s legal basis, the proposed remedy, and that the Claimant will meet with the Respondent to discuss good faith ways to resolve the Claim. Notice was properly served on September 29, 2026.

Section 14.5.2, “Negotiation and Mediation,” further explains the process. It states:

> “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.”

Because the properly submitted claim was not resolved within the thirty day period under Section 14.5.2, our client, on behalf of the Claimant homeowners who filed the Notice, now demands the claim be submitted to mediation.

If the Association does not comply in full by that deadline, we are authorized to file suit in the Berkeley County Court of Common Pleas without further notice. We will seek immediate injunctive relief.

Preservation of Evidence

The Association, its Board, and its management company must preserve all documents and electronically stored information concerning the Property and Mr. Traynor's communications with all former and current employees. This includes emails, text messages, meeting minutes, work orders / maintenance files, and communications with other owners. Destruction of this material after receipt of this letter may result in sanctions.

Reservation of Rights

This letter is not a complete statement of the facts or of Mr. Traynor’s claims. Nothing in it waives any right or remedy, all of which are expressly reserved.

We would prefer to resolve this without litigation. That choice now rests with the Association.

s/ Zach Bieber
Zach Bieber