

ISSUE #1

May 14, 2026

Pastor Ross Chellis
Summerville Methodist Church
Summerville, South Carolina

cc: *Summerville Methodist Church Leadership Team*

AGREEMENT BETWEEN SUMMERVILLE METHODIST CHURCH AND
NEWINGTON PLANTATION ESTATES HOA

This agreement is made on May 14, 2026, between Summerville Methodist Church (the “Church”) and Newington Plantation Estates Homeowners Association (the “HOA”).

The Church owns two adjoining parcels of land in Summerville, South Carolina, identified as TMS #144-00-00-082 and TMS #145-00-00-006 (together, the “Property”), which the Church is developing as a single combined campus.

On March 15, 2026, the Church offered the HOA a right of first refusal on the Property in exchange for the HOA’s public support. The HOA accepted the next day. On May 13, 2026, Pastor Ross Chellis and Jillian Weatherford met with HOA President Larry Collett and Town Council Member Kima Garten, and the parties verbally expanded the agreement to include a permanent deed restriction on TMS #144-00-00-082. This document puts those commitments in writing so that the parties can move forward together at tonight’s Town Council meeting.

The Church and the HOA agree to the following:

- 1. Deed Restriction on TMS #144-00-00-082.** The Church will place a permanent deed restriction on TMS #144-00-00-082 prohibiting any multi-family residential development on that parcel, forever. This restriction will run with the land and will bind the Church and all future owners, regardless of any future sale or transfer.
- 2. Right of First Refusal on Both Parcels.** If the Church (or any future owner) ever decides to sell either TMS #144-00-00-082 or TMS #145-00-00-006, the HOA will be given the first opportunity to purchase. The Church will provide written notice to the HOA either before publicly listing the property or upon receiving an offer the Church intends to accept. The HOA will then have 45 days to respond in writing with its intent to purchase. The purchase price will match any bona fide third-party offer, or if no offer exists, will be the fair market value as determined by a mutually agreed appraiser. This right of first refusal is permanent and runs with the land.
- 3. Formal Documents Within 90 Days.** Within 90 days of the date of this agreement, the parties will work together in good faith to have the formal deed restriction and right-of-first-refusal documents drafted by an attorney, signed by the Church, and recorded with the Dorchester County Register of Deeds. The HOA will pay the reasonable costs of drafting and recording these documents.
- 4. What the HOA Agrees To.** In exchange for the commitments above, the HOA agrees not to publicly oppose the rezoning of TMS #144-00-00-082 to MF-R designation at tonight’s Summerville Town Council meeting on May 14, 2026.

MARKUP #1 ->

MARKUP #1 · FAIR HOUSING ACT (FHA) LIABILITY RISK

BOARD & COUNSEL REVIEW

Sec. N/A (p. 1): Right of First Refusal (ROFR) clause lacks mandatory exemptions for foreclosure, deeds in lieu of foreclosure, and FHA/GSE-insured mortgages.

Statutory / Legal Reference: Fannie Mae Selling Guide B4-2.1-03, Freddie Mac Guide Ch. 5701, & 24 C.F.R. § 203.43b (FHA / Agency Lending Guidelines)

Statutory Comparison: Under federal HUD/FHA regulations (24 C.F.R. §§ 203.41, 203.43b), VA regulations (38 C.F.R. § 36.4354), and Fannie Mae / Freddie Mac project eligibility standards, any Right of First Refusal in the governing documents renders the entire community non-warrantable for federal and conventional secondary-market mortgages unless it expressly exempts foreclosures, deeds-in-lieu of foreclosure, and mortgagee transfers, and complies with anti-discrimination mandates.

CURRENT WORDING IN DOCUMENT:

May 14, 2026 Pastor Ross Chellis Summerville Methodist Church Summerville, South Carolina cc: Summerville Methodist Church Leadership Team AGREEMENT BETWEEN SUMMERVILLE METHODIST CHURCH AND NEWINGTON PLANTATION ESTATES HOA This agreement is made on May 14, 2026, between Summerville Methodist Church (the "Church") and Newington Plantation Estates Homeowners Association (the "HOA"). The Church owns two adjoining parcels of land in Summerville, South Carolina, identified as TMS #144-00-00-082 and TMS #145-00-00-006 (together, the "Proper

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Any Right of First Refusal reserved herein shall not apply to or impair the rights of any institutional First Mortgagee, nor shall it apply to any transfer or conveyance by foreclosure, deed in lieu of foreclosure, or subsequent sale by a First Mortgagee, Fannie Mae, Freddie Mac, FHA/HUD, or VA, in compliance with 24 C.F.R. §§ 203.41, 203.43b, 38 C.F.R. § 36.4354, and Fannie Mae Selling Guide B4-2.1-03.