

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA**

In re:

Foxwood Hills Property Owners
Association, Inc.,

Debtor.

Case No. 20-02092-hb

Chapter 11

**SECOND AMENDMENT TO THE AMENDED AND RESTATED
CHAPTER 11 PLAN OF REORGANIZATION**

Foxwood Hills Property Owners Association, Inc., (the “**Association**”), the debtor-in-possession in this case, hereby amends the Amended and Restated Chapter 11 Plan of Reorganization it filed on May 3, 2021 [ECF 275], which it previously amended by the First Amendment to the Amended and Restated Chapter 11 Plan of Reorganization filed on June 4, 2021 [ECF 313], (as further amended herein, the “**Amended Plan**”)¹ to provide as follows:

1. Amended Plan Provisions for Total Environmental Solutions, Inc. (“TESI”), Class 3. TESI filed a claim in the amount of \$103,465.74 [Claim No. 1] for enhancement fees due on lots owned by the Association. TESI comprises **Class 3** of the Amended Plan. The Association contests the amount of the filed claim and its applicability to the Association. The Association and TESI have reached agreement regarding the provisions for TESI’s claim and the rights between them. Class 3 is **impaired**. In full and final resolution of TESI’s claim, and as modification of the rights between the Association and TESI, the Amended Plan provisions for Class 3 (TESI) are as follows:

- a. TESI’s claim shall be deemed allowed in the amount of \$60,000.00.
- b. The Association will set-off \$26,694.00 in costs it incurred in repairing roads damaged by TESI in performing its services (*e.g.*, repair of broken pipes), resulting in a net balance of \$33,306.00 to be paid by the Association to TESI.
- c. The Association will pay the \$33,306.00 to TESI in two installments: the Association will pay TESI \$16,653.00 on the Effective Date of the Amended Plan, and the Association will pay TESI \$16,653.00 within ninety (90) days after the Effective Date of the Amended Plan. These payments will be in full and final satisfaction of TESI’s claim against the Association.

¹ Hereafter, in regard to confirmation proceedings on the Amended Plan, the First Amendment to the Amended and Restated Chapter 11 Plan of Reorganization will be referred to as the “**First Plan Amendment**” and this Second Amendment to the Amended and Restated Chapter 11 Plan of Reorganization will be referred to as the “**Second Plan Amendment**.”

d. TESI will not charge enhancement fees for any lots owned by the Association, whether now owned or hereafter acquired by the Association, and the Association will have no liability for payment of enhancement fees, for periods after the commencement of the Association's Chapter 11 case on May 8, 2020.

e. The Association's set-off of the \$26,694.00 in road repair costs incurred will be in full and final satisfaction of the costs it claims for reimbursement through the date of the filing of this Second Plan Amendment.

f. Henceforth, TESI will make road repairs for necessary disruptions attributable to necessary repairs it makes to the water and sewer system, but such repairs may not be completed until weather and soil conditions are such that the repair can be made in a safe manner that will result in a stable and permanent repair. Within four (4) months from the disruption or damage resulting from TESI work on the water and sewer system, TESI will (i) undertake repairs, or (ii) provide the Association with full information on the scope of the repair work required, the timetable for completing the repair work, and an explanation of why the repair work cannot be completed (or why it is not beneficial to complete the repair work) within the four month period.

g. All other provisions of any existing agreements between TESI and the Association for the providing of water and sewer service to the Association lots if they are ever sold, *e.g.*, standard connection and service fees for the new owner to commence service to the lot, remain unchanged.

These amendments shall be effective immediately upon the filing of this document.

RESPECTFULLY submitted.

/s/ Julio E. Mendoza, Jr.

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Columbia, South Carolina

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