

RECEIVED

Oct 20 2021

SC Court of Appeals

STATE OF SOUTH CAROLINA
The South Carolina Court of Appeals

APPEAL FROM GREENVILLE COUNTY
The Honorable Letitia H. Verdin, Judge of Circuit Court

Appellate Case No. 2021-000511

Raymond A. Wedlake, as a Member of Woodington Homeowners'
Association, Inc. and on behalf of all other similarly situated members
of Woodington Homeowners' Association, Inc.,.....Appellant,

v.

Board of Directors of Woodington Homeowners' Association, Inc.,
comprised of Mona Craigo, Edward Decker, and Sandra LaCroix;
McCabe, Trotter, & Beverly, P.C.; and State Farm Fire and Casualty Company,.....Respondents.

RECORD ON APPEAL - VOLUME II

James P. Walsh (SC Bar # 15177)
Michael J. Murphy (SC Bar # 103084)
1164A Woodruff Rd. (29607)
PO Box 6728
Greenville, SC 29606
Tel: (864) 232-4400
jwalsh@clarksonwalsh.com
mmurphy@clarksonwalsh.com
**Attorney for Respondents Board of Directors
of Woodington Homeowners' Association,
Inc., comprised of Mona Craigo, Edward
Decker, and Sandra LaCroix**

Nicholas A. Farr (SC Bar # 78769)
Gallivan, White & Boyd, P.A.
P.O. Box 10589
Greenville, SC 29603
Tel: (864) 271-5347
nfarr@gwblawfirm.com
**Attorney for Respondent State Farm Fire and
Casualty Company**

Raymond A. Wedlake
703 Creekview Drive
Greenville, SC 29607
Tel: (864) 254-9262
wedlakera@mail.com
Appellant (Pro Se)

Stephanie Trotter Kellahan (SC Bar # 77680)
McCabe Trotter & Beverly, PC
4500 Fort Jackson Blvd., Suite 250
Columbia, SC 29209
Tel: (803) 724-5000
Fax: (803) 724-5001
stephanie.kellahan@mccabetrotter.com
**Attorney for Respondent McCabe, Trotter, &
Beverly, P.C.**

INDEX

VOLUME I

Orders

Order Denying Motion to Dismiss, and in the Alternative Motion to Strike or for a More Definite Statement, 2017-CP-23-06301, 01/23/18, Robin B. Stilwell [Attachment IB.12, pp. 95 - 97 of “IBOA - Part 4 of 4”]	1
Order of Judge Simmons dated May 29, 2018	4
Order [denying Respondents’ motion to dismiss], 2018-001209, 11/08/19, CJ for the Court, [Exhibit 20, p. 39 of “IBOA - Part 3 of 4”]	15
Order of Judge Edward Miller Granting Summary Judgment, Case 2019-CP-23-01501, dated March 13,2020	16
Order Granting Defendants’ Motion to Dismiss, 2020-CV-23-10201384, 12/28/20, Laura M. Saunders, Magistrate [Exhibit NOA.2]	27
Court of Appeals decision for Case No. 2018-001209 filed April 7 , 2021	37
Order Form 4 [affirming dismissal of Appellant’s case in whole], 2020-CP-23-05996, 05/10/21, Letitia H. Verdin, Judge [Figure BOA.1]	43

Pleadings

Plaintiff's Complaint in Case 2017-CP-23-06301	46
Plaintiff's Complaint in Case 2019-CP-23-01501 with Exhibits	63
Plaintiff's Complaint	136
Plaintiff's Amended Complaint	189
McCabe Trotter & Beverly, P.C.'s Answer dated August 24, 2020	203

Motions, Memoranda

Motion to Dismiss by Defendants Benjamin Acord, William Craigo, Denis Esteve, and Brian James, and Alternatively to Strike for a More Definite Statement, 2017-CP-23-06301, 11/06/2017 (Attachment IB.11, pp. 89 - 94 of “IBOA - Part 4 of 4”).....	205
Respondents’ Motion to Dismiss and Supporting Memorandum, 2018-001209, 08/06/19,	

(Exhibit 19, pp. 21 - 27 of “IBOA - Part 3 of 4”).....	211
Motion to Reconsider an Order Denying Plaintiffs’ Motion for ADR; or Alternately, Renewal of Motion for ADR, 2020-CV-23-10201384 (Attachment IB.14, pp. 163 - 164 of “IBOA - Part 4 of 4”).....	218
McCabe Trotter & Beverly, P.C.'s Motion to Dismiss dated August 24, 2020	220
Plaintiff's Memorandum in Support of ADR dated September 21, 2020	227
Motion for a Continuance to Postpone a 11/24/2020 Scheduled Hearing to Allow Discovery, 2020-CV-23-10201384 (Attachment IB.5, pp. 143 - 146 of “IBOA - Part 3 of 4”).....	233
Memorandum in Opposition to Defendant McCabe Trotter & Beverly, PC’s Motion to Dismiss, 2020-CV-23-10201384, (Attachment IB.2, pp. 80 - 95 of “IBOA - Part 3 of 4”).....	237
Memorandum in Opposition to Defendants’ Board of Directors ... Motion to Dismiss Plaintiff’s Complaint, 2020-CV-23-10201384, (Attachment IB.7, pp. 7 - 25 of “IBOA - Part 4 of 4”)	253
Memorandum in Opposition to State Farm Fire and Casualty Company’s Notice of Motion and Motion to Dismiss, 2020-CV-23-10201384 (Attachment IB.8, pp. 53 - 62 of “IBOA - Part 4 of 4”)	272
Memorandum in Opposition to Defendant’s Proposed Order, 2020-CV-23-10201384 (Attachment IB.9, pp. 66 - 76 of “IBOA - Part 4 of 4”)	282
Memorandum in Opposition to Defendants’ Motion for Summary Judgment, 2019-CP-23-01501 (Exhibit 9, pp. 83 - 90 of “IBOA - Part 2 of 4”)	293
Memorandum in Opposition to Motion for Award of Costs and Fees and Subsequent Dismissal of Counterclaims”, 2019-CP-23-00269, (Exhibit 1, pp. 92 - 106 of “IBOA - Part 2 of 4”)	301

Transcripts

Transcript of Record, 2020-CP_23-01501, 02/27/20 (Exhibit OP.4.3, pp. 33 - 47 of “IBOA - Part 4 of 4”).....	316
Official Transcript of Record – Hearing of 11/24/20, 2020-CV-23-10201384, (Attachment IB.13, pp. 98 - 162 of “IBOA - Part 4 of 4”)	331
Transcript of Record, 2020-CP-23-05996, 04/22/21 (Figure BOA.3).....	396

Exhibits, Attachments, and Figures

Appellant's Attachments, Exhibits, and Figures as attached to Initial Brief of Appellant
(IBOA, to Circuit Court)

Attachment IB.1 – Case 2020-CV-23-10201384, “Summons”, (p. 26 of “IBOA - Part 1 of 4”)	136
Attachment IB.1 – “Complaint” (pp. 27-29 of “IBOA - Part 1 of 4”).....	137
Attachment IB.1 – “Supplement to Complaint” (pp. 29 - 76 of “IBOA - Part 1 of 4”) & Verification of Complaint (pp. 1 - 2 of “IBOA - Part 2 of 4”)	139
Attachment IB.2 - see “Motions, Memoranda” section	237
Attachment IB.3 – “First Amended Complaint Addendum to Complaint plus Supplement”, 2020-CV-23-10201384 (pp. 96 - 108 of “IBOA - Part 3 of 4”)	190
Attachment IB.4 – “Request for Written Orders with Service to Plaintiff”, 2020-CV-23-10201384, Wedlake to Saunders, (pp. 139 - 140 of “IBOA - Part 3 of 4”).....	408
Attachment IB.5 – see “Motions, Memoranda” section	233
Attachment IB.6 – Discovery [was] not Allowed ..., “Request for Production of Documents from Defendant State Farm Fire and Casualty Company”, 2020-CV-23-10201384, (pp. 3 - 6 of “IBOA - Part 4 of 4”)	410
Attachment IB.7 - see “Motions, Memoranda” section	253
Attachment IB.8 - see “Motions, Memoranda” section	272
Attachment IB.9 - see “Motions, Memoranda” section	282
Attachment IB.10 – “Notice of Civil Appeal”, [to Circuit Court], 2020-CP-23-05996 (p. 88 of “IBOA - Part 4 of 4”)	414
Attachment IB.11 – see “Motions, Memoranda” section	205
Attachment IB.12 – see “Order” section.....	1
Attachment IB.13 – see “Transcripts” section	331
Attachment IB.14 – see “Motions, Memoranda” section	218

VOLUME II

Exhibit 1 – “Invoice as of 7/13/2018” from McCabe, Trotter & Beverly, P.C. to WHOA (pp. 14 - 44 of “IBOA - Part 2 of 4”).....	415

Exhibit 2 – “Covenants BOOK 1373 PAGE 912”, (pp. 45 - 51 of “IBOA - Part 1 of 4”).....	446
Exhibit 3 – “By-Laws of Woodington Homeowners Association, Inc., Revision 3 15 August 2012”, pp. 52 - 64 of “IBOA - Part 2 of 4”).....	453
Exhibit 4 – “Stipulation of Issues for Trial”, 2017-CP-23-06301, (pp. 65 - 66 of “IBOA - Part 2 of 4”).....	466
Exhibit 5 – “Ballot #2”, due by Friday, November 9 th , (p. 67 of “IBOA - Part 2 of 4”)	468
Exhibit 6 – Opinion of Alan Wilson, Attorney General to The Hon. Mike Sottile, January 3, 2017, (pp. 68 - 76 of “IBOA - Part 2 of 4”)	469
Exhibit 7 – Opinion of Alan Wilson, Attorney General to The Hon. Stephen L. Goldfinch, Jr., August 5, 2016, (pp. 77 - 81 of “IBOA - Part 2 of 4”).....	478
Exhibit 8 – “Declaration and Petition for Incorporation”, August 27, 1993, (p. 82 of “IBOA - Part 2 of 4”)	483
Exhibit 9 - see “Motions, Memoranda” section.....	293
Exhibit 1 - see “Motions, Memoranda” section.....	301
Exhibit 2 – “Meeting Minutes December 6, 2018”, (pp. 107 - 108 of “IBOA - Part 2 of 4”).....	484
Exhibit 3 – ““Board of Directors” as a Legitimate Party to a Judicial Action is a Proven Fact’, (pp. 109 - 111 of “IBOA - Part 2 of 4”).....	486
Exhibit 6 – “WHOA Can Not, and Does Not, Qualify for Requisite Tax Exemptions”, (pp. 112 - 114 of “IBOA - Part 2 of 4”).....	489
Exhibit 10- “Meeting Minutes December 6, 2018”, (pp. 115 - 116 of “IBOA - Part 2 of 4”).....	492
Exhibit 11- “Notice of Dues”, WHOA to Homeowners, March 13, 2020 (pp. 1 - 2 of “IBOA - Part 3 of 4”).....	494
Exhibit 12 – ““Board of Directors” as a Legitimate Party to a Judicial Action is a Proven Fact’, (pp. 3 - 5 of “IBOA - Part 3 of 4”).....	496
Exhibit 13 – “Ballot #1”, due by Friday, November 9 th , (p. 6 of “IBOA - Part 3 of 4”)	499
Exhibit 14 – “Ballot #3”, due by Friday, November 9 th , (p. 7 of “IBOA - Part 3 of 4”)	500

Exhibit 15 – “Demand for Board to CEASE AND DESIST from paying McCabe” (pp. 8 - 9 of “IBOA - Part 3 of 4”).....	501
Exhibit 16 – “Please Comply with the Law – Indemnification Requirements”, (pp. 10 - 12 of “IBOA - Part 3 of 4”).....	503
Exhibit 17 – “Affidavit of Christopher Edwards”, 2019-CP-23-01501, (pp. 13 - 17 of “IBOA - Part 3 of 4”).....	506
Exhibit 18 – “Publication 557 Tax-Exempt Status for Your Organization”, Department of the Treasury, Internal Revenue Service, Feb 06, 2020, (pp. 18 - 20 of “IBOA - Part 3 of 4”).....	511
Exhibit 19 – see “Motions, Memoranda” section	211
Exhibit A – “Affidavit of Brian James”, 2018-001209, (pp. 28 - 29 of “IBOA - Part 3 of 4”).....	514
Exhibit B – “Affidavit of William Craigo”, 2018-001209, (pp. 30 - 31 of “IBOA - Part 3 of 4”).....	516
Exhibit C – “Affidavit of Denis Esteve”, 2018-001209, (pp. 32 - 33 of “IBOA - Part 3 of 4”).....	518
Exhibit D – “Affidavit of Benjamin Acord”, 2018-001209, (pp. 34 - 35 of “IBOA - Part 3 of 4”).....	520
Exhibit 20 – see “Order” section	15
Exhibit 21 – “Budget for Year 2020”, proposal handed out at 2020-Annual Meeting, (p. 40 of “IBOA - Part 3 of 4”)	522
Exhibit 22 – “Model Code of Ethics for Community Association Board Member”, Community Associations Institute, (p. 41 of “IBOA - Part 3 of 4”)	523
Exhibit 23 – “RE: Please Agree to Avoid More Legal Fees”, Wedlake to Board, 8 Feb 2020, (pp. 42 - 43 of “IBOA - Part 3 of 4”).....	524
Exhibit 24 – “Your Fees ; 2019-CP-23-00269”, Wedlake to Board, 28 Feb 2020, (p. 44 of “IBOA - Part 3 of 4”)	526
Exhibit 25 – “Please Provide Special Meeting Information”, Wedlake to Board, 29 Feb 2020, (p. 45 of “IBOA - Part 3 of 4”)	527
Exhibit 26 – “Your Fees ; 2019-CP-23-00269”, Wedlake to Board, 1 Mar 2020, (p. 46 of “IBOA - Part 3 of 4”)	528

Exhibit 27 – “Mediation – First Requirement is Negotiation”, Wedlake to O’Brian, 9 March 2020, (p. 47 of “IBOA - Part 3 of 4”).....	529
Exhibit 28 – “Fw: Duties of Homwowners Association Directors”, Wedlake to Board, 18 Mar 2020, (p. 48 of “IBOA - Part 3 of 4”)	530
Exhibit 29 – “RE: Mediation – First Requirement is Negotiation”, Wedlake to O’Brian, March 23, 2020, (pp. 49 - 50 of “IBOA - Part 3 of 4”)	531
Exhibit 30 – “RE: Need to Meet”, Wedlake to Board, 1 Apr 2020, (p. 51 of “IBOA - Part 3 of 4”).....	533
Exhibit 31 – “RE: Need to Meet:, Wedlake to Board, 8 Apr 2020, (p. 52 of “IBOA - Part 3 of 4”).....	534
Exhibit 32 – “Payment for Dues of \$200 is Enclosed”, Wedlake to Board, April 15, 2020, (p. 53 of “IBOA - Part 3 of 4”).....	535
Exhibit 33 – “Board Has Not Answered Questions, nor Taken Requested Actions”, Wedlake to Board, April 17, 2020, (pp. 54 - 55 of “IBOA - Part 3 of 4”)	536
Exhibit 34 – “By-Laws Revisions and Amendments - Invalid”, Wedlake to Board, April 24, 2020, (pp. 56 - 57 of “IBOA - Part 3 of 4”)	538
Exhibit 35 – “Question to Board ? Transparency Position Statement ?”, Wedlake to Board, 1 May 2020, (p. 58 of “IBOA - Part 3 of 4”)	540
Exhibit 36 – “RE: Response to April 17, 2020 & April 24, 2020 Documents to WHOA”, Wedlake to Board, May 1, 2020, (pp. 59 - 61 of “IBOA - Part 3 of 4”)	541
Exhibit 37 – “Request for Information Relative to Legal Fees”, Wedlake to Board, May 10, 2020, (pp. 62 - 63 of “IBOA - Part 3 of 4”)	544
Exhibit 38 – “Thank You, but Your Reply Is Deficient; ...”, Wedlake to Board, May 17, 2020, (pp. 64 - 66 of “IBOA - Part 3 of 4”)	546
Exhibit 39 – “Please Disclose Your Authorization for Appeal-Legal Fees - ...” Wedlake to Board, May 18 2020, (p. 67 of “IBOA - Part 3 of 4”)	549
Exhibit 40 – “RE: Woodington Letter 091816 ...”, Wedlake to Tinsley@amgworld.com, 18 Sep 2016, (p. 68 of “IBOA - Part 3 of 4”)	550
Exhibit 41 – “RE: Notice of Invalid Vote Proposal By Association Member”, Oates to WHOA Members, Sep 20, 2016, (pp. 69 - 70 of “IBOA - Part 3 of 4”)	551
Exhibit 42 – “RE: Notice of Invalid Vote Proposal By Association Member”, Wedlake to WHOA Members, Sep 25, 2016, (pp. 71 - 72 of “IBOA - Part 3 of 4”)	553

Exhibit 43 – “Mediation Settlement Agreement and Release” and “Stipulation of Dismissal”, 2818-CP-23-03758, June 11, 2019, (pp. 73 - 75 of “IBOA - Part 3 of 4”)	555
Exhibit 44 – “Please Apologize for, and Retract, Your Letter of September 20, 2016”, Wedlake to J. Ryan Oates, Esq., Sep 9, 2019, (pp. 76 - 77 of “IBOA - Part 3 of 4”)	558
Exhibit 45 – “Agree to Binding Mediation ? ...”, Wedlake to D. Ryan McCabe, Esq., Nov 26, 2019, (p. 78 of “IBOA - Part 3 of 4”)	560
Exhibit 46 – “Lawyer’s Oath”, Columbia, South Carolina, October 22, 2003, (p. 79 of “IBOA - Part 3 of 4”)	561
Exhibit A – “Alleged Breach of Contract by Sate Farm Enabling Legal Malpractice”, Wedlake to Michael L. Tipsord, Esq, CEO State Farm, Aug 10, 2020 (pp. 109-110 of “IBOA - Part 3 of 4”)	562
Exhibit B – “State Farm Insurance Claims – Improper Claim Filed, Please Correct Your Records”, Wedlake to State Farm Claims and Distribution List, Oct 1, 2018, (pp. 111-112 of “IBOA - Part 3 of 4”)	564
Exhibit C – “State Farm has not duty to provide any coverage”, Wedlake to State Farm Claims and Amy Rowe, May 10, 2019, (pp. 113-114 of “IBOA - Part 3 of 4”)	566
Exhibit D – “CMP-4814 Directors and Officers Liability”, (pp. 115-117 of “IBOA - Part 3 of 4”)	568
Exhibit E – “List of Members Attending Annual Meeting”, Wedlake to Board, 31 Jan 2020, (p. 118 of “IBOA - Part 3 of 4”)	571
Exhibit F – “Proposed Settlement to Avoid More Legal Fees”, Wedlake to Board, 2 Feb 2020, (pp. 119 - 121 of “IBOA - Part 3 of 4”)	572
Exhibit G – “RE: Please Agree to Avoid More Legal Fees”, Wedlake to Board, 8 Feb 2020, (pp. 122 - 123 of “IBOA - Part 3 of 4”)	575
Exhibit H – “RE: Please Agree to Avoid More Legal Fees”, Wedlake to Board, 10 Feb 2020, (p. 124 of “IBOA - Part 3 of 4”)	577
Exhibit I – “RE: Courtesy Copy of Recent Filing”, Wedlake to Board, 14 Feb 2020, (p. 125 of “IBOA - Part 3 of 4”)	578
Exhibit J – “RE: Mediation – First Requirement is Negotiation”, Wedlake to O’Brian,	

4 Jun 2020, (p. 126 of “IBOA - Part 3 of 4”)	579
Exhibit K – “Sign to Remove from 7 Woodington Drive”, Wedlake to Architectural Committee, 09 March 2020, (p. 127 of “IBOA - Part 3 of 4”)	580
Exhibit L – “Governing Documents / Need for a By-Laws Review Committee”, Wedlake to Board, July 29, 2020, (p. 128 of “IBOA - Part 3 of 4”)	581
Exhibit M – Calls for Board action have been ignored; “Your Latest, but Insufficient Response ...”, Wedlake to Board, August 10, 2020, (pp. 129 - 133 of “IBOA - Part 3 of 4”)	582
Exhibit N – “Please Remove a Sign from a Board Member’s Lot”, Wedlake to Board, 21 Aug 2020, (p. 134 of “IBOA - Part 3 of 4”)	587
Exhibit O – “Your [Board] Replies Do Not Reflect a Best Interest for ... (WHOA)”, Wedlake to Board, August 29, 2020, (pp. 135 - 136 of “IBOA - Part 3 of 4”)	588
Exhibit P – “Appeal Dismissal DENIED – Legal Fees – Please Attempt to Mitigate Damages per Your Fiduciary Duty to ... (WHOA)”, Wedlake to Board, Sep 24, 2020, (p. 137 of “IBOA - Part 3 of 4”)	590
Exhibit Q – “Many Attempts to Mitigate Damages Were Proposed but Were Ignored by the Board ...”, Wedlake to Board, Sep 25, 2020, (p. 138 of “IBOA - Part 3 of 4”)	591
Exhibit 1 – “Magistrate Summons”, 2020-CV-23-10201384, Dean Ford, Judge to Wedlake, September 29, 2020 (pp. 141 - 142 of “IBOA - Part 3 of 4”)	592
Exhibit MC.2 – “Plaintiff’s Requests for Admissions from McCabe, Trotter & Beverly, P.C. 2020-CV-23-10201384, October 30, 2020 (pp. 149 - 150 of “IBOA - Part 3 of 4”)	594
Exhibit MC.1 – “Plaintiff’s Requests for Admissions for the Board of Directors”, 2020-CV-23-10201384, October 30, 2020 (pp. 147 - 148 of “IBOA - Part 3 of 4”)	596
Exhibit MC.3 – “Plaintiff’s Requests for Admissions from State Farm Fire and Casualty Company”, 2020-CV-23-10201384, October 30, 2020 (pp. 1 - 2 of “IBOA - Part 4 of 4”)	598
Exhibit OP.1 – “Proof of all requirements for jurisdiction (excerpts from Complaint)” (p. 26 of “IBOA - Part 4 of 4”)	600
Exhibit OP.2 – ‘Preamble which begins the “Declaration of Covenants, Conditions,	

and Restrictions for Woodington Subdivision” (Covenants) (excerpted from “Supplement to Complaint”)', (p. 27 of “IBOA - Part 4 of 4”)	601
Exhibit OP.3 – ‘Valid-applicable sections from SC Code of Laws, from the “South Carolina Nonprofit Corporation Act of 1994” (NPCA) (excerpted from “Supplement to Complaint”)', (pp. 28 - 29 of “IBOA - Part 4 of 4”)	602
Exhibit OP.4.1 – Appellant Objected to the Proposed Order, but was not Given Time to Respond, “RE: Proposed Order for 2019-CP-23-01501 – Summary Judgment”, Wedlake to Judge Miller (pp. 30 - 31 of “IBOA - Part 4 of 4”)	604
Exhibit OP.4.2 – “Content found in the Order was not stated by the Court during the Hearing” [2020-CP_23-01501, 02/27/20, Transcript excerpts] (p. 32 of “IBOA - Part 4 of 4”)	606
Exhibit OP.4.3 – see “Transcripts” section.....	316
Exhibit OP.4.4 – ‘Falsified content taken from the Order appears in “... Motion to Dismiss”’, (p. 48 of “IBOA - Part 4 of 4”)	607
Exhibit OP.5 – “Amicable Agreement, May 2016”, Board to Wedlake, (p. 49 of “IBOA - Part 4 of 4”)	608
Exhibit OP.6 – ‘The only potentially-related claim found in the “Causes of Action” section ...’, (p. 50 of “IBOA - Part 4 of 4”)	609
Exhibit OP.7 – “Plaintiff’s points are fully substantiated by case precedents” (p. 51 of “IBOA - Part 4 of 4”)	610
Exhibit OP.8 – ‘The “... Motion to Dismiss” argument that Collateral Estoppel applies in 2020-CV-23-10201384 is not supported by evidence, facts, nor by case precedents’, (p. 52 of “IBOA - Part 4 of 4”)	611
Exhibit D – “CMP-4814 Directors and Officers Liability”, (pp. 63-65 of “IBOA - Part 4 of 4”)	612
Exhibit OD.1 – “Stipulation of Issues for Trial 2017-CP-23-06301”, (pp. 77 – 79 of “IBOA - Part 4 of 4”)	615
Exhibit OD.2 – “Issues 2018-CP-23-03758”, THIS CASE NEVER CAME TO COURT - NO ISSUES WERE LITIGATED, (p. 80 of “IBOA - Part 4 of 4”)	618
Exhibit OD.3 – “Issues 2019-CP-23-00269”, PLAINTIFF HAS A LAWFUL RIGHT TO CORPORATE INFORMATION, (p. 81 of “IBOA - Part 4 of 4”)	619

Exhibit OD.4 – “Issues 2019-CP-23-01501”, MANY FACTS CITED SUPPORTING EVIDENCE; HOWEVER, ISSUES FOR LITIGATION WERE LIMITED TO ONLY THOSE ISSUES PURSUANT TO RELIEF THAT WAS SOUGHT, (p. 82 of “IBOA - Part 4 of 4”)	620
Exhibit OP.5 – “Amicable Agreement, May 2016”, Board to Wedlake, (p. 83 of “IBOA - Part 4 of 4”)	621
Exhibit OD.5 – “Issues 2020-CV-23-10201384”, Complaint, Supplement to Complaint, and First Amended Complaint; MANY FACTS CITED SUPPORTING EVIDENCE; HOWEVER, ISSUES FOR LITIGATION WERE LIMITED TO ONLY THOSE ISSUES PURSUANT TO CAUSES OF ACTION, AND RELIEF THAT WAS SOUGHT, (pp. 84 - 86 of “IBOA - Part 4 of 4”)	622
Exhibit OD.6 – “Statute Recognizes Third-Party Claims”, Section 38-59-20 ..., (p. 87 of “IBOA - Part 4 of 4”)	625
Figure 1 – “Six Member Statements Denying Defendants as Proxy, November 9, 2018 Ballots” (pp. 3 - 9 of “IBOA - Part 2 of 4”)	626
Figure 2 – “Request for Information - Please Act Showing Good Faith” (pp. 10 - 13 of “IBOA - Part 2 of 4”)	633
Figure 1 – “Counsel’s Letter to Judge”, O’Brian to Stilwell, 31 Oct 2019, (p. 91 of “IBOA - Part 2 of 4”)	637
Appellant's Exhibits as attached to Notice of Appeal [to Court of Appeals]	
Exhibit NOA.1 – see “Order” section [Figure BOA.1]	43
Exhibit NOA.2 – see “Order” section.....	27
Appellant's Figures as attached to Brief of Appellant (BOA)	
Figure BOA.1 - see “Orders” section	43
Figure BOA.2 - South Carolina Code of Laws Statute, Section 18-7-170	638
Figure BOA.3 - see “Transcripts” section	396
Figure BOA.4 - Role / duty / function of a Court of Law	639
Figure BOA.5 - “Initial Brief of Appellant” [to Circuit Court], 2020-CP-23-05996, 03/08/21, (pp. 1- 25 of “IBOA - Part 1 of 4”)	641
Figure BOA.6 - “Notice of Appeal” [to Court of Appeals],	

2021-000511, 05/17/21	666
Figure BOA.7 - “Notice of Transcript Receipt on July 9, 2021”, 2021-000511, 07/10/21	670
Figure BOA.8 – “Magistrate’s Return”, 2020-CP-23-05996, 02/02/21	671
 <u>Other Documents</u>	
Notice of Special Meeting to WHOA Residents dated July 27, 2018	683
Meeting Minutes of August 31, 2018	684
Notice of Special Meeting, Ballots, Indemnification and Bylaws Amendment sent to all WHOA Members, dated October 11, 2018	690
Meeting Minutes of October 30, 2018	709
Notice of Annual Meeting dated January 11, 2019	715
Meeting Minutes of January 24, 2019	718
Ballot of February 2001 - Election of Board Nominees/Bylaws Amendments.....	721
Proxy Special Neighborhood Meeting dated April 23, 2001.....	722
Correspondence from Raymond Wedlake to WHOA Members dated July 5, 2001;.....	724
Certificate of Appellate.....	725

EXHIBIT 1



McCABE, TROTTER & BEVERIA, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

Invoice as of 7/13/2018
Invoice no 69210

Woodington Homeowners' Association, Inc.
Chris Edwards
16 Southfield Dr.
Greenville, SC 29607

017402.00009: Raymond Wedlake v. Woodington Homeowners' Association, Inc., et al.

Professional	Hours	Rate	Amount
10/09/2017 E	1.20	175.00	210.00
10/12/2017 E	0.10	175.00	17.50
10/13/2017	0.40	175.00	70.00
10/16/2017	0.20	175.00	35.00
10/25/2017	0.30	175.00	52.50
10/27/2017	1.40	175.00	245.00

FILED ELECTRONICALLY FILED 2020 FEB 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP2301501



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

10/30/2017 BO	.20	175.00	1,085.00
10/31/2017 BO	0.10	175.00	17.50
11/01/2017 BO	0.50	175.00	87.50
11/02/2017 BO	2.40	175.00	420.00
11/03/2017 BO	4.60	175.00	805.00
11/05/2017 BO	2.10	175.00	367.50
11/06/2017 DP	0.50	125.00	62.50

McCamp, Trotter & Beverly, LLC
 COMMUNITY ASSOCIATION EAS CONSTRUCTION LAW

11/06/2017	EO	0.70	175.00	997.50
11/06/2017	JD	0.20	175.00	35.00
11/07/2017	EO	0.30	175.00	52.50
11/07/2017	RM	0.80	275.00	220.00
11/08/2017	EO	0.20	175.00	35.00
11/09/2017	DP	0.50	125.00	62.50

McCabe, Trotter & Beverly, PC
 COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

11/09/2017 EO	2.20	175.00	385.00
11/10/2017 DP	0.20	125.00	25.00
11/10/2017 EO	2.70	175.00	472.50
11/13/2017 EO	0.10	175.00	17.50
11/14/2017 EO	2.10	175.00	367.50
11/15/2017 VC	.10	125.00	137.50
11/16/2017 EO	2.70	175.00	472.50

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2301501



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

11/20/2017 EG	00	175.00	122.50
11/22/2017 EG	10	175.00	210.00
11/27/2017 EG	00	175.00	560.00
11/27/2017 JD	20	175.00	35.00
11/28/2017 DP	10	125.00	137.50

ELECTRONICALLY FILED 2020 Feb 17 2:59 PM GREENVILLE COMMON PLEAS - CASE#2019CI2301601



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

11/23/2017 EQ

4.10 175.00 717.50

11/29/2017 EQ

3.70 175.00 647.50

11/30/2017 EQ

0.50 175.00 87.50

12/01/2017 EQ

3.20 175.00 560.00

12/04/2017 DP

0.10 125.00 12.50



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

12/04/2017 B

6.80 175.00 1,190.00

12/05/2017 B

2.70 175.00 472.50



McClure, Thompson & Associates, PC
FIRM LAW

12/07/2017 E	5.40	175.00	945.00
12/08/2017 E	1.30	175.00	227.50
12/10/2017 EC	0.40	175.00	70.00
12/11/2017 DE	0.20	125.00	25.00



McGinnis, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

12/11/2017 EG

4.40 175.00 770.00

12/12/2017 EG

2.40 175.00 420.00



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

12/13/2017 BO

70 175.00 297.50

12/14/2017 BO

40 175.00 770.00

12/15/2017 BO

1.10 175.00 192.50

MCCABE, TROTTER & BEVERLY, PC
 COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

12/18/2017 EQ

7.10 175.00 1,242.50

12/19/2017 DP

0.30 125.00 37.50

12/19/2017 EQ

2.40 175.00 420.00

12/20/2017 DP

0.20 125.00 25.00

12/21/2017 EQ

0.40 175.00 70.00

12/22/2017 DP

0.10 125.00 12.50

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE COMMON PL EAS CASE#2018C01P2301501
 1



McCann, Trotter & Brinson, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

12/27/2017 EQ

90 175.00 332.50

12/28/2017 EQ

90 175.00 1,207.50

12/29/2017 EQ

60 175.00 1,330.00

12/30/2017 EQ

10 175.00 892.50

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2016CP230150

McCabe, Trotter & Beverly, PC
 COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

12/31/2017 EO	.10	175.00	192.50
01/01/2018 EO	.10	175.00	17.50
01/02/2018 DP	.10	125.00	12.50
01/02/2018 EG	.20	175.00	35.00
01/03/2018 EO	.10	175.00	892.50
01/04/2018 EO	2.30	175.00	402.50
01/05/2018 EG	0.20	175.00	35.00
01/06/2018 EG	1.20	175.00	210.00

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2018CP2301501



McCann, Gortner & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

01/10/2018 DP	30	125.00	37.50
01/10/2018 EO	80	175.00	140.00
01/11/2018 EO	20	175.00	35.00
01/11/2018 VC	50	125.00	62.50
01/13/2018 EO	50	175.00	87.50
01/15/2018 EO	20	175.00	35.00
01/16/2018 EO	0.40	175.00	70.00
01/17/2018 EO	7.40	175.00	1,295.00
01/18/2018 DP	30	125.00	37.50



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

01/18/2018 BO	2.20	175.00	385.00
01/19/2018 BO	0.40	175.00	70.00
01/22/2018 BO	1.80	175.00	315.00
01/23/2018 BO	0.40	175.00	70.00
01/24/2018 BO	0.20	175.00	35.00
01/26/2018 BO	0.60	175.00	105.00
01/30/2018 BO	0.40	175.00	70.00
01/31/2018 DP	0.20	125.00	25.00
01/31/2018 BO	0.20	175.00	35.00

ELECTRONICALLY FILED 2020 Feb 17 2:59 PM GREENVILLE - COMMON PLEAS - CASE#2019CP2301501



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

02/05/2018 BG	0.50	175.00	87.50
02/13/2018 BG	0.60	175.00	105.00
02/14/2018 BG	0.10	175.00	17.50
02/19/2018 BG	0.30	175.00	52.50
02/20/2018 DP	0.40	125.00	50.00
02/20/2018 BG	0.80	175.00	140.00
02/23/2018 BG	0.40	175.00	70.00



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

02/26/2018 EQ	0.10	175.00	17.50
02/27/2018 DP	0.20	125.00	25.00
02/27/2018 EQ	0.30	175.00	52.50
03/01/2018 EQ	0.10	175.00	17.50
03/02/2018 EQ	0.30	175.00	52.50



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

03/12/2018 EC

3.80 175.00 665.00

03/13/2018 EO

2.90 175.00 507.50

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CIP2301501



McCabe, Dropper & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

03/14/2018 EC	0.20	175.00	35.00
03/15/2018 EC	1.30	175.00	227.50
03/16/2018 EC	1.80	175.00	315.00
03/19/2018 EC	2.80	175.00	490.00
03/20/2018 EC	0.40	175.00	70.00



McCann, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSERVATION LAW

03/21/2018 BG

1.70 175.00 297.30

03/22/2018 BG

0.30 175.00 52.50

03/26/2018 BG

3.80 175.00 665.00



McCabe, Trotter & Beverly, P.C.
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

03/27/2018 BG	4.10	175.00	717.50
03/28/2018 BG	1.70	175.00	297.50
03/29/2018 DP	0.30	125.00	37.50
03/29/2018 BG	4.30	175.00	752.50

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP230150

MCCABE, TROTTER & BEVERLY, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

03/30/2018 E 0.90 175.00 157.50

04/02/2018 E 2.10 175.00 367.50

04/03/2018 EC 1.50 175.00 262.50

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP2307531



MCCABE, TROTTER & LIVELY, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

04/04/2018 DP

1.00 115.00 125.00

04/04/2018 ED

3.70 175.00 647.30



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

04/05/2018 BG

7.00 175.00 1,225.00

04/06/2018 BG

7.30 175.00 1,277.50

04/09/2018 BG

7.20 175.00 1,260.00

McCALL, TROTTER & BEVERLY, PC
 COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

04/10/2018	0.10	125.00	12.50
04/10/2018	9.10	175.00	1,597.50
04/10/2018	2.20	175.00	385.00
04/11/2018	0.10	125.00	12.50
04/11/2018	7.80	175.00	1,365.00
04/11/2018	0.30	175.00	52.50
04/12/2018	0.40	175.00	70.00
04/13/2018	0.20	125.00	25.00

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CIP2301501



McGinnis, Foster & Beverly, PC
COMMON PLEAS AND CONSTRUCTION LAW

04/13/2018 B	2.90	175.00	507.50
04/13/2018 JD	0.20	175.00	35.00
04/13/2018 EG	3.30	175.00	577.50
04/16/2018 EG	4.70	175.00	822.50

McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

04/17/2018 EO	8.30	175.00	1,452.50
04/18/2018 DP	.10	125.00	137.50
04/18/2018 EO	.80	175.00	1,540.00
04/19/2018 DP	2.20	125.00	275.00
04/19/2018 EG	8.60	175.00	1,505.00



McCabe, Trotter & Beverly, PC
COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

04/20/2018 EO	3.90	175.00	682.50
04/23/2018 DP	0.10	125.00	12.50
04/23/2018 EO	1.80	175.00	315.00
04/23/2018 JD	0.40	175.00	70.00
04/24/2018 DP	0.10	125.00	12.50
04/24/2018 EO	0.10	175.00	17.50
04/25/2018 EO	0.20	175.00	35.00
04/24/2018 EO	6.60	175.00	1,155.00
04/27/2018 EO	2.90	175.00	507.50
05/02/2018 EO	2.60	175.00	455.00
05/10/2018 EO	2.20	175.00	385.00

MCCABE, TROTTER & HEVERLY, P.C.
 COMMUNITY ASSOCIATION AND CONSTRUCTION LAW

05/11/2018 BO	0.10	175.00	17.50	
05/14/2018 BO	.90	175.00	857.50	
05/15/2018 BO	.80	175.00	840.00	
05/16/2018 DP	.30	125.00	37.50	
05/16/2018 BO	.10	175.00	17.50	
05/22/2018 BO	.80	175.00	319.00	
05/24/2018 DP	.10	125.00	12.50	
05/24/2018 BO	.50	175.00	87.50	
05/30/2018 BO	.60	175.00	105.00	
06/01/2018 JB	.50	125.00	62.50	
06/06/2018 BO	.30	175.00	52.50	
06/19/2018 DP	0.00	125.00	0.00	No Change

ELECTRONICALLY FILED - 2023 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP2301503

P.O. Box 212079
Columbia, South Carolina 29221
803-724-5000

04/12/2018	Travel to/from office for meeting/hearing/mediation.	1.00	127.53	127.53
04/18/2018	Witness Fee.	1.00	35.90	35.90
04/18/2018	Witness Fee.	1.00	36.12	36.12
04/18/2018	Witness Fee.	1.00	35.90	35.90
04/18/2018	Witness Fee.	1.00	36.12	36.12
04/19/2018	Witness Fee.	1.00	(36.12)	(36.12)
04/19/2018	Witness Fee.	1.00	(36.12)	(36.12)
04/27/2018		1.00	14.59	14.59
05/14/2018	Transcripts.	1.00	74.23	74.23
Sub-total Expenses:				<u>\$824.50</u>
Total Current Billing:				<u>\$93,684.50</u>
Previous Balance Due:				\$0.00
Total Payments:				<u>\$0.00</u>
Total Now Due:				<u>~~\$93,684.50~~</u>

Please remit payment in the amount listed above. The Total Now Due reflects the balance due after any available payments have been applied. Such payments include any cost retainer you've paid, any payments made by the property owner, and payments you've previously submitted. If you have any questions please contact Glenda Murphy at glenda.murphy@mccabetrottier.com or 803-724-5000. Thank you!

P.O. Box 212069
Columbia, South Carolina 29221
803-724-5000

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODINGTON SUBDIVISION AS SHOWN ON SURVEY ENTITLED WOODINGTON DATED APRIL 4, 1989, AND RECORDED IN THE P.M. OFFICE FOR GREENVILLE COUNTY, SOUTH CAROLINA, IN PLAT BOOK 17-E, AT PAGE 56

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made this 19th day of SEPTEMBER, 1989, by TANNER ROAD PROPERTIES, a South Carolina General Partnership, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, Declarant is the owner of that certain tract of land in the County of Greenville, State of South Carolina, which property is more particularly described as follows:

See Exhibit A attached.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictive covenants and conditions, which are hereby imposed against the property described above for the purpose of protecting the value and desirability of said property and to accomplish the systematic, uniform and harmonious development of said property into a subdivision; that the covenants, conditions and restrictions hereinafter set forth shall run with the real property described above and be binding upon all parties having any right, title to interest in the described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof until January 1, 2000 at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each unless, by vote of two-thirds of the then owners of the lots into which the property described above shall have been developed, the within covenants, conditions and restrictions are changed or amended, in whole or in part. In the event such vote shall take place, the vote shall be cast by the legal title holder of each individual

BOOK 1373 PAGE 913

lot, provided further, for each lot, there shall be only one vote in the event legal title thereto is held jointly or otherwise.

If the undersigned, its successors or assigns, or any owner of any lot, their heirs or assigns, should violate or attempt to violate any of the covenants, conditions and restrictions herein contained, it shall be lawful for any person or persons owning any of the real estate described above to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to either prevent his or them from so doing, or to recover damages for such violations, or, in the event of the failure to secure the necessary approval as set forth in Article IV hereof, to require the removal of any non-approved building or improvement, as appropriate.

Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force

and effect.

ARTICLE I: USES PERMITTED AND PROHIBITED

(1) All lots shall be used exclusively for residential purposes. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential structure not to exceed three stories in height, and a double garage attached or detached for private passenger automobile with door opening facing the front side or rear yard, unless otherwise approved by the architectural committee and which shall have been approved for qualification or workmanship and materials, harmony of external design with main structure and as to location with respect to topography and finished grade elevation.

(2) No tent, shack, garage, barn, storage building or other out-building shall be erected upon any lot without approval from the architectural committee and, if approved, it shall not be used as a residence either temporarily or permanently. No structure of a temporary nature shall be used as a residence and no house trailer, modular home or mobile home shall be placed on any lot either temporarily or permanently. Any boat, camping

BOOK 1373 PAGE 914

trailer, recreational vehicle and/or similar equipment used for the personal enjoyment of a resident of a lot shall at all times be neatly stored and positioned so as to be inconspicuous.

(3) No obnoxious or offensive activity shall be permitted anywhere on the property nor shall anything be done which may become an annoyance, nuisance or menace to the neighborhood. No lot or any part thereof shall be used for any business, commercial or public purpose and no commercial vehicle shall be parked in the subdivision, temporarily or permanently.

(4) No animals shall be kept, maintained or quartered on any lot or tract in this subdivision except that cats, dogs, rabbits, hamsters or caged birds may be kept in reasonable numbers as pets for the pleasure of lot owners so long as said animals do not constitute a nuisance or menace to the neighborhood.

(5) Tall shrubbery or hedges shall be trimmed to reasonable limits where traffic hazards may be created.

ARTICLE II: EASEMENTS

(1) In addition to other easements as are shown on the recorded subdivision plat, a five-foot easement and a ten-foot easement is reserved over and across all side and rear lot lines, respectively, for drainage, utility, cable television, gas, water, power, sewer and telephone installation and maintenance; provided that when more than one lot shall be used as a site for only one residence, the aforesaid five-foot easement and ten-foot easement shall apply only with respect to the exterior lines of such consolidated lot. Declarant specifically reserves the right to grant specific easements to any entity or organization, public or private, to provide any of the utility services listed herein at any time following the date hereof until any specific lot shall be conveyed by Declarant. The right is reserved to authorize the laying and placing of sewer, gas and water pipelines, telephone, cable television, telegraph and electrical light poles on any of the streets and easements shown on the recorded subdivision plat. An easement for the installation and

maintenance of utilities and drainage facilities is reserved over said streets and easements.

ARTICLE III: SET BACK, LOCATION AND SIZE OF IMPROVEMENTS AND OF BUILDING PLOTS

(1) Nothing herein contained shall be construed to prohibit the use of more than one lot or portions of one and more lots as a single residential building site, provided that said lot would otherwise meet the requirement as to size, setback line and directional facing of said building as determined by the Declarant.

(2) No building shall be erected on any lot nearer to the front lot line or nearer to the side street line than the building set back line shown on the recorded plat. Any such building shall face toward the front line of the lot except that buildings to be constructed on corner lots shall face in the direction designated by the architectural committee. No building shall be located nearer to any interior side lot line than the distance, as determined by applicable building codes.

(3) No detached building, other than the one intended to be used as a residence, shall be erected without approval as provided in Article IV and, if approved, shall be placed no nearer to any lot line than the distance as determined by applicable building codes.

(4) No wall, fence or hedge shall be erected across or along the front of any lot and nearer to the front lot line than the building set-back line having a height of more than four feet; however, upon review and approval by the Architectural Committee, placement and height of any wall, fence or hedge may be altered. Chain link fences shall not be constructed on any portion of any lot, without prior approval from the Architectural Committee.

(5) The total area of all driveways shall be paved by plant mix concrete, asphalt or gravel.

(6) No lot shall be re-cut so as to face in any direction other than is shown on the recorded plat nor shall it be re-cut so as to make any building site smaller than is provided for herein.

(7) No one-story, split-level or story-and-a-half residence shall be constructed containing less than 1,850 square feet of heated floor space exclusive of porches, garages and breezeways. No two-story residence shall be erected containing less than 2,000 square feet of heated floor space total, exclusive of porches, garages and breezeways. Exceptions to these limitations may be granted by the architectural committee if in the opinion of the committee the proposed residence would be keeping with the overall concept of the subdivision.

**ARTICLE IV: APPROVAL OF PLANS AND CONSTRUCTION --
ARCHITECTURAL COMMITTEE**

(1) The Architectural Committee shall be composed of the partners of Tanner Road Properties. For the purposes of these restrictions the term Declarant and Architectural Committee may be used interchangeably. In all matters, a majority vote shall govern.

(2) No improvements shall be erected, placed, altered or changed on any lot in this

subdivision until and unless the building plans, specifications, and plot plan showing the proposed type of construction, exterior design, location of residence, walks, drives and fences have been approved in writing by the Architectural Committee as to conformity and harmony of external design and consistency of plan with existing residences on other lots in the subdivision and as to the location of the structure with respect to topography and finished ground elevation.

(3) The Architectural Committee shall have the right to refuse to approve any plans, specifications and/or plot plans, taking into consideration the suitability of the proposed building or other improvement, the materials of which it is to be built, whether or not it is in harmony with the surroundings and the effect it will have on other residences already constructed.

(4) Prior to the commencement of any construction, each owner shall submit to the Architectural Committee, in duplicate, plans and drawings, which shall contain at a minimum:

a) front, rear and side elevations;

BOOK 1373 PAGE 917

b) floor plan;

c) the area of heated floor space;

d) exterior building material to include manufacturer, color and texture;

e) exterior trim color;

f) roofing material and color;

g) site plan (optional);

h) estimated completion dates of all construction and improvements;

i) special treatment required to alleviate problems anticipated due to changes in topography.

The documents and other information required to be submitted shall be delivered or mailed to the Architectural Committee of Tanner Road Properties in care of The Westbury Company, 105 North Spring Street, Greenville, South Carolina 29601. One complete set shall be retained by the Architectural Committee and the second complete set shall be returned to the applicant, with the Architectural Committee's approval or disapproval clearly noted thereon.

(5) In the event that the Architectural Committee fails to approve or disapprove such plans within thirty (30) days after they have been submitted to it, such approval will be automatic. The terms "building" or "improvements" shall be deemed to include the erection, placement or alteration of any wall, fence, driveway or parking area, or any such activity undertaken subsequent to initial construction.

(6) The Architectural Committee is authorized to approve or ratify in the construction or alteration of any building violations of the Set Back, Location and Size of Improvements article of these restrictions if, in the opinion of the Architectural Committee, such shall be necessary to prevent undue hardship.

(9) All construction by any owner shall be performed by a licensed contractor or licensed builder.

BOOK 1373 PAGE 918

(10) Once construction is commenced, each owner shall be responsible for insuring that such work proceeds at an orderly and timely pace, with no work stoppage in excess of 14 consecutive days, acts of God excepted.

(11) After the foundation for new construction has begun on any lot in the subdivision, the owner shall have the work carried on continuously by a licensed builder without unnecessary delay, and shall have 12 months from the time the foundation has begun to complete the residence, landscape the yard, and plant shrubbery.

(12) The Declarant expressly reserves the right to assign any of the duties, powers, functions and approval authority set forth herein to any assignee at Declarant's sole discretion.

ARTICLE V: ASSOCIATION OF OWNERS

(1) Upon the sale of 75% of the lots which are subject to these restrictions, all owners including Declarant, shall organize Woodington Homeowners Association, to be chartered as a non-profit corporation, in accordance with the laws of the State of South Carolina. Every person who is a record owner of a fee or undivided fee interest in any lot which is subject to these covenants shall be a member of the Association. There shall be only one class of membership and such members shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any lot, and, further, no fractional vote shall be cast with respect to any lot.

(2) The affairs of the Association shall be controlled by a Board of Directors, duly elected by the members.

(3) The Homeowners Association shall be entitled to collect dues, on an annual basis, assessed against each lot in an amount to be determined by the Board of Directors. These dues shall be administered by the officers of the Association and used for the payment of necessary expenses for the operation of the Homeowners

BOOK 1373 PAGE 919

Association and for the maintenance of any vacant and untended lot or unkempt improved lot and for the payment of any common utility expenses and for the maintenance of any property deeded to the Homeowners Association.

(4) In the event the Homeowners Association's Board of Directors and Officers shall deem it necessary to expend any sum of money for the maintenance and upkeep of any improved or unimproved lot, the Board shall be empowered to levy a special assessment applicable to that lot, but only in an amount equal to any sum or sums which had to be expended for that purpose. If any such special assessment, or annual dues payment, is not paid within thirty (30) days of its due date, the amount due shall bear interest from the date of delinquency at the rate of fourteen (14%) percent interest.

(5) The Declarant may delegate and transfer to the Homeowners Association any rights, duties, and powers which Declarant has expressly reserved unto itself in these Covenants and Restrictions.

(6) If any dues or assessments are not paid when due, then such dues or assessments shall become delinquent and shall (together with interest thereon at the rate of Ten (10%)

percent per annum from the due date and the cost of collections as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The amount of any such dues or assessments, together with reasonable attorney fees as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. In the case of co-ownership, all such co-owners shall be jointly and severally liable for the entire amount of the dues or assessments. If the assessment or dues are not paid within thirty (30) days after the due date, the Homeowners Association may bring an action at law against the owner or owners personally obligated to pay the same or to foreclose the lien against the

BOOK 1373 PAGE 920

property, and there shall be added to the amount of such assessments or dues, all attorney fees and costs of collection and in the event a judgment is obtained, such judgment shall include prejudgment interest as hereinabove provided together with reasonable attorney fees as may be fixed by the court together with the costs of the action.

(7) The lien of the assessments or dues provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessments or dues; provided, however, that such subordination shall apply only to the assessments or dues which have become due and payable prior to the sale or transfer of such proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments or dues thereafter becoming due, nor from the lien or any such subsequent assessments or dues.

ARTICLE VI: MISCELLANEOUS

(1) No signs shall be permitted on any lots except that a single sign offering the property for sale may be placed on such lot providing such sign is approved by the Architectural Committee.

(2) All residences shall have a standard letter size mailbox which is to be provided by the owner. All boxes and posts shall be in good taste and maintained in a good state of repair at all times.

(3) The removal of any trees in excess of 12" in diameter (dbh) shall require prior approval of the Architectural Committee. No trees may be removed until final building plans have been approved by the Architectural Committee.

(4) The property within this subdivision is hereby declared to be a wildlife sanctuary and all hunting or shooting, is hereby prohibited.

(5) The owner of each lot shall cause written notice to be delivered to Declarant upon the conveyance of any lot by him advising Declarant of the conveyance.

BOOK 1373 PAGE 921

(6) No satellite or television dish shall be constructed or placed on any lot except where type, size, screening and location have been approved by Architectural Committee.

(8) No above ground pool shall be constructed or placed on any lot without approval of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this the 19

day of September , 1989.

In the presence of:

Thomas D. Croft TANNER ROAD PROPERTIES a South Carolina General Partnership
BY: THE WILSON REAL ESTATE DEVELOPMENT AND MARKETING
COMPANY, INC. (SEAL) General Partner

Kathy Chearham BY: Douglas M. Wilson Douglas M. Wilson Its: President

Thomas D. Croft BY: WESTBURY COMPANY (SEAL) General Partner

Kathy Chearham BY: Rodney A. Westbury Rodney A. Westbury Its: President

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE PROBATE

PERSONALLY appeared the undersigned witness who made oath that (s)he saw the within named Tanner Road Properties, by its duly authorized officers, sign, seal and as its act and deed deliver the within written Declaration of Covenants, Conditions and Restrictions and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Thomas D. Croft

SWORN to before me this 19 day of September , 1989.

Benobia C. Hail (SEAL) Notary Public for South Carolina My Commission Expires:
3/23/99

BOOK 1373 PAGE 922

EXHIBIT A

All that certain piece, parcel or tract of land in the County of Greenville, State of South Carolina, located on the east side of Tanner Road, containing 27.35 acres as shown on plat prepared by Freeland-Clinkscales and Assoc. April 3, 1989 recorded Sept. 19, 1989 in plat book 17-E page 56 of the RMC Office for Greenville County, S. C., reference to which plat is made for a more complete description.

This is the same property conveyed to Tanner Road Properties, a South Carolina General Partnership by Ralph H. Graham, Jr. & Josephine Graham by deed dated November 19, 1988 recorded November 23, 1988 in Deed Book 1345 page 263 of the RMC Office for Greenville County, S. C.

EXHIBIT 3

BY-LAWS OF WOODINGTON HOMEOWNERS ASSOCIATION, INC.

Revision 3 15 August 2012 - Articles 1 thru 20

ARTICLE I - NAME AND LOCATION

The name of the Corporation shall be called "Woodington Homeowners Association, Inc.", hereinafter referred to as the "Association". The principal office of the Corporation shall be located at the home of the current President of the Association, but meetings of Members and directors may be held at such places within the State of South Carolina as may be designated by the Board of Directors.

ARTICLE II - PURPOSE

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the purpose of the Association, as provided in the Certificate of incorporation, is as follows:
"The purpose of the said proposed Corporation is to provide for an association for the betterment of the property and homeowners of Woodington Subdivision, Greenville County, South Carolina."

ARTICLE III - DEFINITIONS

Section 1: "Association" shall mean and refer to Woodington Homeowners Association, Inc., a non-profit Corporation organized and existing under the laws of the State of South Carolina.

Section 2: "Member" shall mean and refer to those persons owning lots or homes in Woodington Subdivision, or their designated representative, providing they pay the initial annual dues of \$175.00, and future dues to be established annually by the Board of Directors as well as any special assessments that may be levied.

Section 3: "Vote" shall mean there will be one (1) vote per lot owned.

ARTICLE IV - MEETINGS OF MEMBERS

Section 1 - ANNUAL MEETINGS: The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular Annual Meeting of the Members shall be at a time, date, and place as designated in advance by the Board.

Section 2 - SPECIAL MEETINGS: Special meetings of the Members may be called at any time by the President of the Board of Directors, or upon written request of one-fourth (1/4) of the Members.

Section 3 - NOTICE OF MEETINGS: A sign posted at the neighborhood entrance shall be sufficient notice for each

meeting of Association Members, to those who normally reside in the neighborhood. Meeting notice shall be given by, or at the direction of the Secretary, or person authorized to call the meeting, at least twenty-one (21) days before such meeting to each Member entitled to vote thereat. For any Member who does not normally reside in the neighborhood, or for any Member who may so petition the Secretary, written notice shall be delivered by US Mail, postage prepaid, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Meeting notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4 - QUORUM: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one quarter (1/4) of the votes of membership shall constitute a quorum for any action except as otherwise provided in the "Covenants" (Reference 1) of these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5 - PROXIES: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of this residence.

ARTICLE V - BOARD OF DIRECTORS, SELECTION, AND TERM OF OFFICE

Section 1 - NUMBER: The association shall be governed by a Board of Directors, normally five (5) in number, each of whom shall serve until his or her successor is elected and shall qualify as provided in these By-Laws. No more than one (1) representative of any single distinct membership may serve as a director of the Association at one time.

Section 2 - SELECTION AND TERM OF OFFICE: Annually, the membership shall normally elect five (5) directors from the membership for the term of one (1) year. Each Board Member must be elected every year. When a Board Member has served for five (5) consecutive terms, that person will not be permitted to seek a sixth consecutive term, unless the Board of Directors has been unable to find another eligible Association Member who is willing to serve on the Board. When this is true, the current Board by simple majority vote may waive the five (5) consecutive term limit. Any waiver is valid for only one year. After a Member has been off the Board of Directors for at least one term, that

Member can seek re-election to the Board of Directors with the same rights of any other Member.

Section 3 - REMOVAL: Any director may be removed from the Board, with or without just cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 - COMPENSATION: No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of his/her duties.

Section 5 - ACTION TAKEN WITHOUT A MEETING: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI - NOMINATION AND ELECTION OF DIRECTORS

Section 1 - NOMINATION: Nomination for election to the Board of Directors shall be made by the current Board of Directors. At least 90 days prior to the annual meeting, the current Board of Directors will request volunteers to fill expected vacancies on the Board. A notice will be sent to the membership advising them of the open positions and asking for volunteers to fill the positions. An election slate for members of the Board of Directors will be prepared to include incumbent members who are seeking re-election and new candidates. The election slate will be presented to the Members at the annual meeting. Nominations may also be made from the floor at the annual meeting. Such nominations must be made from among the Members who have voting privileges.

Section 2 - ELECTION: Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast one vote for each vacancy on the Board. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII - MEETINGS OF DIRECTORS

Section 1 - REGULAR MEETINGS: Meetings of the Board of Directors shall be held on call of the President, minimum quarterly.

Section 2 - SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the

President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3 - Quorum: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VIII - POWERS AND DUTIES OF BOARD OF DIRECTORS

Section 1 - POWERS: The board of Directors shall have power to:

- a. Exercise for the Association all powers, duties, and authority vested in or delegated to this association and not reserved to the membership by other provisions of these By-Laws, or the "Covenants" (Reference 1).
- b. Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.
- c. Nothing in these By-Laws shall be construed to permit the Board of Directors to borrow or pledge the credit of the Association or sell or transfer all or part of the assets of the Association without the specific approval of a majority of the Members attending and voting at a duly held meeting.
- d. With the approval of a simple majority vote of the Members, the Board of Directors may enter into a contract with an association management company to assist in carrying out the duties and responsibilities specified below for the Board of Director positions

Section 2 - DUTIES: It shall be the duty of the Board of Directors to:

- a. Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote.
- b. Transact, either personally or through a management company, all Association business and make and amend rules and regulations for the use of the Association property.
- c. Supervise all officers, agents, and employees of the Association, and to see that their duties are properly performed
- d. Fix, impose and remit penalties for violations of these By-Laws and rules of the Association.
- e. Select from the Board of Directors a representative to fill the position of President, Vice President, Secretary, Treasurer, and Maintenance director.
- f. Fill any vacancy in the membership of the Board of Directors to serve until the next annual meeting of active Members at which time a permanent director will be elected by a simple majority vote of the membership.
- g. The Board of Directors may delegate to a management company the responsibility to select a financial

institution(s) to act as depositories of the funds of the Association and determine the manner of receiving, depositing, and distributing the funds of the Association and the form of checks to be used.

ARTICLE IX - OFFICERS AND THEIR DUTIES

Section 1 - ENUMERATION OF OFFICES: The officers of the Association shall normally be a President, Vice President, Secretary, Treasurer, and Maintenance director, all of whom shall at all times be members of the Board of Directors. In addition, the Association may have such other officers as the Board may from time to time by resolution create. Similarly, the Board may combine one or more offices, for example those of Secretary and Treasurer.

Section 2 - INSTALLATION OF OFFICERS: The installation of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3 - SPECIAL APPOINTMENTS: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine. The Board may elect members of the community to serve as architectural committee members. These individuals will serve the community by upholding architectural guidelines. The Architectural Committee will report all activity to the Board.

Section 4 - RESIGNATION AND REMOVAL: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5 - VACANCIES: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6 - MULTIPLE OFFICES: The Board of Directors may combine one or more offices when necessary due to a lack of eligible Association Members who are willing to serve on the Board. No person shall simultaneously hold more than two offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 7 - DUTIES: The duties of the officers are as follows:

a. **PRESIDENT:** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal, shall sign all written instruments and shall co-sign all checks and promissory notes except when these functions are to be performed by an association management company. The President shall serve as the Board Liaison with the management company, if a contract is established for this service.

b. **VICE PRESIDENT:** The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

c. **SECRETARY:** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; and keep appropriate current records showing the Members of the Association together with their addresses. These responsibilities may be delegated to an association management company. The Secretary shall perform such other duties as required by the Board.

d. **TREASURER:** The Treasurer shall receive and deposit in appropriate bank accounts all moneys of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; and keep proper books of account, except when a management company is under contract to provide these services. When a management company performs these services, the Treasurer shall monitor the receipt and disbursement of moneys by reviewing financial statements provided by the management company. The Treasurer shall prepare an annual budget or review and modify as necessary a budget prepared by an association management company, when used. A Balance Sheet and a Statement of Income and Expenditures shall be prepared by either the Treasurer or a management company for presentation to the membership at its regular annual meeting.

ARTICLE X - EXPENDITURE OF FUNDS

Section 1: The President and Treasurer are empowered to co-sign checks, drafts, or other instruments of payment of money drawn in the name of the Association, however, this function may be performed by a management company

when this service is under contract.

Section 2: The President or Vice President, in the President's absence, is authorized to approve non-budgeted expenditures up to One Hundred Dollars (\$100.00) for any individual project.

Section 3: The Board of Directors, by a majority vote, must approve non-budgeted expenditures up to One Thousand Five Hundred Dollars (\$1,500.00) for any individual project.

Section 4: The non-budgeted expenditure of corporate funds in excess of One Thousand Five Hundred Dollars (\$1,500.00) for any individual project must be approved by a majority vote of the membership at a duly held meeting at which a quorum is present.

ARTICLE XI - MEMBERS

Section 1: An active membership is one in which the holder thereof has purchased a residence in Woodington Subdivision and is current in all dues, including annual and special assessments.

Section 2: Every person who is a record owner of a fee or undivided fee interest in any lot which is subject to the Declaration of Covenants, Conditions and Restrictions for Woodington Subdivision (Reference 1), said covenants recorded in Book 1373 at Pages 912-922 in the office of the Registrar of Deeds for Greenville County, State of South Carolina. When more than one person holds interest in any lot, all such persons shall be Members.

Section 3: The vote for such lot shall be exercised as the owners determine, but in no event shall more than one vote be cast with respect to any lot, and further, no fractional vote shall be cast with respect to any lot.

Section 4: Any Member aggrieved by any disciplinary action by the Board of Directors may appeal to the membership at a special meeting called for such purpose upon a minimum of ten (10) days notice to the Members and at such meeting, a majority of the Members present in person shall be controlling.

Section 5: In voting for Directors, each lot may cast one (1) vote for each vacant seat to be filled without accumulation. Each lot may cast one (1) vote only upon each issue.

ARTICLE XII - DUES AND ASSESSMENTS

Section 1: The annual dues and the budget shall be presented to the membership at its annual meeting. Dues must be paid in full each year before a date which the Board shall specify.

Section 2: The annual dues assessment shall be based upon the residence only.

Section 3: Consistent with the "Covenants" Article V. 5 and V. 6 (Reference 1), if any dues or assessments are not paid within thirty (30) days of its due date, then such dues or assessments shall become delinquent and shall (together with interest thereon at the rate of Ten (10) percent per annum from the due date and the cost of collections as hereinafter provided) become a charge and continuing lien on the land and all improvements thereon, against which each such assessment is made. The amount of such dues or assessments, together with interest and reasonable attorney fees as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment became due. In the case of co-ownership, all such co-owners shall be jointly and severally liable for the entire amount of the dues or assessments. If the assessment or dues are not paid within thirty (30) days after the due date, the Homeowners Association may bring an action at law against the owner or owners personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessments or dues, all attorney fees and costs of collection and in the event a judgment is obtained, such judgment shall include prejudgment interest as herein above provided together with reasonable attorney fees as may be fixed by the court together with the costs of the actions. In addition, the Board may impose a \$15.00 late fee. Non-payment of dues and/or special assessments as specified shall bar a Member and his family from voting privileges until such dues or special assessments are paid.

Section 4: Special assessments may be authorized by the Board of Directors and collected as contributions for the specific projects of the Association which were approved by a quorum of the membership of the Association at a duly held meeting. Consistent with the "Covenants" Article V. 4 (Reference 1), in the event the Associations' Board of Directors and Officers shall deem it necessary to expend any sum of money for the maintenance and upkeep of any improved or unimproved lot, the Board shall be empowered to levy a special assessment applicable to that lot, but only in an amount equal to any sum or sums which had to be expended for that purpose. Such special assessments will be maintained in a separate fund from the annual dues.

ARTICLE XIII - SUSPENSION OR REVOCATION OF MEMBERSHIP

Any person against whom an action is taken under this Article shall be given at least ten (10) days advance notice of

the proposed action and shall be provided an opportunity to be heard at a meeting of the Board.

ARTICLE XIV - COMMITTEES

The Board of Directors shall appoint those committees as deemed appropriate in carrying out its purpose. Each year, committees may be appointed for one year. In a year where the Board does not appoint an "Architectural Review Committee", or does not appoint other committees whose services may be required, all Directors of the Board shall be recognized as serving on these committees. (Reference to an "Architectural Review Committee" may be noted as coming from the "Covenants", Reference 1.)

ARTICLE XV - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The "Covenants" (Reference 1) and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, or at the offices of the Management Association, where copies may be purchased at a reasonable cost.

ARTICLE XVI - CORPORATE SEAL

The Association has a seal, having within its circumference the words: "Woodington Homeowners Association, Inc.". This corporate seal is to be located at the home of the Association President or at the offices of an Association Management Company.

ARTICLE XVII - AMENDMENTS AND VOTING

Section 1: These By-Laws may be amended at a regular or special meeting of the Members, by a vote of 75% of Members of the Association, either in person or by proxy. Additionally, these By-Laws may be amended per the result of vote by ballot; see Section 3.

Section 2: In the case of any conflict between the "Covenants" (Reference 1) and these By-Laws, the "Covenants" shall control.

Section 3: Any and all issues may be resolved per the simple majority result of vote by ballot by all Association Members. The Board Secretary shall deliver a ballot to every Member, with a specified return date determined by the Board. The return date shall be no earlier than twenty-one (21) days from date of delivery. The voting period shall include at least three Saturdays, and three Sundays, where end of the voting period shall be neither Saturday nor Sunday. Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote

for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members.

ARTICLE XVIII - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than 75% of the Members. Disposition of assets will be recommended by the Board and must be approved in writing and signed by a majority of the Members.

ARTICLE XIX - MISCELLANEOUS

Section 1: The fiscal year of the Association shall begin on the first day of January, and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 2: Consistent with the "Covenants" Article VI, (1) (Reference 1), no signs shall be permitted on any lots except that a single sign offering the property for sale or rent may be placed on such lot providing such sign is approved by the Architectural Committee. The Board may also approve one "For Sale" or "For Rent" sign offering a property for sale or for rent to be posted on Association property at the entry to Woodington from Tanner Road. No other "personal signs" are allowed on Association property, except as may be approved by the Board. The Board shall retain the right to remove any sign posted on Association property that is not related to business of, nor in the interest of, all members of the Association.

ARTICLE XX - INDEMNIFICATION

Section 1 - INDEMNIFICATION OF DIRECTORS AND OFFICERS:

a. ELIGIBLE PERSONS: Under the conditions listed in this section, the Association must indemnify certain persons and hold them harmless who are parties to an "eligible proceeding" or are threatened to be parties. The persons eligible for indemnification are:

1. Directors, officers, employees, or agents of the Association; and
2. People requested by the Association to serve as directors, officers, employees, or agents of another Association, partnership, joint venture, trust or other enterprise.

A person is not eligible, however, unless the person is a party to the proceeding because the person had a relationship to the Association described in this paragraph.

b. ELIGIBLE PROCEEDINGS: Eligible persons may be indemnified in any civil, criminal, administrative or investigative proceeding that is threatened, pending, or completed; but the

indemnification rules are not the same if the Association is not a party to the proceeding.

c. WHEN THE ASSOCIATION IS NOT A PARTY: Indemnification is available only if the eligible person acted in a manner that person reasonably believed to be in the best interests of the Association. If it is a criminal prosecution, the eligible person must have no reasonable cause to believe that the conduct was unlawful. A judgment, order, settlement, conviction, or plea of nolo contendere (of the equivalent of any of those) will not alone create a presumption that the person seeking indemnification acted unlawfully or against the Association's best interests.

d. WHEN THE ASSOCIATION IS A PARTY: Indemnification is available only if the eligible person acted in a manner that the person reasonably believed to be in the best interests of the Association. There may be no indemnification if the eligible person is adjudged negligent or liable for misconduct in performing duties to the Association. If a court determines that the person is entitled to indemnity for certain expenses, however, the Association must indemnify that person to the extent the court required.

e. WHEN THE ELIGIBLE PERSON IS SUCCESSFUL: If a suit is brought as an eligible proceeding and the eligible person successfully defends the claim on the merits, the eligible person must be indemnified against expenses (including reasonable attorneys fees) actually and reasonably incurred in connection with the defense.

f. WHEN THE PERSON IS NOT SUCCESSFUL: Unless indemnification is ordered by a court, indemnification may be paid only if the eligible person has met the standards of conduct set forth in this section. If these standards of conduct are met, indemnification must include reasonable defense expenses actually incurred, judgments or fines. A finding of proper conduct may be made:

1. By the Board or majority vote or a quorum consisting of the directors who are not parties to that proceeding;
2. With or without such quorum, if directed by a quorum of disinterested directors, by the Association's independent legal counsel in a written opinion; or
3. By the affirmative vote of a majority of the shares entitled to vote on this issue.

g. PREPAID DEFENSE EXPENSES: The Association may pay an eligible person's expenses in defending an eligible

proceeding before the final disposition of that proceeding if the Board authorized the early payment. However, early payment may not be made unless the eligible person agrees to repay any amounts advanced if it is found that the person is not entitled to be indemnified by the Association.

h. **OTHER PROVISIONS AND RESOLUTIONS:** Other provisions of these By-Laws or a resolution approved by the affirmative vote of the holders of the majority of the shares entitled to vote on this issue may specify their rights of indemnification. If indemnification is approved at a shareholders' meeting, the notice of that meeting must state that the issue of indemnification will be discussed. The notice must also state whether indemnification will continue for a person who has ceased to be a director, officer, employee or agent and that it will inure to the benefit of the heirs, executors, and administrators of that person.

i. **INSURANCE:** Even if the Association would not have the power to indemnify a director, officer, employee or agent, the Association may purchase insurance on behalf of a person for liability asserted against that person while acting in an official capacity connected with the Association or a related partnership, joint venture, trust or other enterprise.

j. **SPECIAL NOTICE:** In some circumstances, notice must be given to shareholders if a person is indemnified. The notice does not apply if amounts are paid under a court order or by an insurance carrier for insurance maintained by the Association. The notice must be sent by first-class mail to each shareholder of record who at that time was entitled to vote for the election of directors. The notice must be sent no later than the next annual meeting of the shareholders, unless that meeting is held within three (3) months from the date of the indemnification payment; in any event, the notice must be sent within fifteen (15) months from the date of the indemnification payment. The notice must list the persons paid, the amounts paid, the nature and statute at the time of the payment of the litigation or threatened litigation.

Section 2 - REIMBURSEMENT: The Association may deduct from its income for income tax purposes, payments to employees in the form of salaries, commissions, bonuses, reimbursements, or deductible employee benefits. If the Internal Revenue Service of the appropriate state taxing authority disallows one of these deductions, the benefited employee must reimburse the Association to the full extent of the disallowance when the disallowance becomes final. The disallowance becomes final when the Association agrees to the disallowance or when it is made final by the Internal Revenue Service, the appropriate taxing authority, or by final judgment of a court of competent jurisdiction.

when no appeal is taken or any longer available. The Association must give reasonable notice to any employee of an attempt to disallow the deduction so that the employee may protect his or her interests. However, a good-faith settlement by the Association of the amount to be disallowed binds the employee, unless the employee requests in writing that additional measures be pursued, agrees to pay the additional costs of those measures (including reasonable attorney's fees), and furnishes security to the Association satisfactory in the opinion of the Board to cover those additional costs and also any potential liability for disallowance. It is the duty of the Board to enforce the repayment. To secure repayment, the Board may withhold payments to the employee until the amount owed is recovered. If the employee sells shares of the Association to the Association at the time when the issue is unresolved or the amount due the Association has not been paid, the price otherwise payable for those shares may be reduced by a reserve to cover that contingency or obligation. The reserve must be paid to the employee or the employee's estate or heirs or it will be retained by the Association when the issue is settled.

IN WITNESS WHEREOF, we, being all of the Directors of Woodington Homeowners Association, Inc., have hereunto set our hands this 22nd day of July, 2012.

Kristine Lynch, President
 Dawn Vonderbecke, Vice-President
 Richard LaCroix, Treasurer
 Dawn Vonderbecke, Secretary
 Vacant, Maintenance

Reference 1: State of South Carolina, County of Greenville, "Declaration of Covenants, Conditions and Restrictions for Woodington Subdivision", recorded in "Book 1373 Page 912" through "Book 1373 Page 922" in the office of the Registrar of Deeds. A survey entitled Woodington and dated April 5, 1989, is recorded in the Registrar of Deeds Office for Greenville County, South Carolina, in Plat Book 17-E at Page 56.

EXHIBIT 4

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FOR THE 13 TH JUDICIAL CIRCUIT
COUNTY OF GREENVILLE	)	C/A No.: 2017-CP-23-6301
	)	
Raymond A. Wedlake, individually and	)	
derivatively, on behalf of all Members of	)	
the Woodington Homeowners'	)	
Association, Inc.,	)	
	)	
Plaintiff(s),	)	STIPULATION OF ISSUES FOR TRIAL
	)	
v.	)	
	)	
Benjamin Acord, William CRAIGO, Denis	)	
Esteve, and Brian James in their capacity as	)	
the current Board of Directors of the	)	
Woodington Homeowners' Association,	)	
Inc.,	)	
	)	
and,	)	
	)	
Association Management Group SC, Inc.,	)	
	)	
Defendant(s).	)	
	)	

017402.00009

The parties hereto, by and through their undersigned counsel, hereby stipulate and agree to the following issues for trial and that the trial shall be limited to such issues:

1. Plaintiff seeks a declaratory judgment and declaratory relief as follows:
 - a. A declaration that the Board of the Woodington Homeowners' Association, Inc. (the "*Association*") must comply with, and enforce in accordance with their terms, the Association's bylaws.
 - b. That the court construe the Bylaws of the Association and declare that the bylaws place a duty on the Board of Directors to fill a vacancy on the Board of Directors and the Board of Directors must make reasonable efforts to do so.
 - c. That the court construe the Bylaws of the Association and declare that the bylaws require a majority of all members to both enter into, and to renew, a management contract.

- d. That the court construe the Bylaws of the Association and declare that the bylaws do not permit a Director to remain beyond a five-year term, and in any event, for not more than one additional year beyond such five-year period.
 - e. That the court declare that the Bylaws of the Association do not permit delegation of the role or authority of the Board.
 - f. That the court construe the Bylaws of the Association and declare that the Bylaws require the Board of Directors to send out a ballot to the membership for voting if a proposed amendment to the Bylaws is submitted by an eligible member.
2. Plaintiff seeks an award of Nominal Damages against defendants.
 3. Plaintiff seeks an award of court costs and legal fees if such costs and fees are paid by the Association's insurance carrier.
 4. Defendants Benjamin Acord, William Craigo, Denis Esteve, and Brian James (collectively, "*Defendants*") preserve all defenses to Plaintiff's claims and nothing herein shall be construed to infer a waiver of any defenses by Defendants or that Defendants in any way stipulate that the matters raised by Plaintiff or the relief sought by Plaintiff are proper matters before the Court or proper matters to be heard by the Court.

The e-filer affirmatively states that he has obtained the required consent pursuant to Rule 5 of the E-filing Rules to use the electronic signature of Grant H. Gibson.

/s/ Ely O. Grote
 Ely O. Grote (SC Bar No.: 75379)
 McCabe, Trotter & Beverly, P.C.
 P.O. Box 212069, Columbia, SC 29221
 Telephone: (803) 724-5000
 Email: ely.grote@mccabetrotterson.com
*Attorneys for Defendants Benjamin Acord,
 William Craigo, Denis Esteve, and Brian
 James*

/s/ Grant H. Gibson
 Grant H. Gibson (SC Bar No.: 9269)
 G. Gibson & Associates, LLC
 1200 Woodruff Rd., A-3
 Greenville, South Carolina 29607
 Telephone: (864) 630-7471
 Email: att.g.gibson@associates.com
Attorney for Plaintiffs

Columbia, South Carolina
 March 29, 2018

Due by Friday, November 9th

EXHIBIT 5

BALLOT #2 [Majority Vote Needed to Pass (34 of 66)]

Should Ballot 1 pass, the proposed payment plan shall be utilized to pay the current legal bill of \$33,000 (\$500 per lot) associated with the lawsuit (only up to the appeal) in which the 2017 Board Members were named as Defendants. The proposed payment plan is contingent upon no unanticipated expenses to the Association arising during the term of the payment plan. The proposed payment plan is as follows:

- \$500 per lot becomes immediately due and payable, but the following payment plan will be followed, so long as the funds are available:
 - \$6600 to be paid immediately from cash-on-hand.
 - \$50 increase in 2019 dues. Upon collection, \$6600 will be paid.
 - A one-time assessment of \$100 per lot due 5/1/2019. Upon collection, \$6600 will be paid.
 - \$6600 to be paid from cash-on-hand at the end of 2019.
 - \$50 increase in 2020 dues. Upon collection, \$6600 will be paid.
- Upon each payment of \$6600, each Member, currently in compliance with this plan, shall have their obligation to pay satisfied by \$100.
- Failure to pay at any of these times will result in a lien being placed on the individual's property for the full remaining balance.
- The remaining balance shall be collected at closing for any outstanding balances of this payment plan.

☐ FOR

☐ AGAINST

SIGNATURE OF MEMBER: _____

PRINT NAME OF MEMBER: _____

PROPERTY ADDRESS: _____

DATE: _____

* Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"*

**** THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH****



EXHIBIT 6

ALAN WILSON
ATTORNEY GENERAL

January 3, 2017

The Hon. Mike Sottile
South Carolina House of Representatives
132 Sparrow Drive
Isle of Palms, SC 29451

Dear Representative Sottile:

Attorney General Alan Wilson referred your letter dated July 18, 2016 to the Opinions section for a response. Please find following our understanding of your questions and our response.

Issue (as quoted from your letter):

I am respectfully requesting an opinion from your office on whether your office is permitted to investigate homeowner associations under South Carolina's Nonprofit Corporation Act? Specifically, I am seeking your office's legal opinion as to whether the State's Nonprofit Corporation Act applies to homeowner associations established as non-profit corporations? I also ask, if you find in the affirmative, whether your office may investigate homeowner associations pursuant to Section 33-31-171 of the South Carolina Code of Laws?

Homeowner associations are prevalent throughout South Carolina. The majority of associations operate in a manner that promotes the common interest of its members. However, there are associations that tend to operate in ways that frustrate the intended purpose. The General Assembly created the Study Committee on Homeowners Associations under Part 1B, § 117.135 of the 2015-2016 Appropriation Act. The Committee's charge was to "review information, including, but not limited to, case law, statutes, uniform laws, and other information from South Carolina and other jurisdictions concerning homeowner[] associations." [Citation omitted.] The Study Committee agreed that South Carolina's Nonprofit Corporation Act applies to homeowner associations incorporated under that Act. Section 33-31-171 of the South Carolina Code of Laws provides that:

[t]he Attorney General, or any of his assistants or representatives when authorized by the Attorney General, may make investigations into the organization, conduct, and management of a nonprofit corporation, domestic or foreign, operating in this State. Every such corporation shall permit the Attorney General or any of his authorized assistants or representatives to examine and take copies of all its books, accounts, records, minutes, letters, memoranda, documents, checks, vouchers, telegrams, articles, bylaws, and any and all other

The Hon. Mike Sontile
Page 2
January 3, 2017

records of any such corporation as often as the Attorney General may deem it necessary to show or tend to show that the corporation has been, or is, engaged in acts or conduct in violation of its charter rights and privileges or in violation of any law of this State.

I ask for your opinion on whether your office may investigate homeowner associations incorporated as nonprofits when warranted?

Law/Analysis:

It is the opinion of this Office that the South Carolina Nonprofit Corporation Act does apply to any homeowners' association organized under that Act, and that S.C. Code Ann. § 33-31-171 (2006) explicitly empowers the South Carolina Attorney General to investigate any such homeowners' association consistent with that Section. In other words, we believe that the Study Committee on Homeowners Associations correctly interpreted Section 33-31-171 as set out in your opinion request. As a practical matter, however, this Office typically does not devote its limited resources, derived from the taxpayer, to investigations of homeowners associations because these associations are particularly well-suited to be carefully governed and vigilantly policed by their members. This opinion will consider each of the two parts of your question in turn.

1. I am seeking your office's legal opinion as to whether the State's Nonprofit Corporation Act applies to homeowner associations established as non-profit corporations.

It is the opinion of this Office that the South Carolina Nonprofit Corporation Act does apply to any homeowners' association in South Carolina which is organized as a nonprofit corporation. We recently noted this applicability in an opinion of this Office dated August 5, 2016 (shortly after you submitted this request). There, we wrote:

South Carolina Jurisprudence states in part:

Restrictive covenants often authorize the creation of a homeowners' association, usually in the form of a not-for-profit corporation, and grant it authority to manage common areas, make regulations, levy assessments, and other similar privileges. Homeowners' associations are contractually limited by the restrictive covenants establishing them.

While homeowners' associations typically have the power to regulate the use of common areas, their regulations cannot prohibit a usage contrary to any restrictions creating easements or rights of use of property in owners.

17 S.C. Jur. *Covenants* § 88 (1993 & Supp. 2005) (footnotes & citations omitted). The South Carolina Nonprofit Corporation Act governs those homeowners' associations which are organized as nonprofit corporations, as described above. See, e.g., *Lovering v. Seabrook Island Property Owners Ass'n*, 289 S.C. 77, 344 S.E.2d 862 (Ct.App. 1986) (applying a section of the Act to a homeowners' association organized as a nonprofit corporation). Under the Act, the bylaws of a nonprofit corporation "may contain any provision for regulating and managing the affairs of the corporation that is not inconsistent with law or the articles of incorporation." S.C. Code Ann. § 33-31-206(b) (2006). Although neither that code section nor the comments refer to restrictive covenants, such covenants define the scope of authority of the directors of a homeowners' association, just as the articles of incorporation do in other nonprofit corporations. See *Lovering*, 289 S.C. 77, 344 S.E.2d 862 (discussed below).

Op. S.C. Att'y Gen., 2016 WL 4419890 (August 5, 2016) (emphasis added). That opinion later noted that the "[t]he General Assembly subsequently amended the South Carolina Nonprofit Corporation Act to empower homeowners' associations to make [emergency assessments]," as attempted by the nonprofit HOA in *Lovering* prior to the amendment. *Id.* at n.2 (citing S.C. Code Ann. § 33-31-305(15) (2006)). Given that both our courts and the General Assembly have acted on the premise that the Act applied to nonprofit homeowners' associations, we believe that this is a settled question of law in our State.

We stand by the statement and the reasoning in our prior opinion, but faced with the question directly, we take this opportunity to note additional support for applying the Act to HOAs organized as nonprofit corporations. The Act defines a "corporation" for the purposes of that chapter to include a "public benefit, mutual benefit, and religious corporation."¹ S.C. Code Ann. § 33-31-140(7) (2006). This definition is sufficiently broad to encompass not just charitable nonprofits or churches, but also nonprofit corporations that do not serve a charitable purpose. Moreover, the comments to the Act demonstrate that the General Assembly contemplated that the Act generally would apply to nonprofit homeowners' associations. For example, S.C. Code § 33-31-1030 (2006) permits "the articles of only a religious corporation or public benefit corporation" to give a third party veto power over "an amendment to the articles or bylaws." The non-binding South Carolina Reporters' Comments to that Section discussed why mutual benefit corporations were excluded from this Section and noted, in relevant part:

[c]onsideration was given to the fact that similar provisions have caused problems in the mutual benefit corporate area. Real estate developers have given themselves veto powers over homeowner corporations which they set up to manage developments. If the developer goes bankrupt or merely vanishes before he is out

¹ Note that S.C. Code Ann. § 33-31-1708 (2006) excludes from the Act "cooperative nonprofit membership corporations organized under or transacting business pursuant to [other chapters of the Code]," which generally are public utilities.

of the project and relinquishes his rights, there may be substantial confusion as to how the corporation is to act.

S.C. Code Ann. § 33-31-1030 (2006) S.C. reporter cmt. para. 2 (emphasis added).

For these reasons, it is the opinion of this Office that a court would find that the South Carolina Nonprofit Corporation Act does apply to any homeowner association organized under that Act.

2. I also ask, if you find in the affirmative, whether your office may investigate homeowner associations pursuant to Section 33-31-171 of the South Carolina Code of Laws?

As noted in your request letter, S.C. Code Ann. § 33-31-171 (2006) states that "[t]he Attorney General . . . may make investigations into the organization, conduct, and management of a nonprofit corporation, domestic or foreign, operating in this State." Sections 33-31-172 through -174 go on to spell out certain specific procedures for such investigations, and penalties for nonprofits which do not comply with an investigation. Section 33-31-175 provides that these powers are "cumulative of all other laws now in force in this State."

The South Carolina Reporters' Comments to each of these sections note that each "is neither a Model Act provision nor similar to any provision in the South Carolina Business Corporation Act."² It is essentially identical with the former [applicable Section] of the 1976 Code." See, e.g., S.C. Code Ann. § 33-31-171 (2006) S.C. reporter cmt. In other words, the General Assembly here made a deliberate decision to add to the Model Act and to carry over legal provisions that are specific to nonprofit corporations in South Carolina.

As stated in prior opinions of this Office:

The cardinal rule of statutory construction is to ascertain and effectuate the legislative intent whenever possible. *State v. Morgan*, 352 S.C. 359, 574 S.E.2d 203 (Ct. App. 2002) (citing *State v. Baucom*, 340 S.C. 339, 531 S.E.2d 922 (2000)). All rules of statutory interpretation are subservient to the one that legislative intent must prevail if it can be reasonably discovered in the language used, and that language must be construed in light of the intended purpose of the statute. *State v. Hudson*, 336 S.C. 237, 519 S.E.2d 577 (Ct. App. 1999).

² For this reason, this opinion should be construed as responding directly to the specific question as presented in your request letter: "whether [the Attorney General] may investigate homeowner associations *incorporated as nonprofits when warranted*" (emphasis added). Because Section 33-31-171 applies specifically to nonprofit corporations, we express no opinion at this time on the power to investigate an HOA organized pursuant to another chapter of the Code. We would reiterate, however, that these particular investigatory powers are "cumulative of all other laws now in force in this State." S.C. Code Ann. § 33-31-175 (2006).

The legislature's intent should be ascertained primarily from the plain language of the statute. *Morgan*, supra. Words must be given their plain and ordinary meaning without resort to subtle or forced construction which limits or expands the statute's operation. *Id.* When construing an undefined statutory term, such term must be interpreted in accordance with its usual and customary meaning. *Id.* When a statute's language is plain and unambiguous, and conveys a clear and definite meaning, there is no occasion for employing rules of statutory interpretation and a court has no right to look for or impose another meaning. *City of Camden v. Brassell*, 326 S.C. 556, 486 S.E.2d 492 (Ct. App. 1997). The statute as a whole must receive a practical, reasonable, and fair interpretation consonant with the purpose, design, and policy of lawmakers. *Id.*

Op. S.C. Att'y Gen., 2005 WL 1983358 (July 14, 2005).

We believe that a court would find that the language of Section 33-31-171 "is plain and unambiguous, and conveys a clear and definite meaning."³ See *Brassell*, 326 S.C. 556, 486 S.E.2d 492. It is patent that the General Assembly intended that the Attorney General have the power to investigate any corporation which operates under the nonprofit laws of our State. We are not aware of any exceptions to this investigatory power set out in the Code or established by the courts; therefore, this power would naturally extend to every corporation subject to the South Carolina Nonprofit Corporation Act. As discussed above, homeowners' associations which organize as nonprofit corporations are subject to the Act. Therefore, we believe that a court would find that Section 33-31-171 empowers the South Carolina Attorney General to investigate a nonprofit homeowners' association pursuant to that Section.

Although we are not aware of any reported case which squarely addresses this conclusion, our opinion today is consistent with prior opinions of this Office. For example, a 2013 opinion of this Office responded to a request which posed a variety of questions related to the actions of a specific homeowners' association operating under the Act. We stated there: "[o]ur investigations pursuant to S.C. Code Section 33-31-171 are for violations of a nonprofit's charter or other laws of this State. It appears what you are asking for in this question is an investigation and therefore [it] will be forwarded to the civil section of this Office for review." Op. S.C. Att'y Gen., 2013 WL 3479876 (June 26, 2013).

For these reasons, we believe that Section 33-31-171 unambiguously empowers our Office to investigate any homeowners' association organized under the Nonprofit Corporation Act.

³ As succinctly put by the ancient maxim, "*quoties in verbis nulla est ambiguitas, ibi nulla expositio contra verba expressa fienda est*" ("when there is no ambiguity in the words, then no interpretation contrary to the actual words is to be adopted"). Co. Litt., 147.

3. We offer one additional note on the practical exercise of the investigatory power of this Office with respect to homeowner associations.

Independent of our legal conclusion, we offer one additional observation to assist your committee in its work. This Office can and does investigate nonprofit corporations pursuant to Section 33-31-171, but we are not aware of any recent case in which one of those nonprofits was a homeowners' association. This is not to say that our Office categorically refuses to investigate any complaint that relates to a homeowners' association. Reports of egregious violations are considered on a case-by-case basis. As a practical matter, however, this Office generally chooses to devote its limited resources, derived from the taxpayer, to investigate other types of nonprofits. When contacted by a constituent regarding an HOA matter, we generally have advised them that such matters are addressed through private litigation. We also note in our responses that this is an area ripe for a legislative fix, and direct constituents to certain bills that have been considered by the General Assembly.

Moreover, any investigation by this Office pursuant to Section 33-31-171 would implicate statutory restrictions on the disclosure of discovered information which likely would frustrate a homeowner bringing the complaint. S.C. Code Ann. § 33-31-173 (2006) provides:

The Attorney General, or his authorized assistants or representatives, may not make public or use any document, copy, or other information derived in the course of an examination authorized by Sections 33-31-170 through 33-31-175, except in a judicial proceeding to which the State is a party or in a suit by the State to revoke the certificate of authority or cause the articles of the corporation to be forfeited or to collect penalties for a violation of the laws of this State or for the information of any officer of this State charged with the enforcement of its laws.

Thus, if this Office were to investigate a homeowners' association and find evidence of wrongdoing that does not rise to the level that justifies the State's involvement in bringing a suit, then it appears that Nonprofit Corporation Act would preclude sharing any of the evidence with the homeowner who submitted the complaint.

We hasten to add that we are mindful of the real and legitimate concerns that constituents may have regarding the conduct of their HOAs, and the cost of pursuing judicial remedies. But because homeowners have both the incentive and the ability to hold their associations accountable, we have not prioritized investigations of these organizations over other organizations which do not have built-in watchdogs. Homeowners' associations are uniquely self-policing among nonprofit corporations, and are capable of robust self-government. Membership in the association often is mandatory for members of a community, and the actions of the association directly impact the daily lives of the members and one of their greatest investments: their homes. While a person might leave a voluntary club or choose not to donate

to a charity which that person believes is acting contrary to their covenants and bylaws, a homeowner has a strong vested interest in monitoring the actions of their association closely, and to actively push back against any improper action. Where homeowners are elected to the boards of associations through a vote by the members, the homeowners are democratically represented, and they retain the power vote in other board members if their interests are not represented. Furthermore, if the association abuses their power so as to overstep the governing covenants and bylaws, then all members generally have the incentive and the ability to discover those abuses, and may resort to the courts for a remedy if the matter cannot be resolved internally. Finally, if board members or agents of the association engage in fraud or other criminal activity, the local solicitor has the jurisdiction to pursue a prosecution, in his or her discretion.

It appears from our research that most (if not all) reported cases in this State related to the internal conduct of homeowners' associations originally were brought either by one of the homeowners or the association itself. For example, consider a pair of reported cases, both involving the Seabrook Island Property Owners Association. First, in 1986, our Court of Appeals decided two combined class action lawsuits "commenced . . . to challenge the validity of a special assessment" in *Lovering v. Seabrook Island Property Owners Ass'n*, 289 S.C. 77, 79, 344 S.E.2d 862, 863 (Cl.App. 1986). In short, the association in *Lovering* needed additional funds to repair two bridges and renourish a beach, and it sought to raise those funds through an emergency assessment on the homeowners. 289 S.C. at 81-82, 344 S.E.2d at 865. A group of homeowners believed that this assessment was not permitted under the restrictive covenants, and pushed back on the association by filing the lawsuits. 289 S.C. at 79-82, 344 S.E.2d at 864-65. Our Court of Appeals agreed with the homeowners, and held that the emergency assessment was prohibited.⁴ 289 S.C. at 83-84, 344 S.E.2d at 866.

The homeowners in *Lovering* were represented by J. Randolph Pelzer. 289 S.C. at 79, 344 S.E.2d at 863. Mr. Pelzer was a member of the community himself, and he discovered in the course of his work on the case that he had been paying assessments on his property that had been not been calculated in compliance with the restrictive covenants and bylaws. *Seabrook Island Property Owners Ass'n v. Pelzer*, 292 S.C. 343, 345-46, 356 S.E.2d 411, 412-13 (Cl.App. 1987). Mr. Pelzer requested a reassessment and refused to pay the incorrectly-calculated assessment, which resulted in the association filing a collection action. *Id.* That case also reached the Court of Appeals, which agreed that the assessment had been calculated incorrectly and reversed the judgment against him for that year's assessment. 292 S.C. at 348, 356 S.E.2d at 414. However, the Court of Appeals affirmed the denial of Mr. Pelzer's counterclaim seeking a refund for overpayments for the seven prior years, holding that:

[t]he annual charges for those years were assessed in good faith. Pelzer had constructive knowledge that the maintenance charges were not being assessed in

⁴ As noted earlier in this opinion, the General Assembly subsequently amended the South Carolina Nonprofit Corporation Act to empower homeowners' associations to make such assessments. See S.C. Code Ann. 33-31-302(15) (2006).

accordance with the restrictive covenants and bylaws. Nevertheless, he acquiesced in the method of assessment and paid the charges. The Association expended the moneys for purposes authorized by the bylaws. Pelzer received the benefit of those expenditures. He cannot now return the benefits or restore the Association to its former position.

Id.

Taken together, this anecdotal chain of events in Seabrook Island exemplifies a pattern of homeowners policing their associations which may not be operating according to their governing documents or applicable law, and where either side may resort to private litigation in the courts when necessary. It appears that this practice is universally common practice both historically in our State and in states across the country. See, e.g., *Forest Land Co. v. Black*, 216 S.C. 255, 262, 57 S.E.2d 420, 424 (1950); *Rawlinson Road Homeowners Ass'n, Inc. v. Jackson*, 395 S.C. 25, 716 S.E.2d 337 (Cl.App. 2011); *Kiekel v. Four Colonies Homes Ass'n*, 38 Kan.App.2d 102, 107 (Kan. Ct. App. 2007); *Estates at Desert Ridge Trails Homeowners' Ass'n v. Vazquez*, 2013-NMCA-051, 300 P.3d 736 (2013). Moreover, it appears from the quoted language in *Pelzer* that the courts of our State expect that homeowners will be vigilant in policing their governing associations. Thus, while the General Assembly has empowered the Attorney General to investigate any nonprofit corporation in South Carolina, homeowners associations typically are composed of members with a vested interest in being "watchdogs" to keep that particular nonprofit accountable in a way that, generally speaking, a charitable nonprofit may not.

For these reasons, our Office historically has devoted our resources to investigating nonprofits which do not have such accountability built in. Given the numerous and varied responsibilities of this Office, we do not anticipate that this practice will change in the near future.

Conclusion:

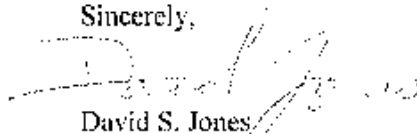
In conclusion, for the reasons set out above, it is the opinion of this Office that a South Carolina court generally would find that the South Carolina Nonprofit Corporation Act does apply to any homeowner association organized under that Act, and that S.C. Code Ann. § 33-31-171 (2006) explicitly empowers the South Carolina Attorney General to investigate any such homeowner association consistent with that Section. As noted above, we believe that the Study Committee on Homeowners Associations correctly interpreted Section 33-31-171 as set out in your opinion request.

We note that this advisory opinion is based only on the current law and the information which you provided to us. This opinion is not an attempt by this Office to establish or comment upon public policy. Until a court or the General Assembly specifically addresses the issues presented in your letter, this is only an opinion on how this Office believes a court would

The Hon. Mike Sottile
Page 9
January 3, 2017

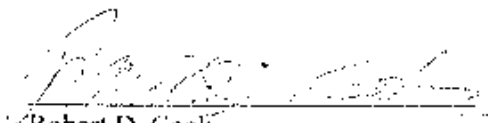
interpret the law in this matter. You may also choose to petition a court for a declaratory judgment, as only a court of law can interpret statutes and make such determinations. *See* S.C. Code Ann. § 15-53-20 (2005). If it is later determined that our opinion is erroneous in any way, or if you have any additional questions or issues, please do not hesitate to contact our Office.

Sincerely,



David S. Jones
Assistant Attorney General

REVIEWED AND APPROVED BY:



Robert D. Cook
Solicitor General

EXHIBIT 7



ALAN WILSON
ATTORNEY GENERAL

August 5, 2016

Handwritten note:
Re: Romain Retreat Homeowners Association
Contract Documents
August 16

The Hon. Stephen L. Goldfinch, Jr.
South Carolina House of Representatives
PO Box 823
Murrells Inlet, SC 29576

Dear Representative Goldfinch:

Attorney General Alan Wilson referred your letter dated May 31, 2016 to the Opinions section for a response. Please find following our understanding of your questions and our response.

Issue (as quoted from your letter):

I respectfully request an Attorney General Opinion on the following questions:

1. Do the covenants and bylaws prevent a homeowner from renting a single-family residential house as a vacation rental without restrictions on the lease/rental period?
2. Do by-laws prevail over covenants?
3. Can a HOA board make changes to the bylaws without a vote by the home owners? Please see document entitled "Romain Retreat Homeowners Association Rules for Use of Common Areas." Is this document valid without an official vote by the homeowners?

A copy of the Romain Homeowners Association Declaration of Covenants, the Bylaws of the Romain Retreat Homeowners Association and the Romain Retreat Homeowners Association Rules for Use of Common Areas are provided as points of review and reference.

Law/Analysis:

By way of background, this Office understands that the Romain Retreat Homeowners Association is a South Carolina nonprofit corporation, incorporated in 1984 and currently in good standing with the South Carolina Secretary of State.¹ Our Office does not have access to and has not reviewed the Articles of Incorporation. It appears that the Declaration of Covenants Conditions and Restrictions which you enclosed was executed on July 14, 1978 and subsequently recorded in the Register of Means Conveyances for Charleston County, S.C. in Book U116 at Page 93. It also appears that the Bylaws of Romain Retreat Homeowners Association were executed on or about March 21, 1988 and subsequently filed in the same Register in Book W182

¹ <http://www.sos.sc.gov/index.asp?n=1&p=4&s=1&corporaleid=7966> (last viewed August 3, 2016).

at Page 202. Our Office assumes for the sake of this opinion that these documents were properly executed and adopted.

1. Do the covenants and bylaws prevent a homeowner from renting a single-family residential house as a vacation rental without restrictions on the lease/rental period?

We must respectfully decline to answer this question. As you may know, state law does not authorize this Office to issue an opinion on any private matter, or in response to questions which are not public in nature. S.C. Code Ann. § 1-7-90 et. seq. (2005); see *Langford v. McLeod*, 269 S.C. 466 at 473, 238 S.E.2d 161 at 164 (1977) ("The Attorney General has no standing to intervene in grievances not affecting the public interest."). Additionally, answering this question would amount to making a factual determination, which this Office cannot do in a legal opinion. As you may know, "[t]his Office is not a fact-finding entity; investigations and determinations of facts are beyond the scope of an opinion of this Office and are better resolved by a Court." *Op. S.C. Att'y Gen.*, 2011 WL 6959369 (December 21, 2011). We advise you to contact a private attorney to determine the answer to this question.

"private matter"

2. Do by-laws prevail over covenants?

While it is not possible to state an absolute rule in response to this question, it is the opinion of this Office for the reasons set out below that a South Carolina court generally would find that restrictive covenants prevail over bylaws adopted pursuant to those covenants if there is a conflict between them. Our Office is not aware of any precedential South Carolina authority which squarely addresses a conflict between restrictive covenants and a bylaw of a homeowners' association. However, as discussed below, both South Carolina law and authority from other jurisdictions point to restrictive covenants as the constitutional document of a homeowners' association ("HOA") which generally takes precedence over any bylaws adopted pursuant to the covenants in the event of a conflict.

At the outset, it is helpful to understand the relationship between HOAs, restrictive covenants, and bylaws. The Court of Appeals of Kansas aptly and succinctly set out the relationship between bylaws and covenants in the case of *Kiekel v. Four Colonies Homes Ass'n*, stating:

Creating a community association, such as [a homeowners' association], requires a set of documents that generally includes a declaration and bylaws.

The first creating document in a community association is the declaration. . . . For an HOA, the document is generally referred to as the Declaration of Covenants, Conditions, and Restrictions ("CCRs"). The declaration is a document containing the plan of development and the essentials of ownership, the method of

operation, and the rights and responsibilities of the association and the owners within the association. It is a covenant running with the land, recorded in the land records, and binding on every person who becomes a property owner in the project. Hyatt, Condominium and Homeowner Association Practice: Community Association Law § 1.06(c) (3d ed. 2000) (hereinafter Community Association Law).

Basically, the declaration is considered the enabling document or the constitution of the association. Generally, any attempt to restrict a property owner's use of the property as authorized in the declaration is considered void and unenforceable. Community Association Law § 1.06(c); 8 Powell on Real Property § 54A.01(11)(a) (2007).

The second legal document essential to the community association is a set of bylaws, which set forth procedures for the internal government and operation of the association. Generally, fundamental provisions dealing with ownership and property rights are in the declaration; the bylaws typically contain governance and operational provisions, and function in the same capacity as corporate bylaws. Community Association Law § 1.06(c).

Kiekel v. Four Colonies Homes Ass'n, 38 Kan.App.2d 102, 107 (Kan. Ct. App. 2007) (emphasis added).

The facts and decision in *Kiekel* are instructive here. In *Kiekel*, the court was tasked with deciding whether certain amended bylaws could greatly curtail the ability of a property owner to lease their property to third parties. 38 Kan.App.2d at 104-06. The court noted that the Declaration of Covenants

neither expressly prohibits nor expressly permits lot owners to rent their property. The Declaration does, however, include three distinct references to lot owners' tenants. In one specific instances, the Declaration defines "resident" to include not only the owners of lots "but also the lessees and tenants of such owners." Strictly construing the Declaration, it does not place any restrictions on owners' rights to rent their property.

38 Kan.App.2d at 108. The trial court erroneously found no conflict between the covenants and the bylaws on the basis that the amended bylaws did not abolish a homeowners' ability to rent his or her property. *Id.* at 106. The Kansas Court of Appeals disagreed, finding a conflict where "[t]he bylaw amendment contained extensive property use restrictions concerning the rental of property . . . which only could be accomplished through an amendment to the Declaration." The

appellate court held that the HOA could not "circumvent the intent of the Declaration, the enabling document, by subsequently amending the Bylaws." *Id.* at 110. *Kiekel*, therefore, stands for the rule that where the bylaws of an HOA purport to restrict the use of property further than contemplated in the covenants, there is a conflict and the covenants will control. *See id.*; accord *Estatas at Desert Ridge Trails Homeowners' Ass'n v. Vazquez*, 2013-NMCA-051, 300 P.3d 736 (2013) (citing *Kiekel*) ("If the HOA desired to prevent short-term rentals, this restriction should have been included in the originally filed [covenants], not in the HOA Rules adopted nearly three years later.").

The general relationship between covenants and bylaws described in *Kiekel* is consistent with South Carolina law. South Carolina Jurisprudence states in part:

Restrictive covenants often authorize the creation of a homeowners' association, usually in the form of a not-for-profit corporation, and grant it authority to manage common areas, make regulations, levy assessments, and other similar privileges. Homeowners' associations are contractually limited by the restrictive covenants establishing them.

While homeowners' associations typically have the power to regulate the use of common areas, their regulations cannot prohibit a usage contrary to any restrictions creating easements or rights of use of property in owners.

17 S.C. Jur. *Covenants* § 88 (1993 & Supp. 2005) (footnotes & citations omitted). The South Carolina Nonprofit Corporation Act governs those homeowners' associations which are organized as nonprofit corporations, as described above. *See, e.g., Lovering v. Seabrook Island Property Owners Ass'n*, 289 S.C. 77, 344 S.E.2d 852 (Cl.App. 1986) (applying a section of the Act to a homeowners' association organized as a nonprofit corporation). Under the Act, the bylaws of a nonprofit corporation "may contain any provision for regulating and managing the affairs of the corporation that is not inconsistent with law or the articles of incorporation." S.C. Code Ann. § 33-31-206(b) (2006). Although neither that code section nor the comments refer to restrictive covenants, such covenants define the scope of authority of the directors of a homeowners' association, just as the articles of incorporation do in other nonprofit corporations. *See Lovering*, 289 S.C. 77, 344 S.E.2d 862 (discussed below).

A long line of South Carolina jurisprudence points to restrictive covenants as the controlling document in determining the authority of a grantor or a homeowners' association to regulate use of property. As early as 1950, the South Carolina Supreme Court held in *Forest Land Co. v. Black* that the power of a grantor to reasonably regulate a common area cannot exceed the authority reserved in the deed to make such rules. *Forest Land Co. v. Black*, 216 S.C. 255, 262, 57 S.E.2d 420, 424 (1950). In *Forest Land Co.*, the Court considered the rights of a lakefront-property owner who was granted the right to boat in the lake, "subject to reasonable rules of the Grantor [Forest Land Co.], which may . . . reasonably restrict the use of certain kinds

of boats or motors and other kinds of craft." *Id.* at 258-59, 57 S.E.2d at 422. The property owner had purchased the property subject to these covenants, and then purchased a motorboat to use on the lake. *Id.* at 258-60, 57 S.E.2d at 422-23. The Forest Land Company then made a rule pursuant to its authority under the reservation in the deed that purported to prohibit the use of motorboats on the lake. *Id.* at 259, 57 S.E.2d at 422. Our Supreme Court held that the rule was invalid because it attempted to eliminate a right which was expressly and unambiguously granted in the deed. *Id.* at 262, 57 S.E.2d at 424. The Court held that while the reservation in the deed permitted the grantor to reasonably regulate the use of the lake, the grantor could not expand the regulations to effectively abolish the right to use it altogether. *Id.*

While the *Forest Lake Co.* decision predates the rise of the modern HOA, it remains good law for the rule that while property rights may be regulated by subsequently-amended rules pursuant to a deed, the rules are constrained by the restrictive covenants in the underlying deed. See 17 S.C. Jur. *Covenants* § 88 n.3 (1993 & Supp. 2005) (citing *Forest Land Co.*). Notably, the *Forest Land Co.* decision used the same reasoning later adopted by the Kansas Court of Appeals in *Kiekel v. Four Colonies Homes Ass'n*, 38 Kan.App.2d 102 (Kan. Ct. App. 2007) (discussed above). 216 S.C. at 262, 57 S.E.2d at 424. In both cases, the fundamental inquiry centered on whether and to what extent a property right could be restricted by subsequent amendments to bylaws or rules contemplated in the enabling document; and in both cases, the decision that the covenants controlled turned on the supremacy of that document. *Id.*; cf. *Kiekel*, 38 Kan.App.2d 102.

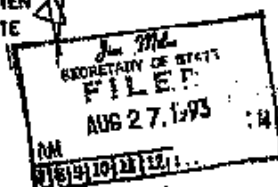
Since the rise of the modern homeowners' association, several South Carolina cases have interpreted restrictive covenants as foundational both to granting and to limiting an HOA's power. For example, in *Lovering v. Seabrook Island Property Owners Ass'n*, our Court of Appeals considered whether an HOA could charge an emergency assessment when the covenants and bylaws referred only to annual assessments, and was silent on the issue of emergency assessments. *Lovering v. Seabrook Island Property Owners Ass'n*, 289 S.C. 77, 344 S.E.2d 862 (Ct.App. 1986). The court held there that the emergency assessment exceeded the scope of the HOA's authority, stating:

[a] corporation may exercise only those powers which are granted to it by law, by its charter or articles of incorporation, and any by-laws made pursuant thereto. *Lurie v. Arizona Fertilizer & Chemical Co.*, 101 Ariz. 482, 421 P.2d 330 (1966). Acts beyond the scope of a corporation's powers as defined by law or its charter are *ultra vires*. *United States Rubber Products, Inc. v. Town of Batesburg*, 183 S.C. 49, 190 S.E. 120 (1937).

Id. at 82, 344 S.E.2d at 865. The South Carolina Supreme Court affirmed the holding of the Court of Appeals that the emergency assessment was *ultra vires*,² while modifying the decision

² The General Assembly subsequently amended the South Carolina Nonprofit Corporation Act to empower homeowners' associations to make such assessments. See S.C. Code Ann. 33-31-302(15) (2006).

EXHIBIT 8

DECLARATION AND PETITION FOR INCORPORATION
APPLICATION MUST BE TYPENITTEN
DO NOT FILE IN DUPLICATE

NAME	STREET ADDRESS AND CITY
David L. Sikkala	700 Creekside Dr., Greenville, SC 29607
Judy Swilley	702 Creekside Dr., Greenville, SC 29607

being one or more of the officers or agents appointed to represent or manage the affairs of Woodington Homeowners' Association, Inc.

Corporation which has been duly and regularly organized for the purposes hereinafter to be set forth, its officers and members have met in a meeting of the aforesaid organization, held pursuant to the by-laws or regulations of the said organization, duly convened and devoted to apply for incorporation.

That the said organization holds, or desires to hold, property in common for a religious, educational, social, fraternal, charitable or other non-profit purpose, or any two or more of said purposes, and is not organized for the purpose of profit or gain to its members, officers or directors, or for the interests of its, her, his, or theirs, and that the same does not exist in the Greenville News a newspaper published in the County of Greenville

has been given that the aforesaid Declaration would be filed.

The said Declaration and Petition further declare and affirm:

FIRST: That names and residences are as above given.
SECOND: The name of the proposed Corporation is Woodington Homeowners' Association, Inc.

THIRD: The place at which it proposes to have its headquarters or to be located is 104 Woodside Crossing in the City of Greenville, SC 29607

(State and County of)

FOURTH: The purpose of the said proposed Corporation is to provide for an association for the betterment of the property and homeowners of Woodington Subdivision, Greenville County, South Carolina.

FIFTH: The names and residences of all Managers, Trustees, Directors or other officers, are as follows:

NAMES	TITLE	ADDRESS
Chio Koshie	President	104 Woodside Crossing Greenville, SC 29607
Mark Taylor	Vice President	302 Woodington Drive Greenville, SC 29607
David Sikkala	Treasurer	700 Creekside Dr. Greenville, SC 29607
Judy Swilley	Secretary	702 Creekside Dr. Greenville, SC 29607

SIXTH: That they desire to be incorporated as perpetuity for number of years _____.

Wherefore your petitioners pray that the Secretary of State do issue to the aforesaid

Woodington Homeowners' Association, Inc.

(Signed by one or more of the officers)

A Certificate of Incorporation, with all rights, powers, privileges and immunities, and subject to all the restrictions and liabilities contained by Title 15, Chapter 31, 1916 Code, and Acts amendatory thereto, to provide for the incorporation of religious, educational, social, fraternal or charitable churches, lodges, societies, associations, or companies, and for amending the Charters of those already formed and to be formed.

(Said by)

Judy Swilley

Date _____ 19____

EXHIBIT 2

Woodington Homeowners Association, Inc.
Special Meeting

Meeting Minutes
December 6, 2018

Board Members Present:

- Chris Edwards President
- Chip Koshis, Vice President
- Mike Keels, Secretary
- Denis Esteve, Treasurer
- Jody Craig, Maintenance

Quorum Present: Yes

The meeting was called to order at 6:36 PM by the President at Five Forks Library – Simpsonville, SC

- I. Call to Order
- II. Introductory Remarks
- III. Update since 10/30 Meeting
 - A. Litigation has continued to move forward
 - B. New Complaint filed with Department of Consumer Affairs
 1. Email received from Raymond Wedlake.
 2. Complaint was read.
 - C. Two Board members met with Grant Gibson and Jim Carpenter, attorneys for Raymond Wedlake.
 1. Seeking resolution on issues important to Association.
 2. Meeting was positive, small step forward.
- IV. Ballots
 - A. Board made decision to ballot issues in order to determine where the community stands on issues.
 - B. South Carolina Non-Profit Act – "Immune from Suit"
 - C. Bill for the Appeal is estimated at \$5000 currently and could rise to \$15k to \$20k by the end.
 - D. Results of Ballots – 65 units in good standing
 1. Ballot 1 (Indemnification) passed - 53 For and 12 Against
 2. Ballot 2 (Payment Plan) passed - 56 For and 9 Against
 3. Ballot 3 (Amendment to By-Laws) passed – 62 For and 3 Against

Woodington Homeowners Association, Inc.
Special Meeting

Meeting Minutes
December 6, 2018

E. Plan Moving Forward

1. Board will act as Association has voted.
2. First payment on legal bill will be made in the near future
3. Annual Meeting to be held in January
 - a) Unable to find a date that works at Library
 - b) Board will find date after this meeting.
 - c) Anyone with intention to run for Board needs to state their intention to the Board

F. Questions

1. Member -- "How many ballots were returned?"
 - a) 41 total ballots returned.
 - b) Discussion about how members voted and the by-laws allowing for the Board to cast those votes not returned.
2. Member asked if Board had thought about filing bankruptcy or when Board would know it has reached that point.
 - a) Board has discussed it as an option should the pattern continue.
 - b) Not there yet, because we are in a strong financial position.
3. Further Member discussion about current events and moving forward.
4. Reminder about Annual Meeting at date TBD.

V. Adjournment (Motion to End the Meeting)

Meeting Adjourned.

Mika Keels, Secretary

Date

Chris Edwards, President

Date

EXHIBIT⁶³ - "Board of Directors" as a Legitimate Party to a Judicial Action is a Proven Fact

BROWN v. BOARD OF DIRECTORS OF ROSE TREE MEDIA SCHOOL DISTRICT
(December 30, 2019) , United States District Court, E.D. Pennsylvania. Civil Action No. 19-836.

JOHNSON v. BOARD OF DIRECTORS OF FOREST LAKES MASTER ASSOCIATION
(December 27, 2019) , Court of Appeals of Kansas. No. 120,145.

MATTER OF PETTUS v. BOARD OF DIRECTORS (December 17, 2019)
Court of Appeals of New York. App. Div. No. M-883, Motion No. 2019-628.

BARNARD v. TIAA BOARD OF DIRECTORS (December 13, 2019)
United States District Court, S.D. New York. No. 19-CV-1074 (RA).

BOARD OF DIRECTORS OF THE MOTION PICTURE INDUSTRY PENSION PLAN
v. TRIO ENTERTAINMENT SERVICES GROUP, LLC (December 12, 2019)
United States District Court, C.D. California, Western Division. Case No. 2:19-cv-05494-JFW-Ex.

HNY CLUB SUITES OWNERS ASSN. INC. EX REL. BOARD OF DIRECTORS
v. VASSOS (December 9, 2019)
Supreme Court, New York County. Docket No. 850086/2019, Motion Seq. No. 001.

BOARD OF DIRECTORS OF THE MOTION PICTURE INDUSTRY PENSION PLAN
v. MICHAEL GLATZE, LLC (October 31, 2019)
United States District Court, C.D. California. Case No. CV 19-5881 FMO (KSx).

HNY CLUB SUITES OWNERS ASSN. INC. EX REL. BOARD OF DIRECTORS v. MPAMBANI
(October 28, 2019) ,
Supreme Court, New York County. Docket No. 850137/2018, Motion Seq.No. 001.

HNY CLUB SUITES OWNERS ASSN. INC. EX REL. BOARD OF DIRECTORS v. FERRER
(October 28, 2019) , Supreme Court, New York County. Docket No. 850084/2019,
Motion Seq. No. 001.

PETTUS v. BOARD OF DIRECTORS, OWNERS 800 GRAND CONCOURSE (September 26,
2019) , Supreme Court, Appellate Term, First Department. Motion No. 570581/19.

GUION v. BONNER HOMELESS TRANSITIONS BOARD OF DIRECTORS (September 18,
2019) , United States District Court, D. Idaho. Case No. 2:18-cv-00186-DCN.

COTTON v. MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT BOARD OF
DIRECTORS (March 8, 2019) , United States Court of Appeals, Seventh Circuit. No. 18-2258.

M.F. EX REL. PETERS v. BOARD OF DIRECTORS OF RAYTOWN CONSOLIDATED SCHOOL DISTRICT NO. 2 (February 21, 2019)
United States District Court, W.D. Missouri, Western Division. No. 4:18-CV-0816-DGK.

BOARD OF DIRECTORS OF WINDSOR OWNERS CORP. v. PLATT (July 10, 2018)
Supreme Court, New York County. Docket No. 155985/2014.

SAD 3 ED. ASS'N v. RSU 3 BD OF DIRECTORS (March 1, 2018)
Supreme Judicial Court of Maine. Docket: Ken-17-75.

BOARD OF DIRECTORS OF WINDSOR OWNERS CORP. v. PLATT (February 2, 2018)
Supreme Court, New York County. Docket No. 155985/14.

RINDAHL v. AVERA MEDICAL GROUP BOARD OF DIRECTORS & ADMINISTRATORS
(November 14, 2017)
United States District Court, D. South Dakota, Southern Division. No. 4:17-CV-04104-RAL.

McCALISTER v. TENNESSEE VALLEY AUTHORITY BOARD OF DIRECTORS
(February 24, 2017), United States District Court, N.D. Alabama, Northwestern Division.
Case No. 3:14-cv-01369-HGD.

THE BOARD OF DIRECTORS OF RUPPERT YORKVILLE TOWERS CONDOMINIUM v. HAYDEN (February 21, 2017), Appellate Division of the Supreme Court of New York, First Department. Motion No. M-305, Index No. 153652/15.

BUSTER v. COMPENSATION COMMITTEE OF THE BOARD OF DIRECTORS OF MECHANICS BANK (June 2, 2016)
United States District Court, N.D. California. No. C 16-01146 WHA.

WELENC v. BOARD OF DIRECTORS OF POLISH AND SLAVIC FEDERAL CREDIT UNION
(March 11, 2016), Appellate Division of the Supreme Court of New York, Second Department.
Index No. 12933/13, Motion No. 2015-10708, M107951.

DUSMAN v. BOARD OF DIRECTORS OF CHAMBERSBURG AREA SCHOOL DIST.
(March 1, 2016), Supreme Court of Pennsylvania. Nos. 665, 666 MAL. (2015).

U.S. v. BOARD OF DIRECTORS OF TRUCKEE-CARSON IRRIGATION DISTRICT
(January 25, 2016), United States District Court, D. Nevada. No. 3:95-CV-00757-HDM.

BD. OF DIRECTORS OF ROUGH RIDERS v. SIGNATURE (December 20, 2013)
United States District Court, E.D. New York. No. CV 13-565(LDW)(ETB).

BOARD OF DIRECTORS OF CAMERON GROVE CONDOMINIUM II, ET AL
v. STATE OF MARYLAND COMM'N ON HUMAN RIGHTS (August 20, 2012)
Court of Appeals of Maryland. Pet. Docket No. 163.

LANEY v. HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY (December 14, 2010)
United States District Court, M.D. Florida, Fort Myers Division.
Case No. 2:09-cv-678-FtM-29SPC.

BOARD OF DIRECTORS OF TRUCKEE-CARSON IRRIGATION DISTRICT v. U.S.
(November 29, 2010) , Supreme Court of United States. No. 10-396.

GREEN v. BOARD OF DIRECTORS OF PARK CLIFF UNIT OWNERS ASS'N (May 25, 2006)
Court of Appeals of Georgia. No. A06A0365.

LaSALLE NAT. TRUST v. BOARD OF DIRECTORS OF 1100 LAKE SHORE DRIVE
CONDOMINIUM (March 20, 1997) , Appellate Court of Illinois, First District,
Fourth Division. No. 1-95-4064.

SHAFER v. BOARD OF SCHOOL DIRECTORS, ETC. (December 13, 1982)
United States Court of Appeals, Third Circuit. No. 81-2880.

MILLIKAN v. BOARD OF DIRECTORS (May 22, 1978)
The Court of Appeals of Washington, Division One. No. 5097-1.

BARNES v. BD. OF DIRECTORS, MT. ANTHONY U. H. SCH. DIST. (July 8, 1976)
United States District Court, D. Vermont. Civ. A. No. 74-237.

TRUDELL v. BOARD OF DIRECTORS OF HAZELMERE SCHOOL DIST. 60 (June 21, 1972)
Supreme Court of Washington, En Banc. No. 42421.

HARE v. BOARD OF DIRECTORS, ETC. (October 15, 1957) ,
Supreme Court of Iowa. No. 49243.

Source: www.leagle.com/leaglesearch?page=....&exact=board of directors

EXHIBIT 6 - WHOA Can Not, and Does Not, Qualify for Requisite Tax Exemptions

Source: en.wikipedia.org/wiki/Mutual-benefit_nonprofit_corporation
[excerpted, emphasis added]

A mutual-benefit nonprofit corporation membership corporation or membership corporation is a type of nonprofit corporation in the US, similar to other mutual benefit organizations found in some of common law nations, chartered by government with a mandate to serve the mutual benefit of its members.

A mutual-benefit corporation can be non-profit or not-for-profit in the United States, but it cannot obtain IRS 501(c)(3) non-profit status as a charitable organization.[1] It is distinct in U.S. law from public-benefit nonprofit corporations, and religious corporations. **Mutual benefit corporations must still file tax returns and pay income tax** because they are not formed for a purpose that is meant to **benefit the general public** (unlike public-benefit nonprofit corporations) but rather to **provide an association of people with a common benefit**. Due to its private purpose, a mutual benefit corporation pays the same taxes as a regular for-profit corporation (C corporation tax rates). However, the IRS still allows for tax exemptions for certain types of mutual-benefit nonprofits (501(c)(6)).

Mutual benefit corporations are formed for common gain purposes such as providing insurance for members (many insurance companies still have "mutual" in their names, though many have since adopted other corporate forms), establishing a community financial institution, **managing common property**, or promoting the social or economic welfare of member individuals or organizations (for example through trade groups, professional organizations or business districts). Some mutual water companies are organized as mutual benefit corporations; an electric membership corporation is another example.

Source: [en.wikipedia.org/wiki/501\(c\)_organizations#501\(c\)\(3\)](http://en.wikipedia.org/wiki/501(c)_organizations#501(c)(3)) [excerpted, emphasis added]

A 501(c) organization is a nonprofit organization in the federal law of the United States according to Section 501(c) and is one of over 29 types of nonprofit organizations exempt from some federal income taxes. ...

Types

According to the IRS Publication 557, in the Organization Reference Chart section, the following is an exact list of 501(c) organization types and their corresponding descriptions.[1][a]

501(c)(3) – Religious, Educational, Charitable, Scientific, Literary, Testing for Public Safety, to Foster National or International Amateur Sports Competition, or Prevention of Cruelty to Children or Animals Organizations

501(c)(12) – Benevolent Life Insurance Associations, Mutual Ditch or Irrigation Companies, Mutual or Cooperative Telephone Companies, etc.

General compliance

Under Section 511, a 501(c) organization is subject to tax on its "unrelated business income", whether or not the organization actually makes a profit, ...

Tax exemption does not excuse an organization from maintaining proper records and filing any required annual or special-purpose tax returns, ...

Main article: 501(c)(3) organization

501(c)(3) tax-exemptions apply to entities that are organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes; or for testing for public safety, to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals. The 501(c)(3) exemption also applies for any unincorporated community chest, fund, cooperating association, or foundation that is organized and operated exclusively for those purposes.[19][20] ...

A 501(c)(6) organization is a business league, a chamber of commerce like the U.S. Chamber of Commerce, a real estate board, a board of trade, a professional football league or an organization like the Edison Electric Institute and the Security Industry Association, that are not organized for profit and no part of the net earnings goes to the benefit of any private shareholder or individual.[76]

Qualifications for exemption

A business league may qualify if it is an association of persons having a common business interest, whose purpose is to promote the common business interest and whose activities improve business conditions rather than actually conduct the business itself.[77] ...

An association would not qualify if its principal activities consist of securing benefits and performing particular services for members. [80]

An association that promotes the common interests of certain hobbyists would not qualify because the Internal Revenue Service does not consider hobbies to be activities conducted as businesses.[81]

Source: [ballotpedia.org/501\(c\)\(12\)](http://ballotpedia.org/501(c)(12))

501(c)(12) is an Internal Revenue Service (IRS) tax exemption status that applies to "benevolent life insurance associations of a purely local character and like organizations, mutual ditch or irrigation companies and like organizations [and] mutual or cooperative telephone companies and like organizations." [1]

Though several exceptions exist, 501(c)(12) entities must generally meet certain criteria. The organizations must apply their revenue to existing liabilities and any remaining funds must be remitted to members or applied toward future expenses. In addition, revenue must satisfy the 85 percent requirement, which stipulates that 85 percent of the organization's income must come directly from the membership. Moreover, these organizations must operate for the benefit of all members to access services roughly at cost. Since 501(c)(12) organizations are built on what the IRS calls a mutual or cooperative basis, the members themselves must also have the ability to select management and recoup assets should the organization disband. [1]

Examples

American Municipal Power Inc.
North Carolina Electric Membership Corporation
American Municipal Power Inc.
Dairyland Power Cooperative
East Kentucky Power Cooperative Inc.
Buckeye Power Inc. [3]

EXHIBIT 10

Woodington Homeowners Association, Inc.
Special Meeting

Meeting Minutes
December 6, 2018

Board Members Present:

- Chris Edwards President
- Chip Koshis, Vice President
- Mike Keels, Secretary
- Denis Esteve, Treasurer
- Jody Craigo, Maintenance

Quorum Present: Yes

The meeting was called to order at 6:36 PM by the President at Five Forks Library – Simpsonville, SC.

- I. Call to Order
- II. Introductory Remarks
- III. Update since 10/30 Meeting
 - A. Litigation has continued to move forward
 - B. New Complaint filed with Department of Consumer Affairs
 1. Email received from Raymond Wedlake.
 2. Complaint was read.
 - C. Two Board members met with Grant Gibson and Jim Carpenter, attorneys for Raymond Wedlake.
 1. Seeking resolution on issues important to Association.
 2. Meeting was positive, small step forward.
- IV. Ballots
 - A. Board made decision to ballot issues in order to determine where the community stands on issues.
 - B. South Carolina Non-Profit Act – “Immune from Suit”
 - C. Bill for the Appeal is estimated at \$5000 currently and could rise to \$15k to \$20k by the end.
 - D. Results of Ballots – 65 units in good standing
 1. Ballot 1 (Indemnification) passed - 53 For and 12 Against
 2. Ballot 2 (Payment Plan) passed- 56 For and 9 Against
 3. Ballot 3 (Amendment to By-Laws) passed – 62 For and 3 Against

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP230150

Woodington Homeowners Association, Inc.
Special Meeting

Meeting Minutes
December 6, 2018

E. Plan Moving Forward

1. Board will act as Association has voted.
2. First payment on legal bill will be made in the near future
3. Annual Meeting to be held in January
 - a) Unable to find a date that works at Library
 - b) Board will find date after this meeting.
 - c) Anyone with intention to run for Board needs to state their intention to the Board

F. Questions

1. Member – "How many ballots were returned?"
 - a) 41 total ballots returned.
 - b) Discussion about how members voted and the by-laws allowing for the Board to cast those votes not returned.
2. Member asked if Board had thought about filing bankruptcy or when Board would know it has reached that point.
 - a) Board has discussed it as an option should the pattern continue.
 - b) Not there yet, because we are in a strong financial position.
3. Further Member discussion about current events and moving forward.
4. Reminder about Annual Meeting at date TBD.

V. Adjournment (Motion to End the Meeting)

Meeting Adjourned.

Mike Keels, Secretary

Date

Chris Edwards, President

Date

EXHIBIT 11

**WOODINGTON HOMEOWNERS ASSOCIATION, INC.
1754 WOODRUFF RD, #209
GREENVILLE, SC 29607**

March 13, 2020

Dear Homeowner:

The annual Woodington Homeowners Association dues for 2020 will remain at \$250 and are due to be paid by April 15, 2020. This \$250 includes the \$50 approved assessment for the legal bills due to the McCabe law firm. Please submit your payments to:

**Woodington Homeowners Association
1754 Woodruff Rd, #209
Greenville, SC 29607**

If you have a past due balance, that amount appears separately on the invoice.

Sincerely,

**Woodington Homeowners Association, Inc.
woodingtonhoa@gmail.com**

As always, we very much appreciate your support...

WOODINGTON HOMEOWNERS ASSOCIATION, INC.
1754 WOODRUFF RD, #209
GREENVILLE, SC 29607
WOODINGTONHOA@GMAIL.COM

2020 ANNUAL HOMEOWNERS DUES

DUE BY APRIL 15, 2020

INVOICE TO:

WHOA MEMBER Raymond & Nancy Wedlake
703 Creekview DR

Greenville, SC 29607

Billing Details:

2020 Woodington HOA Dues **\$250**

Past Due Amounts

2019

\$150
\$

TOTAL NOW DUE:

\$400.⁰⁰

Please send payment to:

Woodington Homeowners Association, Inc
1754 Woodruff Rd, #209
Greenville, SC 29607

Please contact Mona Craig, 2020 Woodington HOA President, at
woodingtonhoa@gmail.com

EXHIBIT 12 - "Board of Directors" as a Legitimate Party to a Judicial Action is a Proven Fact

BROWN v. BOARD OF DIRECTORS OF ROSE TREE MEDIA SCHOOL DISTRICT
(December 30, 2019) , United States District Court, E.D. Pennsylvania. Civil Action No. 19-836.

JOHNSON v. BOARD OF DIRECTORS OF FOREST LAKES MASTER ASSOCIATION
(December 27, 2019) , Court of Appeals of Kansas. No. 120,145.

MATTER OF PETTUS v. BOARD OF DIRECTORS (December 17, 2019)
Court of Appeals of New York. App. Div. No. M-883, Motion No. 2019-628.

BARNARD v. TIAA BOARD OF DIRECTORS (December 13, 2019)
United States District Court, S.D. New York. No. 19-CV-1074 (RA).

BOARD OF DIRECTORS OF THE MOTION PICTURE INDUSTRY PENSION PLAN
v. TRIO ENTERTAINMENT SERVICES GROUP, LLC (December 12, 2019)
United States District Court, C.D. California, Western Division. Case No. 2:19-cv-05494-JFW-Ex.

HNY CLUB SUITES OWNERS ASSN. INC. EX REL. BOARD OF DIRECTORS
v. VASSOS (December 9, 2019)
Supreme Court, New York County. Docket No. 850086/2019, Motion Seq. No. 001.

BOARD OF DIRECTORS OF THE MOTION PICTURE INDUSTRY PENSION PLAN
v. MICHAEL GLATZE, LLC (October 31, 2019)
United States District Court, C.D. California. Case No. CV 19-5881 FMO (KSx).

HNY CLUB SUITES OWNERS ASSN. INC. EX REL. BOARD OF DIRECTORS v. MPAMBANI
(October 28, 2019) ,
Supreme Court, New York County. Docket No. 850137/2018, Motion Seq.No. 001.

HNY CLUB SUITES OWNERS ASSN. INC. EX REL. BOARD OF DIRECTORS v. FERRER
(October 28, 2019) , Supreme Court, New York County. Docket No. 850084/2019,
Motion Seq. No. 001.

PETTUS v. BOARD OF DIRECTORS, OWNERS 800 GRAND CONCOURSE (September 26,
2019) , Supreme Court, Appellate Term, First Department. Motion No. 570581/19.

GUION v. BONNER HOMELESS TRANSITIONS BOARD OF DIRECTORS (September 18,
2019) , United States District Court, D. Idaho. Case No. 2:18-cv-00186-DCN.

COTTON v. MILWAUKEE AREA TECHNICAL COLLEGE DISTRICT BOARD OF
DIRECTORS (March 8, 2019) , United States Court of Appeals, Seventh Circuit. No. 18-2258.

M.P. EX REL. PETERS v. BOARD OF DIRECTORS OF RAYTOWN CONSOLIDATED SCHOOL DISTRICT NO. 2 (February 21, 2019)
United States District Court, W.D. Missouri, Western Division. No. 4:18-CV-0816-DGK.

BOARD OF DIRECTORS OF WINDSOR OWNERS CORP. v. PLATT (July 10, 2018)
Supreme Court, New York County. Docket No. 155985/2014.

SAD 3 ED. ASS'N v. RSU 3 BD OF DIRECTORS (March 1, 2018)
Supreme Judicial Court of Maine. Docket: Ken-17-75.

BOARD OF DIRECTORS OF WINDSOR OWNERS CORP. v. PLATT (February 2, 2018)
Supreme Court, New York County. Docket No. 155985/14.

RINDAHL v. AVERA MEDICAL GROUP BOARD OF DIRECTORS & ADMINISTRATORS
(November 14, 2017)
United States District Court, D. South Dakota, Southern Division. No. 4:17-CV-04104-RAL.

McCALISTER v. TENNESSEE VALLEY AUTHORITY BOARD OF DIRECTORS
(February 24, 2017) , United States District Court, N.D. Alabama, Northwestern Division.
Case No. 3:14-cv-01569-HGD.

THE BOARD OF DIRECTORS OF RUPPERT YORKVILLE TOWERS CONDOMINIUM v. HAYDEN (February 21, 2017) , Appellate Division of the Supreme Court of New York,
First Department. Motion No. M-305, Index No. 153652/15.

BUSTER v. COMPENSATION COMMITTEE OF THE BOARD OF DIRECTORS OF MECHANICS BANK (June 2, 2016)
United States District Court, N.D. California. No. C 16-01146 WHA.

WELENC v. BOARD OF DIRECTORS OF POLISH AND SLAVIC FEDERAL CREDIT UNION
(March 11, 2016) , Appellate Division of the Supreme Court of New York, Second Department.
Index No. 12933/13, Motion No. 2015-10708, M107951.

DUSMAN v. BOARD OF DIRECTORS OF CHAMBERSBURG AREA SCHOOL DIST.
(March 1, 2016) , Supreme Court of Pennsylvania. Nos. 665, 666 MAL (2015).

U.S. v. BOARD OF DIRECTORS OF TRUCKEE-CARSON IRRIGATION DISTRICT
(January 25, 2016) , United States District Court, D. Nevada. No. 3:95-CV-00757-HDM.

BD. OF DIRECTORS OF ROUGH RIDERS v. SIGNATURE (December 20, 2013)
United States District Court, E.D. New York. No. CV 13-565(LDW)(ETB).

BOARD OF DIRECTORS OF CAMERON GROVE CONDOMINIUM II, ET AL.
v. STATE OF MARYLAND COMM ON HUMAN RIGHTS (August 20, 2012)
Court of Appeals of Maryland. Pet. Docket No. 163.

LANEY v. HOSPITAL BOARD OF DIRECTORS OF LEE COUNTY (December 14, 2010)
United States District Court, M.D. Florida, Fort Myers Division.
Case No. 2:09-cv-678-FtM-29SPC.

BOARD OF DIRECTORS OF TRUCKEE-CARSON IRRIGATION DISTRICT v. U.S.
(November 29, 2010) , Supreme Court of United States. No. 10-396.

GREEN v. BOARD OF DIRECTORS OF PARK CLIFF UNIT OWNERS ASS'N (May 25, 2006)
Court of Appeals of Georgia. No. A06A0365.

LaSALLE NAT. TRUST v. BOARD OF DIRECTORS OF 1100 LAKE SHORE DRIVE
CONDOMINIUM (March 20, 1997) , Appellate Court of Illinois, First District,
Fourth Division. No. 1-95-4064.

SHAFFER v. BOARD OF SCHOOL DIRECTORS, ETC. (December 13, 1982)
United States Court of Appeals, Third Circuit. No. 81-2880.

MILLIKAN v. BOARD OF DIRECTORS (May 22, 1978)
The Court of Appeals of Washington, Division One. No. 5097-1.

BARNES v. BD. OF DIRECTORS, MT. ANTHONY U. H. SCH. DIST. (July 8, 1976)
United States District Court, D. Vermont. Civ. A. No. 74-237.

TRUDELL v. BOARD OF DIRECTORS OF HAZELMERE SCHOOL DIST. 60 (June 21, 1972)
Supreme Court of Washington, En Banc. No. 42421.

HARE v. BOARD OF DIRECTORS, ETC. (October 15, 1957) ,
Supreme Court of Iowa. No. 49243.

Source: www.leagle.com/leaglesearch?page=.....&exact=board of directors

Due by Friday, November 9th

EXHIBIT 13

BALLOT #1 [Majority Vote Needed to Pass (34 of 66)]

The Association shall indemnify the 2017 Board Members (Ben Acord, William Craigo, Denis Esteve, and Brian James), the named Defendants in *Raymond A. Wedlake, individually, and derivatively, on behalf of all Members of the Woodington Homeowners' Association, Inc. (Plaintiff) vs. Benjamin Acord, William Craigo, Denis Esteve, and Brian James in their capacity as the current Board of Directors of Woodington Homeowners' Association, Inc. (Defendants)*, as well as any former Board members, current Board members, or future Board members named as Defendants in any such action, whether criminal, civil, administrative, or otherwise, where their presence in such lawsuit is due to their capacity as members of the Board.

☐ FOR

☐ AGAINST

SIGNATURE OF MEMBER: _____

PRINT NAME OF MEMBER: _____

PROPERTY ADDRESS: _____

DATE: _____

* Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"*

**** THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH****

Due by Friday, November 9th

EXHIBIT 14

BALLOT #3 – [75% of Members Needed to Pass (50 of 66)]

The following Amendment the By-Laws shall be immediately adopted and incorporated into the current By-Laws:

Any Member of the Association filing a legal action, in any form, whether individually or derivatively, against the Association, its Board of Directors, or any Director(s) individually, without showing the support of at least 15% of the Members of the Association by signed petition or affidavit, shall be liable for the legal costs and fees incurred by the named Board Members, the Board, or the Association, unless the member of the Association bringing such action prevails.

☐ FOR

☐ AGAINST

SIGNATURE OF MEMBER: _____

PRINT NAME OF MEMBER: _____

PROPERTY ADDRESS: _____

DATE: _____

* Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"*

**** THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH****

EXHIBIT 15

703 Creekview Drive
Greenville, SC 29607
February 7, 2019

Woodington Homeowners' Association, Inc.
16 Southfield Drive
Greenville, SC 29607

cc: Mr. Scott Bashor
105 Woodside Crossing
Greenville, SC 29607

[Via Priority Mail]

cc: Grant H. Gibson, Esq.
G. Gibson & Associates, LLC
1200 Woodruff Road A-3
Greenville, SC 29607

[Courtesy e-mail to Board]

Subject: Demand for Board to CEASE AND DESIST from paying McCabe

Woodington Board:

Given there is a new member on the Board, please be reminded of a Board's fiduciary duties, which as we all agree, includes abiding by the By-Laws and assuring a Board acts in the best interests of Homeowners. In that regard, it is essential the Board refrain from unapproved disbursements of WHOA funds. Please accept this demand notice that the 2019 Board of Directors **CEASE AND DESIST** from making any future payments to McCabe, Trotter, and Beverly, P.C.(McCabe)! In addition to accepting this notice, please be informed immediate legal action is forthcoming to be sure the Board makes no more disbursements of WHOA funds to McCabe.

The Board has been fully informed by several prior letters of the ill-advised, premature, and the factually-illegal nature of payments to McCabe. **Emphasis** is placed on the **breach** of the By-Law provision - \$1,500 max ceiling for expenditures without Member approval! May I make clear recent ballots were improper? Valid legal arguments can be made that ballots do **NOT** bind anyone who abstained, or voted against, the proposals!

In October 5, 2018, letter to the Board, the Board was informed:

'... Mr. Grote needs to be informed they will **not be paid by WHOA** for any "service" to their clients **which are the 2017 Defendants**. ... **McCabe acted adversely against a best interest for WHOA** on behalf of its clients. Please inform McCabe that **they are finished** with being attorneys "of record" for my Appeal.'

Another letter to Members of October 18, 2018 made these points:

' 3) was improperly billed to WHOA by the defense attorney, since WHOA was **NOT** his client, in **VIOLATION** of his professional ethics and the South Carolina Lawyer's Oath ...

Given the appeal is still pending, shouldn't a decision on indemnification wait until after a final judgment? Indemnification only applies if the party is "successful". That's not the case at this time

since the Court has not made a final decision as to who the successful party is. What if the Court ends up deciding Defendants have not been successful, and decides against them? If the law firm has already been paid money, it will NEVER be returned to WHOA! The Board is "jumping the gun"!

The attorney representing the 2017 Board violated the "South Carolina Lawyer's Oath" by improperly billing WHOA, who was not his client ... why should any Member pay any part of a legal bill that was never approved by Members, when it was covertly run up by the 2017 Board? ...!

In a letter to Members (which included the Board) of November 2, 2018, the Board was told:

'... Board, who should be abstaining from voting as Proxy for non-returned ballots, continue to ignore "protections for Members that were built into our By-Laws"! The By-Laws do NOT ALLOW A BOARD TO SPEND more than \$1500 WITHOUT MEMBER APPROVAL, which was never obtained by the 2017 Board in running up an immense legal bill!

* a "Legal Fees" budgeted-line item was \$1300 for 2017 ...

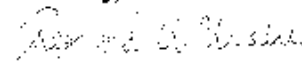
... [payment to McCabe] actions would be more than improper, they would be unlawful! ... force any Member TO PAY, against their wishes, a bill that DOES NOT BELONG TO WHOA, ...'

In a November 5, 2018 letter, the Board was further informed of these points:

'... the Board has absolutely no legal right ... to "accept" more legal expenses on behalf of Defendants that do not belong to WHOA. Thirdly, as required by the By-Laws, the Board must receive by vote at a duly held meeting (or by ballot), Member approval to spend more than \$1500 for a non-budgeted legal expense. ...'

May I ask that you consider this notice carefully? I truly hope you will confirm your willingness to cease and desist from future payments to McCabe as requested? To avoid this issue from becoming a matter for the courts, it is essential that I hear back from you before February 13, 2019. Thank you.

Sincerely,



Raymond A. Wedlake 864-254-9262

wedlakera@mail.com

EXHIBIT 16

703 Creekview Drive
Greenville, SC 29607
February 17, 2019

Woodington Homeowners' Association, Inc. cc: Mr. Scott Bashor
16 Southfield Drive 105 Woodside Crossing
Greenville, SC 29607 Greenville, SC 29607

[Courtesy e-mail to Board]

Subject: Please Comply with the Law - Indemnification Requirements

Woodington Board:

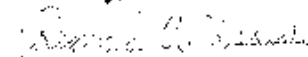
As stated in a Board message, a first-so-called "indemnification payment" of \$6600 was paid to McCabe, Trotter, and Beverly, P.C. (McCabe). This payment represents a **VIOLATION** of South Carolina law as found in the "Nonprofit Corporation Act of 1994 (NPCA)" (relevant excerpts of pertinent NPCA Sections are appended). Please recognize the Board must comply with the NPCA in order to make indemnification payments lawfully. The law was not followed, and yet a first indemnification payment was made! Please accept this notice that if the Board does **NOT COMPLY** with **the law**, legal action against the Board will be considered. Please verify the Board's intent to comply with the law **before February 24, 2019**.

As was summarized in my handout given to Members at the Annual Meeting, the Board must produce **WRITTEN AFFIRMATION** as required by NPCA. Since my Appeal against the 2017 Board is still pending, a prior indemnification payment represents paying "Advances for expenses", and thus NPCA Section 33-31-853 applies. This Section states requirements which must be met before such "advances for expenses" can be done, 853(a) [emphasis added]:

- (1) the director furnishes the corporation a **written affirmation** of his **good faith belief** that he has **met the standards of conduct ...**
- (2) the director furnishes the corporation a **written undertaking ...** to **repay the advance** if it is **ultimately determined** that the director **did not meet the standard of conduct ...**

Please be sure to read all applicable Sections of NPCA and plan to comply with the law before any future indemnification payments are made! If the the law is not heeded and the Board does [not] comply with the law, then the Board will not only be in violation of the NPCA, but will also have breached your fiduciary duty! Both of these violations will be addressed.

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakeram@mail.com

APPENDIX

SECTION 33#31#851. Authority to indemnify.

(a) Except as provided in subsection (d), a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if the individual:

- (1) conducted himself in good faith; and
- (2) reasonably believed:
 - (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; and
 - (ii) in all other cases, that his conduct was at least not opposed to its best interests; and
- (3) in the case of a criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

(b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirements of subsection (a)(2)(ii).

(c) The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(d) A corporation may not indemnify a director under this section:

- (1) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or
- (2) in connection with any other proceeding charging improper personal benefit to the director, whether or not involving action in his official capacity, in which the director was adjudged liable on the basis that personal benefit was improperly received by the director.

(e) Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

SECTION 33#31#853. Advances for expenses.

(a) A corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

- (1) the director furnishes the corporation a written affirmation of his good faith belief that he has met the standards of conduct described in Section 33#31#851;
- (2) the director furnishes the corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that the director did not meet the standard of conduct; and
- (3) a determination is made that the facts then known to those making the determination would not preclude indemnification under this chapter.

(b) The undertaking required by subsection (a)(2) must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this section must be made in the manner specified in Section 33#31#855.

SECTION 33#31#855. Determination and authorization of indemnification.

(a) A corporation may not indemnify a director under Section 33#31#851 unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because the director has met the standard of conduct set forth in Section 33#31#851.

(b) The determination must be made:

(1) by the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding;

(2) if a quorum cannot be obtained under item (1), by majority vote of a committee duly designated by the board of directors, in which designation directors who are parties may participate, consisting solely of two or more directors not at the time parties to the proceeding;

(3) by special legal counsel:

(i) selected by the board of directors or its committee in the manner prescribed in item (1) or (2); or

(ii) if a quorum of the board cannot be obtained under item (1) and a committee cannot be designated under item (2), selected by majority vote of the full board, in which selection directors who are parties may participate; or

(4) by the members of a mutual benefit corporation.

Directors who are at the time parties to the proceeding may not vote on the determination.

(c) Authorization of indemnification and evaluation as to reasonableness of expenses must be made in the same manner as the determination that indemnification is permissible, except that if the determination is made by special legal counsel, authorization of indemnification and evaluation as to reasonableness of expenses must be made by those entitled under subsection (b)(3) to select counsel.

(d) A director of a public benefit corporation may not be indemnified until twenty days after the effective date of written notice to the Attorney General of the proposed indemnification.

EXHIBIT 17

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE	)	C.A. No.: 2019-CP-23-01501
Raymond A. Wedlake, as a Member of the	)	
Woodington Homeowners' Association,	)	
Inc.	)	
	)	AFFIDAVIT OF
Plaintiff,	)	CHRISTOPHER EDWARDS
	)	
v.	)	
Scott Bashor, William Craig, Christopher	)	
Edwards, Denis Esteve and Charles Koshis	)	
in their capacity as Members of the current	)	
Board of Directors of Woodington	)	
Homeowners' Association, Inc.	)	
	)	
and	)	
Doe Entities 1-10, and John & Jane Does	)	
1-10	)	
Defendants.	)	

PERSONALLY APPEARED before me Christopher Edwards who first being duly sworn deposes and states as follows:

1. I am currently a resident of Greenville County, South Carolina, and served on the Woodington Homeowners' Association Board ("Board") in the capacity of President from April of 2018 through April 15, 2019.

2. I lived in the Woodington community and was Woodington Homeowners' Association ("WHOA") member for 10 years and 8 months (August of 2008 until April of 2019). My family and I had anticipated moving out of the community in the next couple years, but we accelerated that process due to the unnecessary stress and aggravation brought about by the ongoing and continuous lawsuits filed by the plaintiff, Raymond Wedlake.

3. I am a named defendant in this case in my capacity as a former board member, and I am advised that I may have relevant, substantive testimony in this case and will most likely be called as witnesses at trial.

4. In April 2018, the Woodington Homeowners Association ("WHOA"), elected its 2018 Board, in which Charles Koshis, Denis Esteve, William Craigo, Mike Keels and myself were duly elected.

5. Plaintiff had previously sued the 2017 WHOA Board in a case titled *Raymond A. Wedlake, individually and derivatively, on behalf of all Members of The Woodington Homeowners' Association, Inc., v. Benjamin Acord, William Craigo, Denis Esteve, and Brian James in their capacity as the current Board of Directors of the Woodington Homeowners' Association, Inc., and Association Management Group SC, Inc., C.A. No.: 2017-CP-23-06301*. It is my understanding that this suit was for a declaratory judgment as it pertained to the interpretation of the WHOA bylaws. Plaintiff also sought nominal damages and attorney's fees. The WHOA board retained the services of the law firm of McCabe, Trotter & Beverly, P.C. to represent them in that action. The WHOA Board in that action is still being represented by the law firm of McCabe, Trotter & Beverly, P.C. in the pending appeal of that action.

6. On July 13, 2018, the 2018 WHOA Board received a legal bill from McCabe, Trotter and Beverly, P.C. in the amount of \$53,684.50 for legal services rendered in the defense of plaintiff's lawsuit against the 2017 WHOA Board. This bill was subsequently reduced to \$33,000.00

7. On August 21, 2018, the Special Meeting was held, at which I was present, to update all members on events affecting the Association, including the pending lawsuits brought against the WHOA Board by the plaintiff. Mr. Wedlake was present at this meeting.

8. On October 11, 2018, the WHOA Board sent a mailing to all members of the WHOA which included a proposed referendum pertaining to the indemnification of the WHOA Board for legal fees incurred defending against plaintiff's first lawsuit, and a proposed "payment plan," which included two temporary WHOA members' dues increases of \$50.00 and a one-time assessment of \$100.00.

9. On October 30, 2018, a Special Meeting was held, at which I was present, to discuss current events, detail the ballots and their purpose, and answer any questions WHOA members has as it related to the Ballots.

10. November 9, 2018 was the due date for the ballots that were sent out October 11, 2018. Forty One (41) total ballots were returned. :

- Ballot #1 (Indemnification) – PASSED
 - 53 FOR (29 returned and 24 Board Proxies)
 - 12 Against
- Ballot #2 (Payment Plan) – PASSED
 - 56 FOR (32 returned and 24 Board Proxies)
 - 9 Against

11. On December 6, 2018, a Special Meeting was held, in which I was present, in which the ballot results were provided to all WHOA members.

12. On January 11, 2019, the WHOA Board sent a letter out to all WHOA members which detailed the ballot results and advised of the annual meeting scheduled for January 24, 2019.

13. On January 24, 2019, the Annual Meeting of the WHOA was held, at which I was present. The annual WHOA budget was presented in detail by the Treasurer, Denis Esteve. The budget included line items matching the additional funds to be collected by the approved

Payment Plan and corresponding payments of Legal Fees. The Budget was passed by verbal vote of those in attendance. It is my understanding that the plaintiff, Raymond Wedlake was the only WHOA member present who voted against the proposed budget.

14. Throughout this entire process, the WHOA Board has acted in accordance to Article 17, Section 3 of the WHOA bylaws, its Covenants and the South Carolina Non-Profit Corporation Act in obtaining approval from the majority of the WHOA members for the proposals for indemnification and a structured repayment plan of the legal fees incurred in defending against plaintiff's lawsuit.

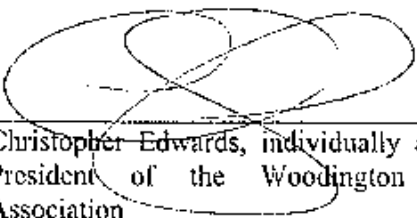
15. It is my understanding that Article 17, Section 3 of the WHOA bylaws have been in place since 2001, when they were approved by the members of the WHOA, and subsequently adopted by the WHOA Board following its approval. At the time these bylaws were approved and subsequently adopted by the WHOA, the plaintiff, Raymond Wedlake, was a member of the WHOA Board in the position of Secretary.

16. It is also my understanding that the plaintiff, Raymond Wedlake, as Secretary, and as a member of the WHOA Board in 2001, helped draft Article 17, Section 3 of the WHOA bylaws, the same bylaw which he now seeks to invalidate by his filing of this lawsuit.

17. As the former President of the WHOA Board, I believe that the Board's actions were reasonable and in the best interest of the Association. The Board's actions were done in accordance with its bylaws, Covenants and South Carolina Non-Profit Corporation Act, and in no way has the Board acted in a grossly negligent manner in representing the Association at any

time during the course of the various past and current lawsuits brought by the plaintiff against different incarnations of the WHOA Board.

FURTHER THE AFFIANT SAYETH NOT.


Christopher Edwards, individually and as Former
President of the Woodington Homeowners
Association

SWORN TO AND SUBSCRIBED before
me this 1 day of February, 2020.


Notary Public For South Carolina
My Commission Expires: 1/5/2026





Department
of the
Treasury
Internal
Revenue
Service

Publication 557
(Rev. January 2020)

Cat. No. 48573C

Tax-Exempt Status for Your Organization



Get forms and other information faster and easier at:

- [IRS.gov](https://www.irs.gov) (English)
- [IRS.gov/Spanish](https://www.irs.gov/es) (Español)
- [IRS.gov/Korean](https://www.irs.gov/ko) (한국어)
- [IRS.gov/Russian](https://www.irs.gov/ru) (Русский)
- [IRS.gov/Chinese](https://www.irs.gov/zh) (中文)
- [IRS.gov/Vietnamese](https://www.irs.gov/vietnam) (Tiếng Việt)

Contents

What's New	2
Reminders	2
Introduction	2
Chapter 1. Application, Approval, and Appeal Procedures	2
Application Procedures	2
Forms Required	2
Required Information and Documents	4
Miscellaneous Procedures	4
Determination Letters	5
Effective Date of Exemption	5
Revocation of Exemption	5
Appeal Procedures	5
Independent Office of Appeals Consideration	5
Administrative Remedies	7
Appeal to Courts	7
Group Exemption Letter	5
Central Organization	5
Application Procedure	5
Keeping the Group Exemption Letter in Force	5
Events Causing Loss of Group Exemption	9
Chapter 2. Filing Requirements and Required Disclosures	9
Annual Information Returns	10
Unrelated Business Income Tax Return	12
Employment Tax Returns	12
Political Organization Income Tax Return	12
Reporting Requirements for a Political Organization	14
Donee Information Return	13
Information Provided to Donors	13
Report of Cash Received	13
Public Inspection of Exemption Applications, Annual Returns, and Political Organization Reporting Forms	15
Required Disclosures	20
Solicitation of Nondeductible Contributions	20
Sales of Information or Services Available Free from Government	20
Dues Used for Lobbying or Political Activities	20
Miscellaneous Rules	21
Organizational Changes and Exempt Status	21
Modify or Obtain an NTEE Code	21
Chapter 3. Section 501(c)(3) Organizations	22
Contributions to 501(c)(3) Organizations	22
Application for Recognition of Exemption	23
Articles of Organization	23

Organization Reference Chart

Section of 1986 Code	Description of organization	General nature of activities	Application Form ¹	Annual return required to be filed	Contributions allowable
501(c)(1)	Corporations Organized under Act of Congress (including Federal Credit Unions)	Instrumentalities of the United States	No Form	None	Yes, if made for exclusively public purposes
501(c)(2)	Title Holding Corporation For Exempt Organization	Holding title to property of an exempt organization and distributing net income to it	1024	990 ² or 990-EZ ³	No ³
501(c)(3)	Religious, Educational, Charitable, Scientific, Literary, Testing for Public Safety, to Foster National or International Amateur Sports Competition, or Prevention of Cruelty to Children or Animals Organizations	Activities of nature implied by description of class of organization	1023 ¹⁶ , 1023-EZ ¹⁶	990 ² or 990-EZ ³ , or 990-PF	Yes, generally
501(c)(4)	Civic Leagues, Social Welfare Organizations; and Local Associations of Employees	Promotion of community welfare; charitable, educational, or recreational	Must provide notice on Form 8976; may also submit Form 1024-A	990 ² or 990-EZ ³	No, generally ^{3, 4}
501(c)(5)	Labor, Agricultural, and Horticultural Organizations	Educational or instructive, the purpose being to improve conditions of work, and to improve products and/or efficiency	1024	990 ² or 990-EZ ³	No ³
501(c)(6)	Business Leagues, Chambers of Commerce, Real Estate Boards, etc.	Improvement of business conditions of one or more lines of business	1024	990 ² or 990-EZ ³	No ³
501(c)(7)	Social and Recreational Clubs	Pleasure, recreation, social activities	1024	990 ² or 990-EZ ³	No ³
501(c)(8)	Fraternal Beneficiary Societies and Associations	Providing for payment of life, sickness, accident or other benefits to members within a lodge system	1024	990 ² or 990-EZ ³	Yes, if for certain Sec. 501(c)(3) purposes
501(c)(9)	Voluntary Employees Beneficiary Associations	Employee association providing for payment of life, sickness, accident, or other benefits to members	1024	990 ² or 990-EZ ³	No ³
501(c)(10)	Domestic Fraternal Societies and Associations	Earnings devoted to charitable, fraternal, and other specified purposes within a domestic lodge system. No benefits to members	1024	990 ² or 990-EZ ³	Yes, if for certain Sec. 501(c)(3) purposes
501(c)(11)	Teachers' Retirement Fund Associations	Teachers' association for payment of retirement benefits	Letter ⁷	990 ² or 990-EZ ³	No ³
501(c)(12)	Benevolent Life Insurance Associations, Mutual Ditch or Irrigation Companies, Mutual or Cooperative Telephone Companies, and Like Organizations	Activities of a mutual or cooperative nature	1024	990 ² or 990-EZ ³	No ³
501(c)(13)	Cemetery Companies	Burials and incidental activities	1024	990 ² or 990-EZ ³	Yes, generally
501(c)(14)	State-Chartered Credit Unions, Mutual Reserve Funds	Loans to members	Letter ⁷	990 ² or 990-EZ ³	No ³
501(c)(15)	Mutual Insurance Companies or Associations	Providing insurance to members substantially at cost	1024	990 ² or 990-EZ ³	No ³
501(c)(16)	Cooperative Organizations to Finance Crop Operations	Financing crop operations in conjunction with activities of a marketing or purchasing association	Form 1120-C, Letter ⁷	990 ² or 990-EZ ³	No ³
501(c)(17)	Supplemental Unemployment Benefit Trusts	Provides for payment of supplemental unemployment compensation benefits	1024	990 ² or 990-EZ ³	No ³
501(c)(18)	Employee Funded Pension Trusts (created before June 25, 1959)	Payment of benefits under a pension plan funded by employees	Letter ⁷	990 ² or 990-EZ ³	No ³
501(c)(19)	Post or Organization of Past or Present Members of the Armed Forces	Activities implied by nature of organization	1024	990 ² or 990-EZ ³	No, generally ⁴
501(c)(21)	Black Lung Benefit Trusts	Funded by coal mine operators to satisfy their liability for disability or death due to black lung diseases	Letter ⁷	990-BL	No ⁵

Section of 1996 Code	Description of organization	General nature of activities	Application Form ¹	Annual return required to be filed	Contributions allowable
501(c)(22)	Withdrawal Liability Payment Fund	To provide funds to meet the liability of employers withdrawing from a multi-employer pension fund	Letter ⁷	990 ² or 990-EZ ³	No ⁶
501(c)(23)	Veterans' Organization (created before 1980)	To provide insurance and other benefits to veterans	Letter ⁷	990 ² or 990-EZ ³	No, generally ³
501(c)(25)	Title Holding Corporations or Trusts with Multiple Parent Corporations	Holding title and paying over income from real property to 35 or fewer parents or beneficiaries	1024	990 ² or 990-EZ ³	No
501(c)(26)	State-Sponsored Organization Providing Health Coverage for High-Risk Individuals	Provides health care coverage to high-risk individuals	Letter ⁷	990 ² or 990-EZ ³	No
501(c)(27)	State-Sponsored Workers' Compensation Reinsurance Organization	Reimburses members for losses under workers' compensation acts	Letter ⁷	990 ² or 990-EZ ³	No
501(c)(28)	National Railroad Retirement Investment Trust	Manages and invests the assets of the Railroad Retirement Account	No Form	990 ¹²	No ¹²
501(c)(29)	CO-OP health insurance issuers	A qualified health insurance issuer which has received a loan or grant under the CO-OP program	Letter and Form 8718 ¹⁵	990 ²	No ¹⁴
501(d)	Religious and Apostolic Associations	Regular business activities; Communal religious community	No Form	10615 ¹³	No ³
501(e)	Cooperative Hospital Service Organizations	Performs cooperative services for hospitals	1023	990 ² or 990-EZ ³	Yes
501(f)	Cooperative Service Organizations of Operating Educational Organizations	Performs collective investment services for educational organizations	1023	990 ² or 990-EZ ³	Yes
501(k)	Child Care Organizations	Provides care for children	1023	990 ² or 990-EZ ³	Yes
501(n)	Charitable Risk Pools	Pools certain insurance risks of sec. 501(c)(3) organizations	1023	990 ² or 990-EZ ³	Yes
501(q)	Credit Counseling Organization	Credit counseling services	1023	990 ¹³	No
521(a)	Farmers' Cooperative Associations	Cooperative marketing and purchasing for agricultural procedures	1028	1120-C	No
527	Political organizations	A party, committee, fund, association, etc., that directly or indirectly accepts contributions or makes expenditures for political campaigns	9871	1120-POL ¹¹ 990 ² or 990-EZ ³	No

¹ Most 501(c) organizations, other than those described in sections 501(c)(3) (exceptions apply), (9), and (17), may, but are not required to, submit an application for recognition of tax exempt status from the IRS. These organizations may self-declare their tax exempt status by operating within the requirements of the applicable code section and filing the required annual returns or notices.

² For exceptions to the filing requirement, see chapter 2 and the form instructions. Note: For annual tax periods beginning after 2008, most tax-exempt organizations, other than churches, are required to file an annual Form 990, 990-EZ, or 990-PF with the IRS or to submit an annual electronic notice, Form 990-N (e-Postcard), to the IRS. Tax-exempt organizations failing to file an annual return or submit an annual notice as required for 3 consecutive years will automatically lose their tax-exempt status. See form instructions as to which 990 series, and other series, forms, after the Taxpayer First Act, are required to be filed electronically.

³ An organization exempt under a subsection of section 501 other than 501(c)(3) can establish a charitable fund, contributions to which are deductible. Such a fund must itself meet the requirements of section 501(c)(3) and the related notice requirements of section 508(a).

⁴ Contributions to volunteer fire companies and similar organizations are deductible, but only if made for exclusively public purposes.

⁵ Deductible as a business expense to the extent allowed by section 192.

⁶ Deductible as a business expense to the extent allowed by section 194A.

⁷ Application is by letter to the address shown on Form 8718. A copy of the organizing document should be attached and the letter should be signed by an officer.

⁸ Contributions to these organizations are deductible only if 90% or more of the organization's members are war veterans.

⁹ For limits on the use of Form 990-EZ, see chapter 2 and the general instructions for Form 990-EZ (or Form 990).

¹⁰ Although the organization files a partnership return, all distributions are deemed dividends. The members aren't entitled to pass-through treatment of the organization's income or expenses.

¹¹ Form 1120-POL is required only if the organization has taxable income as defined in section 527(c).

¹² Only required to annually file so much of the Form 990 that relates to the names and addresses of the officers, directors, trustees, and key employees, and their titles, compensation, and hours devoted to their positions (Part VII of Form 990), and to complete item 1 in the heading of Form 990 to confirm its tax-exempt status under section 501(c)(28).

¹³ See section 501(q) if the organization provides credit counseling services and seeks recognition of exemption under section 501(c)(4). Use Form 1024-A if applying for recognition under section 501(c)(1).

¹⁴ See section 501(c)(29) for details.

¹⁵ See Rev. Proc. 2015-17, sec. 4.01, 2015-7 I.R.B. 599, for details.

¹⁶ As of January 31, 2020, Forms 1023 will be required to be filed electronically. See Rev. Proc. 2020-8, as amended by Rev. Proc. 2020-6, and [irs.gov](https://www.irs.gov), for instructions and more information.



THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Master In Equity

Appellate Case No. 2018-001209
Common Pleas Case No. 2017-CP-23-6301

Raymond A. Wedlake, individually and
derivatively, on behalf of all Members of
Woodington Homeowners' Association, Inc. Appellant,

v.

Benjamin Acord, William Cralgo, Denis
Esteve, and Brian James in their capacity
as the current Board of Directors of the
Woodington Homeowners' Association, Inc. Respondents.

AFFIDAVIT OF BRIAN JAMES

Respondents' Motion to Dismiss
and Supporting Memorandum
Exhibit A

8

1

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me, Brian James, who after being sworn, deposes and says that:

1. The facts stated herein are true and are based on my own personal knowledge. Further, I am of the age of majority and am competent to testify as to the matters stated herein.
2. I was elected to serve as one of the Directors for Woodington Homeowners' Association, Inc. at an annual meeting held on January 10, 2017.
3. At the time of the filing of Appellant/Plaintiff's Complaint in this action, the Board of Directors for Woodington Homeowners' Association, Inc. consisted solely of the four Respondents, Brian James, William Craigo, Denis Esteve, and Benjamin Acord. At the time of trial on April 20, 2018, all of the Respondents were still serving as directors and constituted four out of the five directors for Woodington Homeowners' Association, Inc. However, since the time of trial, the composition of the Board of Directors has changed. I did not run for re-election and am no longer a director or officer for Woodington Homeowners' Association, Inc. At this time, none of the four (4) Respondents are serving as directors or officers for Woodington Homeowners' Association, Inc.

FURTHER AFFIANT SAYETH NOT.

Brian James
Brian James

Sworn to and subscribed before me
this 15 day of July, 2019.

Michelle Armitage
Notary Public for South Carolina
My Commission Expires: 6/8/2020





THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Master in Equity

Appellate Case No. 2018-001209
Common Pleas Case No. 2017-CP-23-6301

Raymond A. Wedlake, individually and
derivatively, on behalf of all Members of
Woodington Homeowners' Association, Inc. Appellant,

v.

Benjamin Acord, William Craigo, Denis
Esteve, and Brian James in their capacity
as the current Board of Directors of the
Woodington Homeowners' Association, Inc. Respondents,

AFFIDAVIT OF WILLIAM CRAIGO

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me, William Craigo, who after being sworn, deposes and says that:

1. The facts stated herein are true and are based on my own personal knowledge. Further, I am of the age of majority and am competent to testify as to the matters stated herein.
2. I was elected to serve as one of the Directors for Woodington Homeowners' Association, Inc. at an annual meeting held on January 10, 2017.
3. At the time of the filing of Appellant/Plaintiff's Complaint in this action, the Board of Directors for Woodington Homeowners' Association, Inc. consisted solely of the four Respondents, Brian James, William Craigo, Denis Esteve, and Benjamin Acord. At the time of trial on April 20, 2018, all of the Respondents were still serving as directors and constituted four out of the five directors for Woodington Homeowners' Association, Inc. However, since the time of trial, the composition of the Board of Directors has changed. Brian James and Benjamin Acord did not run for re-election and are no longer Directors for Woodington Homeowners' Association, Inc. While I was re-elected after the time of trial, I have resigned my position on the Board of Directors. Consequently, I am no longer serving as a director or officer for Woodington Homeowners' Association, Inc. At this time, none of the four (4) Respondents are serving as directors or officers for Woodington Homeowners' Association, Inc.

FURTHER AFFIANT SAYETH NOT.

William Craigo
William Craigo

Sworn to and subscribed before me
this 23 day of July, 2019.

Ramona L. DeLoach
Notary Public for South Carolina
My Commission Expires: 12/14/2026





THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Master In Equity

Appellate Case No. 2018-001209
Common Pleas Case No. 2017-CP-23-6301

Raymond A. Wedlake, individually and
derivatively, on behalf of all Members of
Woodington Homeowners' Association, Inc. Appellant,

v.

Benjamin Acord, William Craigo, Denis
Esteve, and Brian James in their capacity
as the current Board of Directors of the
Woodington Homeowners' Association, Inc. Respondents.

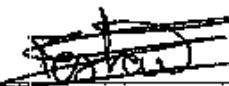
AFFIDAVIT OF DENIS ESTEVE

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

PERSONALLY APPEARED before me, Denis Esteve, who after being sworn, deposes and says that:

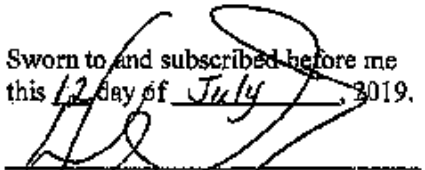
1. The facts stated herein are true and are based on my own personal knowledge. Further, I am of the age of majority and am competent to testify as to the matters stated herein.
2. I was elected to serve as one of the Directors for Woodington Homeowners' Association, Inc. at an annual meeting held on January 10, 2017.
3. At the time of the filing of Appellant/Plaintiff's Complaint in this action, the Board of Directors for Woodington Homeowners' Association, Inc. consisted solely of the four Respondents, Brian James, William Craigo, Denis Esteve, and Benjamin Acord. At the time of trial on April 20, 2018, all of the Respondents were still serving as directors and constituted four out of the five directors for Woodington Homeowners' Association, Inc. However, since the time of trial, the composition of the Board of Directors has changed. Brian James and Benjamin Acord did not run for re-election and are no longer Directors for Woodington Homeowners' Association, Inc. While I was re-elected after the time of trial, I recently moved out of the Woodington Subdivision and resigned my position on the Board of Directors. Consequently, I am no longer serving as a director or officer for Woodington Homeowners' Association, Inc. At this time, none of the four (4) Respondents are serving as directors or officers for Woodington Homeowners' Association, Inc.

FURTHER AFFIANT SAYETH NOT.



Denis Esteve

Sworn to and subscribed before me
this 12 day of July, 2019.



Notary Public for South Carolina
My Commission Expires: 30 July 2019





THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Master In Equity

Appellate Case No. 2018-001209
Common Pleas Case No. 2017-CP-23-6301

Raymond A. Wedlake, individually and
derivatively, on behalf of all Members of
Woodington Homeowners' Association, Inc. Appellant,

v.

Benjamin Acord, William Craigo, Denis
Esteve, and Brian James in their capacity
as the current Board of Directors of the
Woodington Homeowners' Association, Inc. Respondents.

AFFIDAVIT OF BENJAMIN ACORD

1
Respondents' Motion to Dismiss
and Supporting Memorandum
Exhibit D

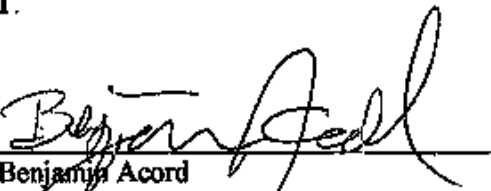
14

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

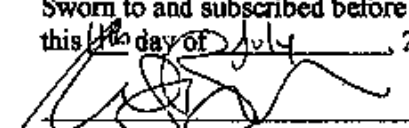
PERSONALLY APPEARED before me, Benjamin Acord, who after being sworn, deposes and says that:

1. The facts stated herein are true and are based on my own personal knowledge. Further, I am of the age of majority and am competent to testify as to the matters stated herein.
2. I was elected to serve as one of the Directors for Woodington Homeowners' Association, Inc. at an annual meeting held on January 10, 2017.
3. At the time of the filing of Appellant/Plaintiff's Complaint in this action, the Board of Directors for Woodington Homeowners' Association, Inc. consisted solely of the four Respondents, Brian James, William Craigo, Denis Esteve, and Benjamin Acord. At the time of trial on April 20, 2018, all of the Respondents were still serving as directors and constituted four out of the five directors for Woodington Homeowners' Association, Inc. However, since the time of trial, the composition of the Board of Directors has changed. I did not run for re-election and am no longer a director or officer for Woodington Homeowners' Association, Inc. At this time, none of the four (4) Respondents are serving as directors or officers for Woodington Homeowners' Association, Inc.

FURTHER AFFIANT SAYETH NOT.


Benjamin Acord

Sworn to and subscribed before me
this 14th day of July, 2019.


Notary Public for South Carolina
My Commission Expires: 02/02/2022

MEAGAN BAUMGARNER
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES 02/07/22

EXHIBIT 21

Year 2019

Year 2020

-Income-	Actual Cost	Budget	Difference	Projected Cost
HOA Dues	\$13,200	\$13,200	\$0	\$13,200
Temporary Due Increase	\$8,700	\$9,900	\$1,200	\$3,300
TOTAL:	\$21,900	\$23,100	\$1,600	\$19,200
-Administrative-				
Legal Fees	\$13,200	\$19,800	\$6,600	\$13,200
Insurance	\$1,130	\$1,500	\$370	\$1,300
Management Services	\$0	\$0	\$0	\$0
Misc.	\$21	\$50	\$29	\$50
ADM Fees	\$734.38	\$800	\$65.62	\$500
TOTAL:	\$15,085.38	\$22,150	\$7064.62	\$8,450
-Landscape-				
Landscape Contract	\$3,300	\$3,300	\$0	\$3,300
Landscaper repairs	\$0	\$800	\$800	\$500
Other	\$0	\$0	\$0	\$0
TOTAL:	\$3,300	\$4,100	\$800	\$3,800
-Maintenance & Repair-				
General Maintenance	\$84.78	\$200	\$115.22	\$200
Other	\$0	\$0	\$0	\$0
TOTAL:	\$84.78	\$200	\$115.22	\$200
-Utilities-				
Electricity	\$1708.62	\$1,800	\$91.38	\$1,800
Water & Sewer	\$125.02	\$200	\$74.98	\$200
TOTAL:	\$1833.64	\$2,000	\$166.36	\$2,000

pay McCabe, only

*Potential Additional Legal Fees as of This Date:
 \$13,200 2017 Appeal: \$63,000
 \$1,300 2018 Case: \$30,000

Account Balance EOY: \$10,584.03

6600 Jan 3
 8994 left
 2384 Escrow

EXHIBIT 22

Model Code of Ethics for Community Association Board Member

This model code of ethics is not meant to address every potential ethical dilemma encountered by a community association board member, but is offered as a basic framework that can be modified and adopted by any common-interest community.

Board members should:

- Strive at all times to serve the best interests of the association as a whole regardless of their personal interests.
- Use sound judgment to make the best possible business decisions for the association, taking into consideration all available information, circumstances and resources.
- Act within the boundaries of their authority as defined by law and the governing documents of the association.
- Provide opportunities for residents to comment on decisions facing the association.
- Perform their duties without bias for or against any individual or group of owners or non-owner residents.
- Disclose personal or professional relationships with any company or individual who has or is seeking to have a business relationship with the association.
- Conduct open, fair and well-publicized elections.
- Always speak with one voice, supporting all duly-adopted board decisions even if the board member was in the minority regarding actions that may not have obtained unanimous consent.

Board members should not:

- Reveal confidential information provided by contractors or share information with those bidding for association contracts unless specifically authorized by the board.
- Make unauthorized promises to a contractor or bidder.
- Advocate or support any action or activity that violates a law or regulatory requirement.
- Use their positions or decision-making authority for personal gain or to seek advantage over another owner or non-owner resident.
- Spend unauthorized association funds for their own personal use or benefit.
- Accept any gifts—directly or indirectly—from owners, residents, contractors or suppliers.
- Misrepresent known facts in any issue involving association business.
- Divulge personal information about any association owner, resident or employee that was obtained in the performance of board duties.
- Make personal attacks on colleagues, staff or residents.
- Harass, threaten or attempt through any means to control or instill fear in any board member, owner, resident, employee or contractor.
- Reveal to any owner, resident or other third party the discussions, decisions and comments made at any meeting of the board properly closed or held in executive session.

Center for

Visit www.caionline.org; write cai-info@caionline.org;
call (888) 224-4321 (M–F, 9–6:30 ET)

Association
Volunteers

EXHIBIT 23

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: RE: Please Agree to Avoid More Legal Fees
Date: Sat, 8 Feb 2020 21:37:09

Woodington Board:

Thank you for a reply to my message of 02 Feb. Confusion is noted. Please correct if I misunderstand. Please explain if you think I am wrong.

The term "Board" herein denotes the collective entity of Mona Craigo, Edward Decker, and Sandra LaCroix.

With good faith on my part to dismiss my Court cases, and with intent to save WHOA Members from more legal fees, a reply from "woodingtonhoa@gmail.com" was not on point. The reply made no attempt to address the issue to save Member from more legal fees.

My request of 02 Feb did **NOT**:

- a) claim Board is a party to any lawsuit;
- b) claim individual Board members are a party to any lawsuit;
- c) ask Board to speak for any other party;
- d) ask Board to communicate with regard to legal cases;
- e) refer to attorneys involved with case parties.

My request of 02 Feb **DID**:

- a) ask Board to sign a proposed agreement, where signers were: Mona Craigo, Edward Decker, Sandra LaCroix, Raymond Wedlake;
- b) ask for a simple "**Yes**" or "**No**" answer for would you sign an agreement before 04 Feb (this was ignored by Board);
- c) sign the agreement before 09 Feb.

At/after the Annual Meeting of 30 Jan:

- a) Mona Craigo, Edward Decker, and Sandra LaCroix were elected to the 2020 Board of Directors
- b) Board have a fiduciary duty to act in a best interest for WHOA Members - that is: to avoid more-unnecessary-legal fees
- c) Board are the **ONLY** governing entity (nobody else)
- d) Board must assume responsibility for WHOA

Board violates their duty if they try to shrug off duties and powers owned by the Board upon others.

In future replies from "woodingtonhoa@gmail.com", whoever replies should plan to include a SIGNATURE LINE showing any (or all) of the following:

- a) The Woodington Board
- b) Mona Craig, Board [President [or other]]
- c) Edward Decker, Board [Treasurer [or other]]
- d) Sandra LaCroix, Board [Secretary [or other]]
- e) Based upon advice from [law firm or attorney]

where if not "a)", then additional clarification would be appreciated. I would actually prefer to hear individual opinions, as long as such opinion identifies (an) owner(s).

Please invite me to a special Board meeting, if that might help to facilitate understanding by everyone. As stated previously, time sensitivity is extreme - I can no longer wait and delay needed-Court-case decisions.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 24

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: Your Fees ; 2019-CP-23-00269
Date: Fri, 28 Feb 2020 16:41:58

Woodington Board:

Please plan a meeting to meet with me to discuss to whom legal fees belong. Do they belong to WHOA? If so, are you authorizing payment from WHOA funds of additional legal fees? As I think all have agreed, you can't do that without Member approval for more than \$1500, since no legal fees are contained in the Budget passed at the Special Meeting (except for McCabe, Trotter, and Beverly).

Please note that Ms. O'Brian wants an answer by 03 March. So, an immediate meeting is required.

If you will not meet with me, is Mr. Gibson (who was a former, licensed Mediator in South Caroline) an alternative? As you are aware, Mr. Gibson does not represent me relative to Case 2019-CP-23-00269.

Please let me hear ASAP! Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 25

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: Please Provide Special Meeting Information
Date: Sat, 29 Feb 2020 08:37:09

Woodington Board:

Would you be so kind, please, to correct and add to my list (Appendix) of Members who attended the Special Meeting on 26 Feb 2020, and give feedback to me? A statement of 12 proxies was made. I would like a list of which Members gave proxies for this meeting. Please inform me how I can obtain copies of these 12 proxies.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

----- Appendix -----

Special Meeting 26 Feb 2020 - Members Attended

.... [REDACTED]

proxies - 2 of 12

.... [REDACTED]

EXHIBIT 26

From: "Ray Wedlake" <wedlakera@mail.com>
To: "Woodington HOA" <woodingtonhoa@gmail.com>
Subject: Re: Your Fees ; 2019-CP-23-00269
Date: Sun, 1 Mar 2020 09:45:15

Dear Mrs. Craig and Woodington Board:

How shameful that "the Board" has, once again, opened the legal-fees floodgates, without even so much as making any effort or taking the time to try to understand, or to meet with me for this purpose, as I requested more than once!

At this time, you must be sure that no attorney nor law firm "runs up their bill" without your PRIOR APPROVAL! Please be sure to forward to me all such approvals that you grant to anyone regarding authorizations to disburse WHOA funds for legal fees.

My understanding is that both Mr. Koshis (at the Annual Meeting) and the 2020 Board (at the Special Meeting) acknowledge that \$1500 is a By-Laws limit for legal fees. Please be aware you are fast approaching this limit. Kindly tell me when, and how, the Board intends to seek Member approval for more than \$1500 additional-legal fees. I believe it was improper for the Board not to have put the legal-fees issue on the last-Special-Meeting agenda (as I had requested), and not to allow "open discussion" of this issue at that meeting, particularly when the Chairperson violated "Rules of Order" by not having discussion on motions, before calling for votes.

I'd like to receive confirmation from Mr. Decker and from Mrs. LaCroix that opening the floodgates for additional-legal fees is more than a "Mona Craig" decision. Would other Board members kindly verify your concurrence with Mrs. Craig? With or without reply indicating verification before Thursday, March 5, 2020, I will be composing another letter to Members, to make them aware of recent "Board" decisions.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 27

From: "Ray Wedlake" <wedlakera@mail.com>
To: emily@campbellleague.com
Cc: woodingtonhoa@gmail.com
Subject: RE: Mediation - First Requirement is Negotiation

09 March 2020

Dear Ms. O'Brian:

Thank you for your suggestion that the Board may be interested in mediation. This seems incongruous with their recent: (paraphrase) "We will not meet with you", stance.

May I hope your clients disclosed to you what I asked them to do? I asked them to first negotiate. Negotiation is a first requirement to define issues that remain in dispute. To mediate without mutual consent about which issues are important, and disputed, would be a waste of everyone's time. For example, I think we all agree that the Board cannot authorize legal fees in excess of \$1500 without Member approval. If this is agreed, then this issue would not be an important issue for mediation. Still, issues to mediate must be defined by mutual consent.

Without negotiation and a list of important issues to mediate, why should I pay for the entire mediation cost? Should your clients decide, with me, about what are the important issues for mediation, then I will agree to pay for mediation costs, up to a \$900 limit.

I also asked the Board to agree to arbitrate, in the event of mediation "failure". Without such additional agreement on the part of your clients, I do not believe that spending time with mediation would be productive. Final resolution of disputed issues is what is important for the benefit of WHOA. Game playing, posturing, and other non-productive use of time, without intent to resolve basic-disputed issues, will be wasted effort.

Would you be so kind, please, to have your clients give feedback, so we may all agree to a "going forward" plan? Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 28

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: Fw: Duties of Homeowners Association Directors
Date: Wed, 18 Mar 2020 08:13:34

Woodington Board;

Please be informed on an opinion from an HOA Industry Expert, as forwarded. Prior Boards have ignored such sage advice.

Please note particularly: "... Examples of cases where a director breaches his or her duty of care might include mismanagement of association funds ..."

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

----- Forwarded Message -----

Sent: Tuesday, March 17, 2020 at 6:58 PM
From: "HOA Member Services" <info@hoamemberservices.com>
To: wedlakera@mail.com
Subject: Duties of Homeowners Association Directors

HOA Featured Article Posting: Board of Directors

Duties of Homeowners Association Directors

Greetings from HOA Member Services!

A popular and informative article regarding HOA Director Responsibilities is available for review on our website. To view the article and related information, follow this link:

Duties of Homeowners Association Directors

Copyright © 2020 HOA Member Services, All rights reserved.

You are receiving this email because you are a customer or opted to receive promotional email from us.

Our mailing address is:
HOA Member Services
23679 Calabasas Road #355
Calabasas, Ca 91302

EXHIBIT 29

RE: Mediation - First Requirement is Negotiation
emily@campbellleague.com
woodingtonhoa@gmail.com

March 23, 2020

Dear Ms. O'Brian:

Thank you for your reply (Reply) of March 18 ("Original Message" below). While I appreciate keeping in communication, I note Reply is basically of reiteration of a previous reply, giving your-ground rules related to mediation. Unfortunately, Reply neither answered questions raised, nor addressed several important points. These points are reiterated, again, below (as related to: "Included Message").

As a review, prior to, and then again on February 13, 2020, I asked the Board to consider signing a proposed agreement, which was designed to lead to my dismissal of open cases (two cases now on Appeal due to wrongful granting of Summary Judgments), associated with the Board simply agreeing to work together. This proposal stated:

The intent of Agreement is to save WHOA and its members
(Members), from financial liability caused by legal fees.

Simply, the proposal asked the Board to act properly per their fiduciary duty to WHOA and its Members.

THE BOARD DID NOT TAKE ANY GOOD-FAITH ACTION ON THIS PROPOSAL TO WORK TOGETHER! Please reply with an answer to this threshold question:

Will the Board consider signing a proposal to work together?

Obviously, specific content related to "working together" for any proposal will need to be mutually agreed upon. If the Board will not sign, will they agree to mediate the issue of their refusal to sign?

Important points have not been addressed and questions need to be answered. Please plan to reply with answers, that need to be given before I will be inclined to discuss further about mediation. I see as required, before mediation can be considered, feedback on all of these five things:

1. A **FIRST REQUIRMENT** is **NEGOTIATION**!
Will the Board agree to negotiate?
2. Will the Board agree that the By-Laws require Member approval before the Board can authorize disbursement of legal fees in excess of \$1500?

3. Will the Board agree that a list of issues must be defined, with mutual consent, before mediation can occur?
4. Will the Board agree to arbitrate, in the event of mediation "failure"?
5. May we all agree to a "going forward" plan?

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" ~ conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 30

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: RE: Need to Meet
Date: Wed, 1 Apr 2020 08:39:47

April 01, 2020

Dear Mrs. Craigo and Woodington Board:

Thank you for a 31 March reply to my suggestion that a meeting is needed.

However, yes, the Board received my letter of March 23 [File: rw0323eob-myreqsrev2.pdf]. Perhaps you forgot? This letter asked for questions to be answered. Still to date, no answers have been received.

Recently I received notice from the Board about "... please pay ...". This needs discussion in a meeting. With suspicion of what the Board is about, I request: "... to be heard at a meeting of the Board", pursuant to By-Laws Article XIII. If the Board will not meet, then I will request a "hearing" pursuant to By-Laws Article XI, Section 4.

Will you plan to comply with the By-Laws? Your direct reply to answer this question is requested. Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 31

From: "Ray Wedlake" <wedlakera@mail.com>
To: "Woodington HOA" <woodingtonhoa@gmail.com>
Bcc: atty@ggibsonassociates.com
Subject: Re: Need to Meet
Date: Wed, 8 Apr 2020 21:23:43

Woodington Board:

Thank you. This is wonderful, that the Board will abide by the By-Laws.

However, having the experience with prior Boards, is this a "talk the talk" (meaningless) statement, or is this a "walk the walk" promise to action? If you intend to "walk the walk" you must get Member approval **BEFORE** extensive legal fees are incurred. Please tell me when, and how, such approval will be sought by the Board. If you will not be transparent, and answer, then let's face it: your statement is nothing more than talk the talk!

Please be so kind as not to reply with: "What legal fees". You may recall the 2017 Board did this at the 2018 Annual Meeting, saying in the meeting: "There are no legal fees". Then, several months later, they disclosed almost \$54,000 in legal fees. You know the rest of this story. You engaged your law firm. There are legal fees. Please disclose to me how much your firm will be billing you, whether or not to date they have sent an invoice.

Please expect a more complete reply at some later date. I have some pressing deadlines to tend to at this time.

Thank you again.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 32

703 Creekview Drive

Greenville, SC 29607

April 15, 2020

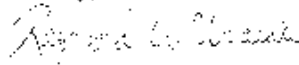
Subject: Payment for Dues of \$200 is Enclosed

Woodington Board:

Please accept my payment for \$200 dues for 2020. As I explained to the Board several times to date, no homeowner within WHOA has any obligation to pay an unlawful assessment. The "Covenants" do not grant authority, nor power, to a Board to assess for legal fees, where these fees were also unlawfully incurred.

Thank you for stating in a cover letter to the Invoice for "2020 Annual Homeowners Dues" that a \$250 amount: "... This \$250 includes the \$50 approved assessment for the legal bills ...", that is: dues were \$200. As I have also made known to the Board, votes to "approve" indemnification payments, as well as to "approve" a payment plan, did not "PASS" with approval from a majority of Member votes. The 2018 Board used votes under their control to vote as Proxy for non-returned-Member ballots, in order to claim approval, which is specifically stated as unlawful under the "South Carolina Nonprofit Corporation Act of 1994".

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakera@gmail.com

Enc.

EXHIBIT 33

703 Creekview Drive
Greenville, SC 29607
April 17, 2020

Subject: Board Has Not Answered Questions, nor Taken Requested Actions

Woodington Board:

This letter is additional content related to a Board e-mail sent 04/17/20, where this file was attached to that e-mail.

Lack of response to questions, and inaction, by the Board represent what I term a: "problem attitude". What a shame this attitude exists! It will not lead to resolution of disputed issues: particularly the Board's continued alleged-unlawful assessments upon Members, and incurring additional legal fees. An Appendix lists more. Without reply to this letter before April 29, 2020, with substantive answers to unanswered questions, I may be forced to file in Court against the Board.

Did we not agree, as your law firm is also informed, that the By-Laws (to which the Board verbally claimed do apply) require Member approval for legal fees more than \$1500?

THIS IS A QUESTION TO WHICH NO ANSWER WAS GIVEN!

Neither did the Board acknowledge, reply nor comment to 02/13: "Please Agree to Avoid More Legal Fees", specifically the proposed-draft "Agreement". Neither did the Board acknowledge, reply nor comment to: "Please Be Informed" of 02/13, relative to a proposed-draft complaint. Will I be forced to file this complaint due to the Board's-problem attitude?

Mediation without negotiation to define topics upon which mediation will occur would be meaningless. Please be aware I will not be "bullied" by your law firm, and acquiesce to their demands for: "only these mediators". Will you accept "only Mr. Gibson" as our mediator? My prerequisites for mediation are:

- > a mutually-agreed-to-timed agenda, listing items/times to mediate, which is signed prior to mediation
- > a prior-to-mediation-signed-signed "Agreement", to be used as a working document during mediation. It would form the basis for a post-mediation-signed Agreement.

Of course, both of above documents require us to work together, in order to facilitate mediation. Naturally, without working together to create a mutually-acceptable Agreement, I have no

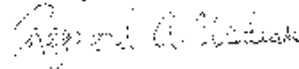
expectations that the proposal will be viewed positively by the Board. A proposed-draft Agreement is attached.

We need to work together to allow mediation to happen. When can we agree to a "going-forward plan" ? Further, will the Board agree to arbitrate if mediation results in failure to agree?

THESE ARE QUESTIONS TO WHICH NO ANSWERS WERE GIVEN!

File: <agreement-mediation-proposal041720> was also attached to the e-mail

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakera@mail.com

Appendix

2020 mrrdd

0202 Avoid More Legal Fees

0207 Not Responsible

0208 Refused Correspondence

0210 No Replies

0210 Not Responsible

0213 Agreement "When can we work together?"

0213 Draft Complaint

"... draft complaint is attached for your review and comments"

0216 Special Meeting Agenda

0401 Meet Per Bylaws

0410 Payment Plan

EXHIBIT 34

703 Creekview Drive
Greenville, SC 29607
April 24, 2020

Subject: By-Laws Revisions and Amendments - Invalid

Woodington Board:

It has become clear that By-Laws revisions and amendments are invalid. A requisite majority vote by Members was not met for any revision nor amendment. The Board's-own attorneys highlight this issue (Appendix 1); as of this date we have learned:

1. Member approval is a defined term in the "Nonprofit Corporation Act" (NPCA);
2. Related to a "Conflict of Interest" transaction, the Board cannot exercise votes over which the Board has control (per NPCA); thus, November 2018 ballots and By-laws amendments did **NOT PASS, SINCE A MAJORITY OF MEMBERS DID NOT APPROVE!** ;
3. By-Laws may not contain provisions that are "inconsistent with law" (NPCA), and where in conflict, therefore NPCA controls;
4. The Covenants control when By-Laws are in conflict;
5. The Covenants do not give authority, nor power, to a Board to assess Members to pay legal fees (particularly those incurred in violation of the By-Laws \$1500 limit)!

Consequently, no By-Laws revision is valid under law, after an original signing of By-Laws (where I believe Mona Craigo is a signer of original By-Laws). Can the Board supply Rev 0 and 1 to me? Please verify for yourselves and confirm to me that a majority of Members did not vote to approve any of By-Laws Revs 1, 2, nor 3 (see Appx 2). Particularly, Rev 3 is invalid. This means that since William Craigo served for a consecutive-two years on the Board during 2018 and 2019, that Mona Craigo is not eligible to be on the 2020 Board. Another Board member is required to have the NPCA-required minimum of three. Too, per original By-Laws, **FIVE** Board members are "normal".

Thus, I ask the Board to have a 2020 election to supply a Board of 5 Members. Alternatively, I ask the Board to recognize, per original By-Laws, that both [REDACTED] and myself were elected to the 2020 Board. We four (with Decker and LaCroix) on the Board will seek to fill the vacancy for a fifth Director of the Board, if no election will be planned.

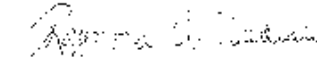
Most probably these issues will need to be brought to Court, since the "current Board" will simply ignore them. To date, the Board has not acknowledged, commented, nor replied with affirmative action, nor with desire to work together, for:

1. 02/01 Agreement Proposal - under which I would dismiss cases
2. 02/02 Avoid More Legal Fees +03/01
3. 02/13 Draft of Thoughts for Court Complaint
4. 04/01 True (not lip service) compliance with By-Laws
5. 04/08 Need to work together
6. 04/17 Problem attitude; Agree to mediation topics; Pre-mediation agreement

So reluctantly, I guess I will need to "See You In Court"! Please reply affirmatively **before April 28, 2020**, that the Board will work together to elect a 5-member Board, address items 1 – 6,

and to make my judicial action unnecessary, as well as to avoid more legal fees. Thank you.

Sincerely,



Raymond A. Wedlake wedlakera@mail.com 864-254-9262

APPENDIX 1

... Plaintiff's contention that the defendants were in breach of their fiduciary duty by approving the indemnification and payment plan initiatives based on Bylaws that plaintiff himself approved and implemented 19 years ago, is misguided. (Order, 03/13/20, p. 8: B. par. 2)

Notes: Like many attorneys are guilty of misdirection, as above is misguided. The Covenants do not give authority nor power to a Board to assess Members for legal fees, regardless of an alleged claim of ballots which "Passed". Similarly, a Board may not use votes it controls to claim "Passed" for the two initiatives cited. Thus, breach of fiduciary duty is clear, and unequivocal. Plus: "... that plaintiff himself approved and implemented 19 years ago ...", is **COMPLETELY FALSE!** As Appendix 2, By-Laws Rev 2 is dated 2005 (15 years ago), where Plaintiff did not "... himself approve ...", being but one who signed from a total of five signers. In his service on WHOA Boards, Plaintiff often represented minority opinions.

APPENDIX 2

Revision History - Signed and Dated Versions of Covenants / By-Laws

Covenants for Woodington Subdivision

<u>Date</u>	<u>Revision</u>	<u>Authors Who Signed</u>	<u>Comments</u>
19 Sep 1989	x	Tanner Road Properties	Signing of: "Declaration of Covenants, Conditions and Restrictions for Woodington Subdivision", by Croft, Cherham, Wilson, and Westbury

By-Laws of Woodington Homeowners Association, Inc.

<u>Date</u>	<u>Revision</u>	<u>Those Who Signed</u>	<u>Comments</u>
?? ?? ??	x	Craigo, ... ??	Original Issue of By-Laws
?? ?? ??	1	??	By-Laws First Revision
15 Jun 2005	2	Esteve, Craft, Tucker, Wedlake, Thompson	By-Laws Second Revision Board terms limited to two years
15 Aug 2012	3	Lynch, Vonderbecke, LaCroix (Richard)	By-Laws Third Revision Board terms extended to five years

Note: By-Laws Rev 3 was falsified by the 2018 Board, who changed the signature block to show themselves, as entered for the "Official Version" with the Register of Deeds

27 Dec 2018	3	Edwards, Koshis, Esteve, Keels, Craigo	By-Laws Third Revision Register of Deeds Official Version

EXHIBIT 35

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: Question to Board ? Transparency Position Statement ?
Date: Fri, 1 May 2020 10:10:02

01 May 2020

Woodington Board:

A long-recognized postulate for Boards, as stated by several HOA-Industry Experts, is a Board must be "Transparent". This means both:

- a Board must communicate to Members on a regular basis;
- a Board must be open to contacts from Members.

Would you be so kind, please, to explain why one Board member wants to remain isolated from knowing about WHOA issues, particularly those which require a reply from the Board, or require action from the Board? I would understand this attitude as reflecting a "lack of transparency" on the part of the Board.

To clarify, one Board member:

- returns my posted-Member+Board-business mail unopened, and marked: "Return to Sender"
- in what seems very rude to me, in response to a Private Message sent via NextDoor.com, which said merely: "Please be informed of a post ...", responded: "... do not private message me again."

In my mind, these actions also reflect lack of transparency. Is this the Board's position?

Thanks in advance for clarifying the Board's position regarding transparency.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 36

RE: Response to April 17, 2020 & April 24, 2020 Documents to WHOA
woodingtonhoa@gmail.com

May 1, 2020

Dear Mrs. Craig and Woodington Board:

Thank you for a response of April 28, 2020, to my messages of April 17 and 24, 2020. Based on your reply, it appears that my April 24 message was overlooked. In general, I believe the fact of the matter is this Board would be derelict in it's duty Members, because of refusal to meet and negotiate on any topic(s), mediate, and arbitrate (if necessary), upon an agreed-set of issues.

So, please accept discussion below relative to what appears to be misunderstanding of law as stated by the Board's statements (BS), as explained by my comments (RW).

BS: "... your contention that we are improperly paying legal fees ..."

RW: The "Declaration of Covenants, Conditions and Restrictions for Woodington Subdivision" (Covenants) do not give the Board any power, nor authority, to assess WHOA Members for legal fees. As stated by By-Laws Article II:

The purpose of the said proposed Corporation is to provide for an association for the betterment of the property and homeowners of Woodington Subdivision, Greenville County, South Carolina.

Imposing damage to Members by assessments for legal fees is contrary to WHOA's purpose. As the Board also knows per By-Laws Article XVII:

Section 2: In the case of any conflict between the "Covenants" (Reference 1) and these By-Laws, the "Covenants" shall control.

The Covenants Article V shows the SINGLE, ONLY power the Board has to assess is related to money expended on a LOT, which certainly does not include assessment for legal fees:

(4) In the event the Homeowners Association's Board of Directors and Officers shall deem it necessary to expend any sum of money for the maintenance and upkeep of any improved or unimproved lot, the Board shall be empowered to levy a special assessment applicable to that lot, but only in an amount equal to any sum or sums which had to be expended for that purpose. ...

Consequently, the action to assess Members for legal fees is IMPROPER, since Covenants do not give this power, nor authority, to the Board. Additionally, where By-Law provisions conflict with the Covenants: "... **THE COVENANTS SHALL CONTROL.**"

It should, now, be clear that **improper payments are occurring!**

BS: "... We have no authority to insert ourselves into those cases."

RW: If the Board would agree to meet and discuss current issues, then it certainly can do so, since the Board has authority as the governing body for WHOA. Making proper decisions for actions taken, and for disbursement of WHOA funds, since election of the 2020 Board are owned by the 2020 Board. A claim of: "... no authority to insert ...", is utter nonsense and cannot in anyone's stretch of imagination apply to the continuing operation of WHOA, that is: actions and expenditures, which are happening under the 2020 Board's watch. The 2020 Board is responsible, and will be held responsible, for its own conduct.

BS: "We will not be signing your Agreement as presented on April 17, 2020."

RW: It was carefully explained to the Board that "mediation in a vacuum" would be meaningless. How will the Board help to facilitate mediation, if you will not agree to anything? It is essential that we decide on the issues for mediation, and then apply mediation. First, can we confer on what those issues are? Can we agree on a set of issues to discuss?

BS: "... Mediation session, the parameters outlined by the attorney still stand."

RW: Prior correspondence made it clear that I will not be bullied into submission by "the attorney", who has no standing to act for, in place of, nor in the stead of, the Board. Again, how will the Board help to facilitate mediation?

BS: "... we are operating under Bylaws Version 3 which were approved by the Woodington Homeowners' Association July 22, 2012 (Amendment Added ..."

RW: Prior correspondence made it clear that no By-Laws revision can lawfully be considered as valid. Quotes from the "South Carolina Nonprofit Corporation Act of 1994" (NPCA = the law) were presented to the Board, showing that **MEMBERS DID NOT APPROVE** any By-Laws revision, nor amendment. The Board counted votes cast under their control to vote to claim: "approval", which is **specifically unlawful** under NPCA Section 831(f). Therefore, **only** the **original**-By-Laws version is **lawful**. The Board **cannot lawfully** operate under By-Laws Version 3.

The NPCA prohibits the By-Laws from containing provisions that are inconsistent with law, where the By-Laws provision: "... Ballots of Members not returned by the specified return date shall be voted by the Board ...", is inconsistent with law, and thus cannot be contained in the By-Laws:

SECTION 33-31-206. Bylaws.

(a) The incorporators or board of directors of a corporation shall adopt bylaws for the corporation.

(b) The bylaws may contain any provision for regulating and managing the affairs of the corporation that is not inconsistent with law or the articles of incorporation.

More particularly, the NPCA **specifically** says the Board may **NOT** count votes cast or voted under their control to claim Member approval (emphasis added):

SECTION 33-31-831. Director conflict of interest.

(a) A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct or indirect interest. ...

(c) A transaction in which a director of a mutual benefit corporation has

a conflict of interest may be approved if:

(1) ...

(2) the material facts of the transaction and the director's interest were disclosed or known to the members and they authorized, approved, or ratified the transaction.

(f) For purposes of subsection (c)(2), a conflict of interest transaction is authorized, approved, or ratified **by the members** if it receives a **majority of the votes** entitled to be counted under this subsection. **Votes cast by or voted under the control of a director who has a direct or indirect interest in the transaction**, and votes cast by or voted under the control of an entity described in subsection (d)(1), **may NOT be counted** in a **vote of members** to determine whether to authorize, approve, or ratify a conflict of interest transaction under subsection (c)(2). ...

and thus per 831(f), Board votes: "... may **NOT** be counted ..." to claim **Member** approval.

BS: "The current Bylaws, Article V, Section 1 States: 'No more than one (1) representative of any single distinct membership may serve ...', and Bylaws, Article V, Section 2 States: ... When a Board Member has served for five (5) consecutive terms ...

RW: The Board's references to By-Laws Article 5, Sections 1 and 2 are irrelevant, immaterial, and totally unrelated to any-disputed aspect of law, where By-Laws Rev 3 cannot be cited since it was **NOT** approved by Members. So, only the original By-Laws are valid, which restrict Board terms to 2 years. Both of these references are classic examples, like attorney's do, of misdirection and obfuscation.

BS: "... The three nominees receiving the highest vote totals will be elected director ..."

RW: Operating under By-Laws Revision 3 is unlawful, as explained above. Because only the original By-Laws are valid, 5 directors which included myself and [REDACTED] were elected to the Board at the last Annual Meeting. Please inform both myself and [REDACTED] about the next-planned Board meeting. At that meeting, we will move to remove Mrs. Craig from the 2020 Board, because original By-Laws state a 2-year term for Directors, which has been expired by Mr. Craig's presence on the Board for the past two years.

Previous correspondence also asked the Board to hold an election to fill the vacancy that exists, since Mrs. Craig is not eligible to be part of a 2020 Board.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT 37

703 Creekview Drive
Greenville, SC 29607
May 10, 2020

Subject: Request for Information Relative to Legal Fees

Woodington Board:

Please provide to me all information pertaining to status of legal fees of which the Board is aware. Please also ask law firms who very likely have, or will, bill WHOA for fees to give a current-billable-hours-pending status, and to show their billing rate (dollars/hour), and plan to convey this information to me. In a recent brief chat, it appeared to me the Board is unaware of legal-fees status?

Please plan to give prior approval for legal fees on a per instance, and per hour basis, and make it plain to your law firm (and all legal advisers), that no fees will be paid by the Board except for those where prior approval was given. Experience has shown that law firms do not inform a Board of accumulated-exorbitant-legal fees. Indeed, the 2017 Board came to the 2018 Annual Meeting saying: "... no legal fees; what legal fees? ...", to then later be "surprised" by an invoice for nearly \$54,000! With current billable rates of \$300/hour to \$500/hour by law firms, \$1500 covers a mere 3.75 hours at \$400/hour. May I hope this is known to the Board, and the Board appreciates your law firm very likely will bill for hours far in excess of 3.75 hours?

In previous correspondence, I made the Board aware of what I believe to be a "problem attitude" exhibited by the Board. On Saturday, May 9, 2020, I was appalled to hear this wrongful attitude emphatically confirmed by the Board. This happened as I retrieved posted mail from my mailbox, in a brief chat with Board President Mona Craig as she and her husband walked past my house. Please see as appended.

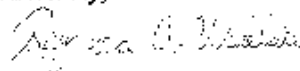
I was appalled at the President's utter disregard for her duty as a Board member. None of the Board have any right to act in their own, personal interest (nor with an interest towards their "buddies"), to the detriment of a "best interest" of WHOA and its Members. The Board's fiduciary duty requires action to act to protect Members from additional legal fees, and other damaging imposition of financial obligations. The Board's stated position of: "... we hope they [law firm] run up their bill a lot more ...", cannot possibly be viewed as complying with the Board's fiduciary duty, nor as a best interest for WHOA!

As was also explained to the Board, the Covenants do not allow the Board to assess Members for legal fees. The Covenants do not allow the Board to increase dues for "unnecessary" expenditures, such as to pay a law firm for legal fees. This is particularly true when no "legal services" were provided to WHOA.

As a WHOA Member who has "paid for service" from the Board as manifested by submission of my dues, I expect the Board to act in my interest, and in the interest of similarly-situated-other Members, to protect the Association from unnecessary fees, and expenditures. May I ask the Board to confirm this aspect of your fiduciary duty? Please provide feedback on this very important question.

Thank you.

Sincerely,



Raymond A. Wedlake 864-254-9262

wedlakera@mail.com

APPENDIX

Brief chat between Mona Craig + Jody Craig (MJC), and

Ray Wedlake (RAW) on May 9, 2020 [in recollected paraphrase]

- RAW: [retrieving mail at his mailbox, and waving a letter from the Boards' law firm] Your law firm continues to run up their legal bill.
- MJC: You need to shut your mouth. We hope they run up their bill a lot more!
- RAW: I live here; you are walking by my lot. I think we agreed that the Board cannot exceed \$1500 without Member approval.
- MJC: We have no invoices nor fees for more than \$1500.
- RAW: I think your law firm has spent far more than \$1500 in billable hours.
- MJC: Prove it!
- RAW: They certainly will bill for far more than \$1500.
- MJC: Not so, you need to prove it! [f word] you!
- RAW: [returning the "compliment"] No, [f word] you!

EXHIBIT 38

703 Creekview Drive
Greenville, SC 29607
May 17, 2020

Subject: Thank You, but Your Reply is Deficient;
Woodington Homeowners' Association, Inc. (WHOA)

Dear Mrs. Craig and Woodington Board:

Thank you for a reply of May 14, 2020. That reply was deficient in that it did not answer questions posed to the Board, nor provide requested information. Much information was requested; little was provided. No answers were given to other important questions.

The Board has not answered to date, from my letter of May 1, 2020, this very important question:

- > "How will the Board help to facilitate mediation, if you will not agree to anything?" nor these questions:
- > "First, can we confer on what those issues are?
- > Can we agree on a set of issues to discuss?" [for mediation]

At this time, it should be very clear to the Board that many questions may be resolved with the help of an **impartial** Mediator! (That is, NOT your law firm's proposed mediators.)

Please recall the Board did not answer these questions found in my letter of May 2, 2020:

- > "May I hope the Board will act in a proper, "transparent" manner by supplying the simple, requested information below?
- > * who is serving on the Architectural Committee (AC)?
- > * who is serving on a By-Laws Review Committee (BLRC)?
- > * what plans does the Board have to fill the recent vacancy on the Board? On what date will the vacancy will be filled? Please provide a timetable for all steps.
- > Minutes & Related - ... Is there any reason not to post online, such as in Woodington "Documents" at NextDoor.com?
- > Committees - ... Is there even one, single WHOA Member who does not think current By-Laws are seriously deficient?
- > Vacancy - ... Is it correct understanding the 2018 Board agreed this is a required duty?

From my letter of May 10, 2020, the Board has not answered these questions:

- > "In a recent brief chat, it appeared to me the Board is unaware of legal-fees status?
- > ... \$1500 covers a mere 3.75 hours at \$400/hour. May I hope this is known to the Board, and the Board appreciates your law firm very likely will bill for hours far in excess of 3.75 hours?
- > ... protect the Association from unnecessary fees, and expenditures. May I ask the Board to confirm this aspect of your fiduciary duty?"

NO, results from the one-February-2019 ballot were NOT 65 Members in favor, and 1 Member Opposed. The Board did not provide results as requested in my letter of May 2, 2020:

- 1) Number of ballots returned
- 2) Number of Member votes "For"
- 3) Number of Member votes "Against"
- 4) Number of Board proxy votes "For"
- 5) A list of those Members who voted

Once again, the Board counted votes for which it had control, applying a By-Laws provision which is "... inconsistent with law ..." and therefore is unlawful, to cast "For" votes as Proxy representing Members who did not return their ballots. Several times previously, the Board was informed that reliance on this By-Laws Rev 3 provision, where Rev 3 itself is also **UNLAWFUL** because it was NOT approved by Members, is **SPECIFICALLY UNLAWFUL** under the "South Carolina Nonprofit Corporation Act of 1994" (NPCA), Section 33-31-831(f). Further, the Board does not possess a single-proxy authorization, as **required by law**, as related to this ballot.

Regarding what the Board terms: "Sign Ordinance", please explain under what authority that the Board decided to "pause" such restriction? As I understand the Covenants, this is an action that must be taken by the "Architectural Committee" (AC), where the Board has an option to review recommendations given to it from the AC. Did the AC make such a "pause" recommendation to the Board? The Board did not inform me, as asked, about who serves on the AC. When will I be appointed to the AC, as was previously asked?

May I ask the Board to realize no attorney, who is not a Member, has any interest to improve WHOA, and to bring benefits to its Members, like I do? May I suggest to the Board that your mindset to: "... continue to seek guidance from our attorney ...", is counter to what a prudent person, in like situation, would do? An attorney's interest is to prolong conflict, and to defer resolution as long as possible, in order to maximize income to their firm and thus to themselves. The Board being swayed by "guidance" to such mindset does not represent a best interest for WHOA, nor is it necessary when mediation is available, and has been suggested repeatedly by me.

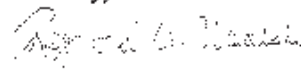
As I pointed out to the Board, President Mona Craig is not eligible to serve on the 2020 Board. Consequently, a vacancy on the Board exists. This is because By-Laws Rev 3, and all By-Laws revisions and amendments after the original set of By-Laws, were **NOT APPROVED BY MEMBERS**, and are thus **UNLAWFUL**. Please satisfy yourselves that this is true by reviewing, and also supplying to me, By-Laws-Rev3-ballot results:

- 1) Number of ballots returned
- 2) Number of Member votes "For"
- 3) Number of Member votes "Against"
- 4) Number of Board proxy votes "For"
- 5) A list of those Members who voted

where you will find a **MAJORITY OF MEMBERS DID NOT APPROVE** this revision. When will the Board be scheduling an election to restore a legitimately-elected-5-member Board, per the lawful-original By-Laws?

At this time, I can **scarcely believe** that the Board **truly** thinks its actions are lawful under the NPCA, and under the Covenants. This lack of genuineness, honesty, and decency by the Board does **not** reflect a **GOOD FAITH** interest for WHOA, nor towards a Member of our Association, nor can such actions/inaction by the Board be viewed as anything other than **GROSS NEGLIGENCE** under the law.

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakera@mail.com

EXHIBIT 39

703 Creekview Drive
Greenville, SC 29607
May 18, 2020

Subject: Please Disclose Your Authorization for Appeal-Legal Fees -
Woodington Homeowners' Association, Inc. (WHOA)

Woodington Board:

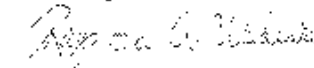
Please confirm by disclosure to me that the Board gave authority to your law firm to bill WHOA for legal fees associated with an Appeal.

As you may be aware for Case 2019-CP-23-00269, an Appeal requesting vacating the Order granting Summary Judgment was filed (2020-000438). Initial Brief of Appellant was filed, but to date, a Brief by Respondents has not been filed. Work associated with this document is likely to cost upwards of ten-thousand dollars.

As I think we agreed, the Board may not authorize expenditure of WHOA funds, in excess of \$1500, without prior approval from Members. No such approval was sought to date, so please confirm if authority was given by the Board for your law firm to bill for Appeal-legal fees. It would be a direct violation of the By-Laws, if the Board gave such authority. If no authority was given, the Board will be duty bound to reject any invoice presented to WHOA for Appeal-legal fees.

Thank you.

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakera@gmail.com

EXHIBIT 40

RE: Woodington Letter 091816 [as excerpted]
rtinsley@amgworld.com
drogers@amgworld.com, joel.deason@mccabetrotter.com

Dear Ms. Tinsley:

Thank you for forwarding a Woodington Sep 12, 2016 letter from WHOA members who continue to pretend to represent the 2016 Woodington Board of Directors ("Board"). Please send me a list of names with mailing addresses to whom this letter was sent. Thanks in advance!

I believe that you know as well as I know that these "2016 Board Pretenders (BP)" were not elected in 2016, as required by our "BY-LAWS OF WOODINGTON HOMEOWNERS ASSOCIATION, INC." (By-Laws). ...

To AMG's legal "muscle", please be informed nothing has been done by me, a legitimate active, dues-paying-in-good-standing member of WHOA that is inconsistent with, or contrary to, our By-Laws. So, kindly do not waste your time trying to threaten me, and bully me, with "the (il)legalities" of any action taken by me. As you may recall, this did not work in a previous difference-of-opinion dispute, and threatening/bullying will not work, now. May you be informed very few "Dissolve" ballots have been returned; WHOA will not be dissolved at this time.

Please note my changed e-mail address. Thanks in advance for your reply!

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
Stop organized crime. Re-elect no one !

EXHIBIT 41

Physical Address:

140 Stoneridge Drive, Suite 650
Columbia, South Carolina 29212

Mailing Address:

Post Office Box 212095
Columbia, SC 29221



J. Ryan Oates

Associate

Woodington Homeowners' Association, Inc. is a 501(c)(3) nonprofit corporation.

www.woodingtonsc.com

Phone: (803) 724-5000

Fax: (803) 724-5001

ryan.oates@woodingtonsc.com

September 20, 2016

To: Members of Woodington Homeowners' Association, Inc.

From: J. Ryan Oates, Attorney for Woodington Homeowners' Association, Inc.

RE: NOTICE OF INVALID VOTE PROPOSAL BY ASSOCIATION MEMBER
MTB File No.: 17-02.7

Dear Member:

My firm represents the Woodington Homeowners' Association, Inc. (the "Association") in connection with the above-captioned matter. It has been brought to the attention of the Association's Board of Directors (the "Board") that Association Members may have received communication regarding a proposed vote by confidential electronic ballot to dissolve the Association from an individual Association member. The Board has requested that I write you in order to clarify questions and concerns you, as an Association Member, may have about the validity of this vote. Not only is the information contained in the individual's correspondence incorrect and defamatory, but moreover, the member does not possess the authority to initiate such an action. Please be aware that any outcome of this alleged vote would be rendered invalid under South Carolina law.

The individual does not possess the requisite authority to propose such an action without a meeting. As a Nonprofit Corporation organized under the laws of the State of South Carolina, the Association is subject to the provisions of the South Carolina Nonprofit Corporation Act, which is codified in Chapter 31 of Title 33 of the Code of Laws for South Carolina, as amended 1975. The member in question does not serve as a Director and the member is not an agent authorized to act on behalf of the Association. The Association, through the Board, may deliver a written or electronic ballot without a meeting, S.C. Code Ann. § 33-31-708(a). Before an individual member who is not a Director may initiate action without a meeting, that individual member must first obtain the written consent of eighty percent (80%) of members holding at least eighty percent (80%) of voting power, S.C. Code Ann. § 33-31-704(a). The individual member has failed to meet this prerequisite to take action without a meeting.

Furthermore, a "confidential electronic vote" method is invalid under the Association's Bylaws. Article XVIII of the Association's Bylaws clearly limits any vote pertaining to the

1 of 2

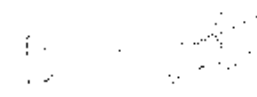
dissolution to "written assent signed by not less than 75% of the Members." In order to initiate the dissolution of the Association, a written instrument must be produced. A confidential electronic ballot does not meet this standard.

Therefore, in the case where an individual member seeks to initiate action without meeting, the individual must produce two (2) separate written instruments. The individual member must first produce an instrument containing the written consent of eighty percent (80%) of Members holding at least eighty percent (80%) of voting power to initiate such an action without meeting. Only then is that individual member authorized to take action without meeting, and must subsequently produce a written instrument with the "written assent signed by not less than 75% of the Members."

In conclusion, please do not be alarmed in the event that you have received such a communication from an individual member concerning a vote by confidential electronic ballot: any outcome of this purported vote is invalid under South Carolina law. The Association, by and through counsel, has attempted to contact this member to cease and desist this unwarranted action. It is the Association's hope that no further action is required. However, should the member fail to cease and desist this conduct, the Association will have no choice but to seek all remedies at law and equity available to it. Should you have any questions or would like to discuss this matter further, please do not hesitate to contact me.

With kind regards, I am,

Sincerely,



J. Ryan Oates

cc: Woodington Homeowners' Association, Inc. Board of Directors
Rea Tinsley, Community Manager, Association Management Group

EXHIBIT 42 - Reply to McCabe's Defamatory Letter

RE: Notice of Invalid Vote Proposal by Association Member 092516
wedlakera@mail.com

Bcc: [REDACTED], rjinsley@amgworld.com, ryan.oates@mccabetrotter.com
Private Messages at woodington.nextdoor.com

Woodington Homeowners Members:

May all Members realize that "AMG Legal Eagles (LE)" are nothing more than "hired guns" who get paid by doing their master's (AMG) bidding. My "Vote Proposal" was not a "legal proceeding" which comes under, nor that is governed by, "laws of South Carolina".

May all WHOA Members welcome any LE to volunteer at no cost to provide a suggested amendment to our By-Laws regarding "Article XVIII - Dissolution". My vote proposal was in no way contrary to the current Article XVIII.

So, please review the truth as shown below by "Statement S:" from a LE's recent letter, as clarified per "Fact F:".

S: "... Members may have received communication regarding a proposed vote by confidential electronic ballot to dissolve the Association ..."

F: All Members received a paper ballot with the question: "dissolve", which they were directed to sign and return to a private third party to be sure individual confidentiality was maintained.

S: "... Not only is the information contained in the individual's correspondence incorrect ..."

F: No incorrect information, per our By-Laws, was contained in my correspondence.

S: "... the Member does not possess the authority to initiate such an action ..."

F: There is no mention of "authority" in our By-Laws "ARTICLE XVIII - DISSOLUTION". Plus, a vote to discern Member's thoughts and desires does not, and did not, initiate any "legal action" to which South Carolina laws apply.

S: "... Member has failed to meet this prerequisite to take action ..."

F: No action has been taken to begin dissolution.

S: "... "confidential electronic vote" method is invalid under the Association's By-Laws."

F: No electronic vote was proposed, nor done.

S: "... In order to initiate the dissolution ..."

F: No initiation of dissolution was attempted, nor is any future attempt to do this justifiable per results of the balloted question.

S: "... has attempted to contact this Member to cease and desist this unwarranted action. ..."

F: No "unwarranted action" is currently active, nor is any action pending at this time, nor will any action be taken relative to dissolution in any near future.

WHOA Members should clearly discern in their own minds if this sort of conduct by (Board, AMG, LE) is what they want in our Association. Now, per another private letter from a LE addressed to me, I am to be "muted" :

S: "... the Board has authorized this office to seek any and all remedies at law and equity to bring your behavior into compliance ... and seek reimbursement of its attorney's fees and costs of enforcement from you directly. Again, you are instructed to cease and desist from all such communication. ..."

This suggestion is a violation of my US Constitutional right to "Freedom of Speech" !

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
Stop organized crime, Re-elect no one !

EXHIBIT 43

MEDIATION SETTLEMENT AGREEMENT AND RELEASE

Raymond A. Wedlake vs. Kristine Lynch et al

CIVIL ACTION 2018-CP-23-03758

This mediation-settlement agreement and release ("Agreement") is entered into effective this 11th day of June, 2019 pursuant to the South Carolina Alternative Dispute Resolution Rules (ADR).

AGREEMENT OF PARTIES

In consideration for the agreement of Defendant Kristine Lynch and Defendant Dawn Vonderbecke, and Plaintiff Raymond A. Wedlake, Plaintiff Raymond A. Wedlake agrees to dismiss this lawsuit with prejudice, including any claim by Plaintiff for monetary damages. In return the parties acknowledge and agree:

1) That with regard to the communications of Defendants to Members of the Woodington 'Homeowners' Association, Inc. ("WHOA"), specifically the September 12, 2016 and September 20, 2016 letters sent out to Members; (i) Defendants relied upon the legal expertise and advice of the law firm of McCabe, Trotter, and Beverly, P.C. ("McCabe") with regard to the September 12, 2016 and September 20, 2016 letters and (ii) Defendants understood that Mr. Wedlake felt disparaged and defamed by said letters and (iii) that Defendants did not intend to disparage or defame Mr. Wedlake and do not believe they did disparage and defame him; and, the parties further agree,

2) to work together in the future, as members in good standing of the WHOA, and in a spirit of mutual cooperation and respect for one another for the benefit of the WHOA and its members; and, the parties further agree:

3) that nothing in this agreement constitutes an admission of fault and/or liability on the part of Plaintiff or Defendants

4) that in reporting the results of the mediation that resulted in this settlement agreement, the parties' comments are limited to report the following facts, and only the following: (1) a mediation occurred; (2) a settlement was reached on the defined terms as stated in Paragraphs 1, 2 and 3 herein;

MUTUAL RELEASE

4) Parties release one another of any and all claims brought or which could have been brought, known or unknown, arising out of or relating to the subject matter of this lawsuit and the case is to be dismissed with prejudice.

5) Parties are each responsible for their own costs, expenses and attorneys' fees.

6) Attorneys for Defendants to draft Stipulation of Dismissal of this matter with prejudice and counsel for the parties to sign on or before June 14, 2019 and Defendant's counsel to file same with the Court no later than June 17, 2019.

7) This agreement may be signed in counterparts and each such counterpart shall be deemed a part of an original document. Additionally, receipt of a signature by facsimile or email shall be deemed an original.

Kristine Lynch, Defendant
In Her Individual Capacity

Raymond A. Wedlake, Plaintiff

Dawn Vonderhecke, Defendant
In Her Individual Capacity

Grant H. Gibson, Esq., Plaintiff's Attorney

Michael Murphy, Esq., Defendant Attorney

State Farm Representative
By: Tina Benson

Robert Hassold, Esq., Mediator

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GREENVILLE	)	C.A. No.: 2018-CP-23-03758
	)	
Raymond A. Wedlake, as a Member of the	)	
Woodington Homeowners' Association, Inc.	)	
	)	
Plaintiff,	)	STIPULATION OF DISMISSAL
	)	
v.	)	
	)	
Kristine Lynch and Dawn Vonderbecke and	)	
John Does & Jane Does numbers 1-10 and Doe	)	
Legal Entities numbers 1-10,	)	
	)	
Defendant.	)	
	)	

The undersigned, as counsel for the Plaintiff and Defendants, hereby stipulate pursuant to Rule 4) of the South Carolina Rules of Civil Procedure that the Complaint of the Plaintiff is hereby dismissed with prejudice and is forever ended, and is henceforth *res judicata* with respect to named Defendants, Kristine Lynch and Dawn Vonderbecke.

Attorneys For Plaintiff:

s/Grant H. Gibson Date: June 18, 2019
 Grant H. Gibson, Esq. (SC Bar No.: 9269)
 G. Gibson and Associates, LLC
 1200 Woodruff Rd. A-3
 Greenville, SC 29607
 (864) 630-7471
 (866) 667-2509 fax
 Attorney for Plaintiff

Attorneys For Defendants Kristine Lynch and Dawn Vonderbecke:

s/James P. Walsh Date: June 18, 2019
 James P. Walsh, Esq. (SC Bar No.: 15180)
 Michael J. Murphy, Esq. (SC Bar No.: 103084)
 Clarkson, Walsh & Coulter, P.A.
 P. O. Box 6728
 Greenville, SC 29606
 (864) 232-4400
 (864) 235-4399 fax
jwalsh@clarkwalsh.com
cmurphy@clarkwalsh.com

EXHIBIT 44

703 Creekview Drive
Greenville, SC 29607
September 09, 2019

J. Ryan Oates, Esq.
McCabe, Trotter, and Beverly, P.C.
PO Box 212069 Columbia, SC 29221
ryan.oates@mccabebrotter.com

Subject: Please Apologize for, and Retract, Your Letter of September 20, 2016

- Woodington Homeowners' Association, Inc. (WHOA)

Dear Mr. Oates:

On September 20, 2016 you sent a letter ("Letter") to homeowners of WHOA that I found very objectionable. Thus, I ask you to apologize to me for your defamatory and libelous Letter. Should you elect not to take any action, please be informed I will plan to seek any and all remedies at law and equity to bring your behavior into compliance with ethical and normal standards expected from an "Officer of the Law".

Please be informed a mediated settlement, as attached, was reached in my Case 2018-CP-23-03758. My letter presumes you are aware of, or can access, other cited documents in the Public Index. The case was dismissed with prejudice ("Stipulation of Dismissal", June 18, 2019) being "forever ended", and after dismissal Mr. Grant Gibson, Esq., is no longer the attorney of record.

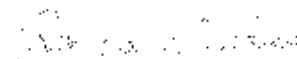
In the settlement, it was made clear by Defendants Lynch and Vonderbecke:

"... 1) That with regard to the communications of Defendants to Members of the Woodington Homeowners' Association, Inc. ("WHOA), specifically the September 12, 2016 and September 20, 2016 [authored by J. Ryan Oates] letters sent out to Members, (i) Defendants relied upon the legal expertise and advice of the law firm of McCabe, Trotter, and Beverly, P.C. ..." That is, Defendants did not direct you to act as their agent and to send out your Letter. Thus, apparently it was your own initiative (or your Firm's initiative) that was exercised as associated with the decision to send your Letter (Exhibit 9, July 14, 2018). Therefore, you and your Firm are the responsible parties who are guilty of such unethical and unlawful statements, which you published to third parties.

I ask for your apology and that you immediately retract all the non-factual statements your Letter contained. These are highlighted as found in my reply of September 25, 2016 (Exhibit 10, July 14, 2018).

May I expect your initial reply before September 19, 2019? Thank you.

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakea@gmail.com

File: < mediation-settle03758+release061119.pdf >

EXHIBIT 45

703 Creekview Drive
Greenville, SC 29607
November 26, 2019

D. Ryan McCabe, Esq.
McCabe, Trotter, and Beverly, P.C.
PO Box 212069
Columbia, SC 29221

Subject: Agree to Binding Mediation ?
- Woodington Homeowners' Association, Inc. (WHOA)

Dear Mr. McCabe:

Please recall my e-mail of November 15, 2019, which reiterated my letter to you of November 4, where I reiterated again:

"However, I simply asked for an apology from Mr. Oates, whose communication was **NOT** sent to his clients, but rather was sent to WHOA members, which was defamatory and painted me in a false light to third parties. "

My letter of November 4 asked:

"At this time, might I also make clear a welcome for a representative from your office to participate in mediation or arbitration to resolve this matter?"

May we, please, agree to binding mediation to resolve this dispute pursuant to Rule 1(b), SCRADR? Should you not reply before December 6, 2019, or reply negatively, as time allows I will proceed with all necessary actions, including **public disclosure**, of what I believe is misconduct of your firm, to seek all measures at law and equity to bring your firm into compliance with reasonable standards of ethical conduct, and adherence to the "South Carolina Lawyer's Oath".

Thank you.

Sincerely,

Raymond A. Wedlake 864-2554-9262
wedlakera@mail.com

EXHIBIT 46

Columbia, South Carolina
October 22, 2003

Lawyer's Oath

I do solemnly swear (or affirm) that:

I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been appointed, and that I will, to the best of my ability, discharge those duties and will preserve, protect and defend the Constitution of this State and of the United States;

I will maintain the respect and courtesy due to courts of justice, judicial officers, and those who assist them;

To my clients, I pledge faithfulness, competence, diligence, good judgment and prompt communication;

To opposing parties and their counsel, I pledge fairness, integrity, and civility, not only in court, but also in all written and oral communications;

I will not pursue or maintain any suit or proceeding which appears to me to be unjust nor maintain any defenses except those I believe to be honestly debatable under the law of the land, but this obligation shall not prevent me from defending a person charged with a crime;

I will employ for the purpose of maintaining the causes confided to me only such means as are consistent with trust and honor and the principles of professionalism, and will never seek to mislead an opposing party, the judge or jury by a false statement of fact or law;

I will respect and preserve inviolate the confidences of my clients, and will accept no compensation in connection with a client's business except from the client or with the client's knowledge and approval;

I will maintain the dignity of the legal system and advance no fact prejudicial to the honor or reputation of a party or witness, unless required by the justice of the cause with which I am charged;

I will assist the defenseless or oppressed by ensuring that justice is available to all citizens and will not delay any person's cause for profit or malice;

[So help me God.]

EXHIBIT A - Alleged Breach of Contract by State Farm Enabling Legal Malpractice

703 Creekview Drive
Greenville, SC 29607
August 10, 2020

Michael L. Tipsord, Esq, CEO
State Farm Fire and Casualty Company
One State Farm Plaza
Bloomington, Illinois 61710

cc: Mr. Allan R. Landon - Former Chairman of the Board
Bank of Hawaii Corp.
111 S. King Street
Honolulu, HI 96813

Dear Sir:

As CEO you are the guardian of your shareholders' investments. I want to advise you that a law firm is wasting some of those assets, by passing on its legal bills to State Farm (SF) for "legal services" related to my judicial action which seeks **one dollar, only - \$ 1 !** I allege as related to an insurance contract that is involved, SF's payments represent a "Breach of Contract" (BOC).

Do you really accept claims to cover a Homeowners' Association Board for matters where a "damages" amount involved is truly nominal (\$1)? Should you accept such claims? An artful attorney can run a **\$1 lawsuit** up into **tens of thousands of dollars** by avoiding the merits, and focusing on discovery and motion practice. By providing "coverage" in this instance, SF is enabling legal malpractice!

Of course you know these things, since you have been commended for legal expertise as stated by Garrett Parker in his web article:

"10 Things You Didn't Know About State Farm CEO Michael Tipsord"
10. Law degree
... It sure helps that Tipsord is a JD and knows the ins and outs of the court system. All those years studying the law surely has paid off, and it also makes sense given that he serves as board member for the American Bar Association as well. ... [moneyinc.com/state-farm-ceo-michael-tipsord/#]

As such, please review Exhibit 1 -- my letter to SF of May 10, 2019, which showed:

It is my understanding upon a lack of monetary damages being sought, that State Farm **HAS NO DUTY** (as Appendix 1) to provide any coverage, as related to my case.

with its Appendix 2 showing, to which SF admitted (full text of letter from SF per Exhibit 2):

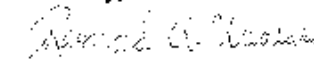
The D&O Liability coverage of the **POLICY REQUIRES** there to be a wrongful act and **MONETARY DAMAGES** resulting from the wrongful act. There are no such damages ... Mr. Wedlake filed an Affidavit expressly stating that he is **NOT SEEKING ANY MONETARY DAMAGES** ...

May I trust you will accept and review this letter with it factual content? I hope you will have facts investigated internally, before simply referring my letter to the law firm that has the most to gain from prolonging litigation {in this case: Clarkson, Walsh & Coulter, P.A. (CWC)}. Kindly accept my claims of BOC by SF, and **make an independent evaluation** as to factual validity, before **abrogating responsible action** which is needed from SF. I believe you will conclude there has been misconduct on the part of CWC to enable their firm to receive "insurance coverage" from SF, **where in truth** any payments being made to CWC as a result of my judicial actions brought against the Board of Directors of Woodington Homeowners' Association, Inc., represent a BOC on the part of SF.

Additionally, I believe I am in position to be able to file a "Slander/Libel" claim against SF; see Exhibit 3. SF has ignored my-Exhibit-3 request, and continues to ignore it. SF acts contrary to my request for SF to **refrain from** accepting claims, where some unknown entity has **listed me as "Claimant"**. However, no disclosure of recent claims has been made to me. I am dismayed that nobody at CWC will provide "claim statements" (and other information as shown in Exhibit 3). This results in **nothing being disclosed** to me, which is another example of misconduct on the part of CWC! Why is SF dealing with, and maintaining a relationship with, a law firm that I have found and believe to be disreputable?

May I expect an affirmative response from SF, with proper **direction given** to CWC to observe the existing contract, and thus to **cease and desist** from representation of clients due to cited BOC? At the least, SF should tell CWC **no further "coverage" payments** will be made. Please be advised that no response, a negative response, or a "... referred to CWC ..." response, may very well elicit a BOC suit against SF.

Sincerely,



Raymond A. Wedlake 864-254-9262

wedlakera@mail.com

EXHIBIT B - Improper Claim Filed, Please Correct Your Records

Raymond A. Wedlake
703 Creekview Drive
Greenville, SC 29607
October 1, 2018

Addressees: See Distribution List (below)

Subject: State Farm Insurance Claims – **Improper Claim Filed, Please Correct Your Records**

Ref - Insured: Woodington Homeowners' Association, Inc. (WHOA)
Policy Number: 99-BH-4620-8
Claim Number: 40-1711-G27 (filed as related to 2017CP2306301)
Claim Number: 40-4977-K76 (filed as related to 2018CP2303758)

Gentlepersons:

Please take notice that Claim 40-1711-G27 was an improperly filed claim because it listed me as "Claimant". I did not file this claim; I did not ask for this claim to be filed; I gave no permission for this claim to be filed listing me as Claimant; I was never informed by State Farm, nor by anyone, that this claim was filed listing me as Claimant. Therefore, please correct your records to amend 40-1711-G27 to remove me as Claimant!

Similarly, I am unaware if I was cited as Claimant in Claim 40-4977-K76. If so, this is also a breach of protocol on the part of State Farm for all the same reasons listed above.

Please accept this request for information for both claims, about:

- 1) claim statements
- 2) parties cited – particularly who is/are (the) Claimant(s)
- 3) statement of response(s) from State Farm
- 4) current status

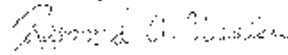
where for response and status, please include rationale explaining why. For example, my understanding about 40-1711-G27 is that denial was due to: "no coverage for Declaratory Judgment cases".

I am the Plaintiff in two Circuit Court Cases brought against Members of WHOA as individual members of a 2017 Board, or simply as individuals. Note particularly neither case was brought against WHOA. In both cases, WHOA is listed with me as a co-Plaintiff! Indeed, in neither case is WHOA cited as a Defendant! If it is State Farm's position that I may not bring lawsuits against individual Members of WHOA, without me being listed as "Claimant" against "the insured" (WHOA), then please accept my statement that your position is totally improper, and incorrect!

May I expect your reply to this letter confirming proper, affirmative action and supplying requested information before October 8, 2018?

Thank you.

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakera@mail.com

Distribution List

Slate Farm Claims
PO Box 106169
Atlanta, GA 30348

(via Priority Mail)

Grant H. Gibson, Esq.
G. Gibson & Associates, LLC
1200 Woodruff Road Bldg. A-3
Greenville, SC 29607
atty@ggibsonassociates.com

(via Priority Mail)

Ely O. Grote, Esq.
McCabe, Trotter & Beverly, P.C.
4500 Fort Jackson Boulevard Suite 250
Columbia, SC 29209

(via Priority Mail)

James P. Walsh, Esq.
Clarkson | Walsh | Coulter
PO Box 6728
Greenville, SC 29606

(via Priority Mail)

Woodington Homeowners' Association, Inc.
cndesteve@gmail.com
cwedwards2018@gmail.com
woodingtonhoa@gmail.com
woodingtouvp@gmail.com

(courtesy e-mail, only)

EXHIBIT C - State Farm has no duty to provide any coverage

703 Creekview Drive
Greenville, SC 29607
May 10, 2019

State Farm Claims
PO Box 106169
Atlanta, GA 30348

(via Priority Mail)

Ms. Aimee Rowe, Claim Specialist
State Farm Fire and Casualty Company
844-458-4300 Ext. 6103587371
E-mail: statefarmfireclaims@statefarm.com

Subject: Woodington Homeowners' Association, Inc. Policy Number 99-BH-4620-8

Dear Ms. Rowe:

Please be informed about a pending change to my case: 2018-CP-23-03758, which is being defended by Clarkson Walsh & Coulter, P.A., James P. Walsh, Esq. for defamation (slander) by two individual defendants. We clarified to Mr. Walsh that we will stipulate to "\$1 Nominal Damages". Since Mr. Walsh was only recently informed, and may not have made this known to State Farm, I wanted you to be aware.

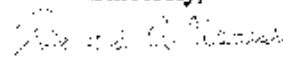
It is my understanding upon a lack of monetary damages being sought, that State Farm **HAS NO DUTY** (as Appendix 1) to provide any coverage, as related to my case.

Therefore per the proposed stipulation, I presume that State Farm will not provide "coverage" due to lack of monetary damages (as Appendix 2). Would you be so kind, please, to inform me this will be true?

May I assume State Farm joins in a desire to settle? We are willing to stipulate to \$1 in damages, as part of such settlement.

Thank you for an immediate reply, but certainly a reply before May 16, 2019, is requested.

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakera@mail.com

----- Appendix 1 -----

State Farm letter to Benjamin Acord of November 6, 2017
[excerpts; emphasis added]

Under the CMP-4814 Directors & Officers Liability endorsement, the **COMPLAINT IS NOT SEEKING SUMS** that the insured would be legally obligated to pay. The only reference to damages is in the prayer where plaintiff **SEEKS NOMINAL DAMAGES** and attorney's fees if covered by insurance. This is **NOT SUFFICIENT TO TRIGGER COVERAGE** under the policy; therefore, **STATE FARM HAS NO DUTY** to defend. The allegations also do not meet the definition of a wrongful act and the **EXCLUSIONS** for actual knowledge or intent and **NON - MONETARY RELIEF** will apply.

----- Appendix 2 ----- [full text appears as Exhibit 2]

State Farm letter to WHOA of October 30, 2018
[excerpts; emphasis added]

The D&O Liability coverage of the **POLICY REQUIRES** there to be a wrongful act and **MONETARY DAMAGES** resulting from the wrongful act. There are no such damages ... Mr. Wedlake filed an Affidavit expressly stating that he is **NOT SEEKING ANY MONETARY DAMAGES** ...

EXHIBIT D - DIRECTORS AND OFFICERS LIABILITY

CMP-4814
Page 1 of 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4814 DIRECTORS AND OFFICERS LIABILITY

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

1. The following coverage is added to SECTION II — LIABILITY:

DIRECTORS AND OFFICERS LIABILITY

- a. When a Limit Of insurance is shown in the Declarations for Directors And Officers Liability, we will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this endorsement applies.

We will have the right and duty to defend the insured, by counsel of our choice, against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this endorsement does not apply. We may at our discretion, investigate any incident and settle any claim or "suit" with or without the insured's consent, for any reason and at any time. But:

- (1) The most we will pay for damages is limited as described in **SECTION II — DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE**; and

- (2) Our right and duty to defend end when we have used up that amount in the payment of judgments or settlements for a "wrongful act".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II — Supplementary Payments**.

- b. This insurance applies to a "wrongful act" only if the "wrongful act" takes place:

- (1) During the policy period and a claim is made in writing or "suit" filed and brought no later than one year from the end of the policy period; or

- (2) Prior to the policy period where:

- (a) There is no other insurance which:
i. Is valid and collectible; or

- ii. Would be valid and collectible but for the exhaustion of the limits of insurance;

- (b) No insured listed under **SECTION II — WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of a "wrongful act", had prior knowledge or could reasonably have foreseen any circumstances which might result in a claim or "suit"; and

- (c) A claim is made in writing or "suit" filed and brought during the policy period.

- c. All damage involving a single "wrongful act" or a series of related "wrongful acts", caused by one or more persons, is considered one "wrongful act".

2. With respect to coverage provided under **Directors And Officers Liability**, all exclusions under **Section II — Exclusions** are replaced with the following:

Section II — Exclusions

This coverage provided under **Directors And Officers Liability** does not apply to:

- a. **Criminal Acts**

Dishonest, fraudulent, criminal or malicious act, including fines and penalties resulting from these acts.

- b. **Actual Knowledge Or Intent**

"Wrongful act" by an insured with actual knowledge of its wrongful nature or with intent to cause injury or damage.

- c. **Bodily Injury, Property Damage Or Personal Or Advertising Injury**

"Bodily injury", "property damage" or "personal or advertising injury" liability.

- d. **Profit Or Advantage From Securities**

Any profit, remuneration or advantage, resulting from the purchase or sale of any securities, including an accounting of these.

e. Salaries Or Compensations

Salaries, compensations, bonuses or other remuneration, of employees, directors, officers, "managers" or trustees.

f. Insurance Policy and Claims

Any failure or omission to effect, maintain, or procure any insurance policy or bond, including any failure or omission to report a loss or obtain proper amounts, forms, conditions or provisions on any insurance policy or bond.

g. Personal Profit Or Advantage

Damages arising out of any transaction of the insured from which the insured will gain any personal profit or advantage, which is not shared equitably by the members of the organization.

h. Civil Right Violations

Violations of any federal or state civil rights law or local ordinance, including but not limited to discrimination on account of race, religion, disability, sex or age.

i. Non-Monetary Relief

Any costs incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief.

j. Fines Or Penalties

Any civil or criminal fines or penalties imposed by law or taxes.

k. ERISA

Any obligation of the insured under the Employees' Retirement Income Security Act (ERISA) and any amendments thereto or any similar federal, state or local statute.

l. Pollution, "Fungi" Or Bacteria

"Pollutants", "fungi", bacteria, wet or dry rot or nuclear reaction or the cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", "fungi", bacteria, wet or dry rot or nuclear reaction.

m. Construction Operations

Damage caused by or resulting from operations (including construction, design, survey and engineering services) performed by or on behalf of the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

n. Rights Against Builder

Any failure or inability of any insured to enforce your rights against the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

o. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

p. Employment-Related Practices

(1) Damages to:

(a) A person arising out of any:

- i. Refusal to employ that person;
- ii. Termination of that person's employment; or

iii. ~~Any other employment-related practice, including but not limited to, discrimination, harassment, retaliation, wrongful termination, or any other employment-related practice, which results in damages to that person.~~
son; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of Paragraph (a) above.

(2) This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity;

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury; or

(c) Whether the injury causing event described in Paragraph (1)(a) above occurs before employment, during employment or after employment of that person.

q. Other Organizations

Any "wrongful act" committed or allegedly committed by any insured serving in any position or capacity in any organization or association other than the Named Insured even if the Named Insured directed or requested that insured to serve in such other position or capacity.

r. Supervision Of Contractors

Any "wrongful act" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

s. Budgeting

Any act or failure to budget, reserve, conduct reserve studies or account for the cost to upkeep, maintain or address deficiencies or repairs regarding any premises insured under this policy.

3. With respect to coverage provided under Directors And Officers Liability, SECTION II — WHO IS AN INSURED is replaced by the following:

The unqualified word Insured means only the following:

a. Any of your directors, officers, "managers" or trustees, collectively and individually, which form your administrative body provided that each individual:

- (1) Is duly elected or appointed to serve on the managing body of the organization; and
- (2) Acts within the scope of their duties as a director, officer, "manager" or trustee on your behalf;

Insureds of this insurance are: directors, officers, managers, trustees, and any other persons or organizations who are authorized to act on behalf of the insured. This insurance does not cover any person or organization who is not an insured under this policy.

b. The Named Insured shown in the Declarations with respect to liability because of "wrongful acts" committed by an insured.

c. Any of your members or renters, but only with respect to their liability for your activities or activities they perform on your behalf as a member of a committee appointed by the administrative or managing body.

d. Any person or organization who is authorized to act on behalf of the insured.

person identified in Paragraph a.(1) or a.(2) above. The spouse is not an insured for any "wrongful act" of any person in Paragraph a.(1) or a.(2) above.

e. No person or organization, including those listed in Paragraphs a. through d. above, is an insured with respect to "wrongful acts":

- (1) For which that person or organization may be liable in their capacity as a declarant, builder, sponsor, developer, promoter, engineer or architect; or
- (2) While acting within the scope of their duties for a declarant, builder, sponsor, developer, promoter, engineer or architect.

4. With respect to coverage provided under Directors And Officers Liability, SECTION II — LIMITS OF INSURANCE is replaced by the following:

SECTION II — DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE

a. The Limits Of Insurance for Directors And Officers Liability, shown in the Declarations, and the rules below, fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Premises insured;
- (3) Claims made or "suits" brought; or
- (4) Persons or organizations making claims or bringing "suits".

b. The most we will pay for damages because of any one "wrongful act" is the Directors And Officers Liability Limit shown in the Declarations.

The most we will pay for the sum of all damages because of all "wrongful acts" during the policy period is the Directors And Officers Aggregate Limit shown in the Declarations.

5. With respect to coverage provided under Directors And Officers Liability, the following definition is added to SECTION II — DEFINITIONS:

"Wrongful act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an insured arising solely out of his or her capacity as director, officer, "manager" or trustee relating to the operations of your organization.

All other policy provisions apply.

EXHIBIT E

From: "Ray Wedlake" <wedlakera@mail.com>
To: bashor@bellsouth.net, woodingtonhoa@gmail.com, woodingtonvp@gmail.com
Subject: List of Members Attending Annual Meeting
Date: Fri, 31 Jan 2020 14:40:23

Woodington Board 2019:

Would you be so kind, please, to verify my list of Members who attended the meeting is correct? A copy of the official sign-in sheet would suffice. I think I understood a majority of Members did not attend? Did I hear number of proxies correctly?

33 Attended 12 Proxies

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

----- Appendix -----

LastName	FirstName(s)	Address
Unknown	?	"... are you going to pay all legal fees ..."

[All listed names are REDACTED]

EXHIBIT F - Proposed Settlement to Avoid More Legal Fees

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: Please Agree to Avoid More Legal Fees
Date: Sun, 2 Feb 2020 07:43:40

Woodington Board:

On February 3, 2020, all the Board should receive Priority Mail which contains a settlement proposal, whose intent is to AVOID MORE LEGAL FEES being incurred by WHOA, that the Board will try to force WHOA Members to pay.

Before noon on February 4, 2020, would you be so kind, please, to affirm that you will sign the agreement before February 9, 2020, to allow me to dismiss my Circuit Court cases, and therefore to AVOID MORE LEGAL FEES ?

A simple "Yes" or "No" answer is needed before noon on Tuesday. If the Board does not reply, or replies: "No, we won't try to save Members from MORE LEGAL FEES", then I will be filing additional motions with the Court, where the Board must accept responsibility for the unfortunate result of MORE LEGAL FEES accumulating.

Since my suspicion is that no Board member has composed, and sent, replies from: "woodingtonhoa@gmail.com", please be sure that a reply contains the name or names of those Board members who (electronically) signed the reply.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

Proposed Agreement to Save WHOA Members from Legal Fees

This agreement (Agreement) between the 2020 Board of Directors (Board) of Woodington Homeowners' Association, Inc. (WHOA), comprised of Mona Craig, Edward Decker, and Sandra LaCroix, and WHOA member Raymond A. Wedlake (collectively: Parties) is entered into this 17th day of February, 2020 pursuant to the South Carolina Alternative Dispute Resolution (ADR) Rules. The intent of Agreement is to save WHOA and its members (Members), from financial liability caused by legal fees. Herein, references to two Civil-Action Cases: 2019-CP-23-00269 and 2019-CP-23-01501, is denoted by "Cases".

AGREEMENT OF PARTIES

In consideration for the signed agreement of Parties to avoid additional legal fees, Mr. Wedlake agrees to seek to dismiss both lawsuits with prejudice. In turn the Parties acknowledge and agree:

1. claims by a Party against opposing Parties for monetary damages, costs, expenses and attorneys' fees will be dropped, with each Party remaining responsible for their own-monetary obligations;
2. to work together in the future in a spirit of mutual cooperation and respect for one another for the benefit of WHOA Members, with specific intent not to incur legal fees for which the Board will intend to assess against Members, to require all Members to pay;
3. that nothing in this agreement constitutes an admission of fault and or liability on the part of any Party;
4. that Parties promise to negotiate with one another within ten days after the signing of this Agreement, with intent to resolve disputed issues as found in Complaints for Cases;
5. that Parties recognize negotiations shall end on or before March 14, 2020;
6. that Parties promise to mediate within 10 days after negotiating, should negotiations fail to result in mutually-agreeable resolutions;

7. that Parties recognize mediation shall occur, if necessary, on or before April 11, 2020;
and, the Parties further agree:

8. to arbitrate within 10 days after mediation, should mediation fail to result in mutually-agreeable resolutions, where all Parties agree that Arbitration will be final and binding, and waive the right of subsequent Court Trial, Jury Trial, and any and all rights to Appeal, where such annulling of rights is done for the benefit of avoiding legal-fees liability for WHOA, specifically to spare its Members from legal-fees liability.

MUTUAL RELEASE AND DISMISSAL OF CASES

9. Parties release one another from any and all claims brought or which could have been brought, known or unknown, arising out of or relating to the subject matter of Cases, and Cases are to be dismissed with prejudice, where no future-judicial actions as related to Cases will be brought again by any Party, unless this Agreement is violated by any Party, or by a subsequent-future Board;

8. Parties release one another from any and all liability for damages, costs, expenses and attorneys' fees;

9. After signatures are affixed to this Agreement, Mr. Wedlake will seek to file a "Stipulation of Dismissal" with the Court for Cases no later than February 24, 2020.

Dated this 17th day of February, 2020.

Mona Craigo

Edward Decker

Sandra LaCroix

Raymond A. Wedlake

EXHIBIT G - RE: Please Agree to Avoid More Legal Fees

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: RE: Please Agree to Avoid More Legal Fees
Date: Sat, 8 Feb 2020 21:37:09

Woodington Board:

Thank you for a reply to my message of 02 Feb. Confusion is noted. Please correct if I misunderstand. Please explain if you think I am wrong.

The term "Board" herein denotes the collective entity of Mona Craig, Edward Decker, and Sandra LaCroix.

With good faith on my part to dismiss my Court cases, and with intent to save WHOA Members from more legal fees, a reply from "woodingtonhoa@gmail.com" was not on point. The reply made no attempt to address the issue to save Member from more legal fees.

My request of 02 Feb did NOT:

- a) claim Board is a party to any lawsuit;
- b) claim individual Board members are a party to any lawsuit;
- c) ask Board to speak for any other party;
- d) ask Board to communicate with regard to legal cases;
- e) refer to attorneys involved with case parties.

My request of 02 Feb DID:

- a) ask Board to sign a proposed agreement, where signers were: Mona Craig, Edward Decker, Sandra LaCroix, Raymond Wedlake;
- b) ask for a simple "Yes" or "No" answer for would you sign an agreement before 04 Feb (this was ignored by Board);
- c) [state] sign the agreement before 09 Feb.

At/after the Annual Meeting of 30 Jan:

- a) Mona Craig, Edward Decker, and Sandra LaCroix were elected to the 2020 Board of Directors
- b) Board have a fiduciary duty to act in a best interest for WHOA Members - that is: to avoid more-unnecessary-legal fees
- c) Board are the ONLY governing entity (nobody else)
- d) Board must assume responsibility for WHOA

Board violates their duty if they try to shrug off duties and powers owned by the Board upon others.

In future replies from "woodingtonhoan@gmail.com", whoever replies should plan to include a **SIGNATURE LINE** showing any (or all) of the following:

- a) The Woodington Board
- b) Mona Craigo, Board [President [or other]]
- c) Edward Decker, Board [Treasurer [or other]]
- d) Sandra LaCroix, Board [Secretary [or other]]
- e) Based upon advice from [law firm or attorney]

where if not "a)", then additional clarification would be appreciated. I would actually prefer to hear individual opinions, as long as such opinion identifies (an) owner(s).

Please invite me to a special Board meeting, if that might help to facilitate understanding by everyone. As stated previously, time sensitivity is extreme - I can no longer wait and delay needed-Court-case decisions.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT H - 2020 Board must act in order to save WHOA Members from more legal fees

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: RE: Please Agree to Avoid More Legal Fees
Date: Mon, 10 Feb 2020 16:30:36

Woodington Board:

Thank you for a reply to my message of 10 Feb, which I assume came from Board-Member Mrs. Craigo. Confusion on the part of Mrs. Craigo is still noted. Please review my note dated: 8 Feb 2020 21:37:09, which is appended.

Due to confusion still prevailing, I now ask for Mr. Decker and Mrs. LaCroix to reply directly to me to verify you both understand that Mrs. Craigo's statements are misleading. The TRUTH: the 2020 BOARD MUST ACT in order to save WHOA Members from more legal fees. I did not ask the Board: "... to make decisions in those lawsuits ...". I asked the Board to act to save WHOA Members from more legal fees!

After review, and reading this note, all Board members should be aware that nothing stated by Mrs. Craigo is applicable, nor true, regarding the question: "Will the 2020 Board act to save WHOA Members from more legal fees?". Only the 2020 Board can act to produce savings - NOBODY ELSE CAN!

Review of 8 Feb will also show I asked:

" Please invite me to a special Board meeting, if that might help to facilitate understanding by everyone. As stated previously, time sensitivity is extreme ... "

Also noted, the "Original Message" (below) shows:

Chris Edwards <woodingtonhoa@gmail.com>

Mr. Edwards no longer resides in our community, nor is he a WHOA Member. Please explain.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT I - Did Board authorize these legal fees ?

From: "Ray Wedlake" <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: FW: Re: Courtesy Copy of Recent Filing
Date: Fri, 14 Feb 2020 21:27:22

Woodington Board:

Would you be so kind, please, to tell me if the Board authorized these additional legal fees? Or, is this being done by non-Board members without Board permission? Or, is this be done by non-Board members behind the Board's back?

Unless the Board authorized these as legitimate and necessary WHOA "expenses", they better not be paid by the current Board, since only the current Board has authority to act as the governing body of WHOA. Only the current Board can authorize disbursement of WHOA funds.

Please recall this relates to 2019-CP-23-00269, whose caption shows Defendants as:

"Christopher Edwards, Charles Koshis, Denis Esteve, Michael Keels, and William Craig in their capacity as Board of Directors of Woodington Homeowners' Association, Inc."

Since none of listed Defendants have capacity, nor standing, as the "Board of Directors" at this time, the current Board must quash all such activity, and quash these additional legal fees. That is, unless the Board authorized these additional legal fees, they are not owned by WHOA, and must be rejected if/when Campbell Teague may bill WHOA for these fees.

Please let me know ASAP ! Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT J - Mediation - First Requirement is Negotiation

From: "Ray Wedlake" <wedlakera@mail.com>
To: emily@campbellteague.com
Cc: woodingtonhoa@gmail.com
Subject: RE: Mediation - First Requirement is Negotiation

09 March 2020

Dear Ms. O'Brian:

Thank you for your suggestion that the Board may be interested in mediation. This seems incongruous with their recent: (paraphrase) "We will not meet with you", stance.

May I hope your clients disclosed to you what I asked them to do? I asked them to first negotiate. Negotiation is a first requirement to define issues that remain in dispute. To mediate without mutual consent about which issues are important, and disputed, would be a waste of everyone's time. For example, I think we all agree that the Board cannot authorize legal fees in excess of \$1500 without Member approval. If this is agreed, then this issue would not be an important issue for mediation. Still, issues to mediate must be defined by mutual consent.

Without negotiation and a list of important issues to mediate, why should I pay for the entire mediation cost? Should your clients decide, with me, about what are the important issues for mediation, then I will agree to pay for mediation costs, up to a \$900 limit.

I also asked the Board to agree to arbitrate, in the event of mediation "failure". Without such additional agreement on the part of your clients, I do not believe that spending time with mediation would be productive. Final resolution of disputed issues is what is important for the benefit of WHOA. Game playing, posturing, and other non-productive use of time, without intent to resolve basic-disputed issues, will be wasted effort.

Would you be so kind, please, to have your clients give feedback, so we may all agree to a "going forward" plan? Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT_K - we are a: "Post No Signs" neighborhood / Define what is a "Sign"

From: Ray Wedlake <wedlakera@mail.com>
To: bashor@bellsouth.net
Cc: woodingtonhoa@gmail.com
Subject: Sign to Remove from 7 Woodington Drive
Date: Thu, 4 Jun 2020 22:31:57

Dear Mr. Bashor:

As a member of the Architectural Committee (AC),
please remove a sign posted at 7 Woodington Drive.
As you should be fully aware as an AC member, we are
a: "Post No Signs" neighborhood.

Today, I happened to see Mr. Dale Fuller doing yard work.
I stopped briefly to talk, and verified that Mr. Fuller is
aware that he cannot have a sign displayed on his lot. However,
Mr. Fuller said: "It's not my sign, it's the Church's sign".
Further, Mr. Fuller would not comply with my request to remove
the sign in his yard, saying: "I have not been notified to
remove it". This was not my impression of a recent statement
from the Board, which was: "... signs for the high school
seniors have now been removed. ...". Further, Mr. Fuller's
"Church sign" has always been illegally displayed.

For years I have asked the AC to define: "What is a sign?".
To date, the Board will not appoint me to the AC to help
facilitate a proper definition. The AC has not responded
to my request. Consequently, there are several "signs"
that have been displayed in various lots against the
"Post No Signs" directive.

Please reply to tell me when the sign at 7 Woodington
will be removed. Will the AC respond to my request to
define: "What is a sign?". Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

EXHIBIT L - Governing Documents / Need for a By-Laws Review Committee

703 Creekview Drive
Greenville, SC 29607
July 29, 2020

Woodington Homeowners' Association, Inc.
18 Southfield Drive
Greenville, SC 29607

Subject: RE: Governing Documents of Woodington Homeowners' Association, Inc. (WHOA)

Woodington Board:

Thank you for your message of July 28, 2020, which had five-attached files that were filed with the "Register of Deeds" in Greenville County by a prior-year Board.

Yes, on May 2, 2020, I asked the Board to supply information, as seen in the "Included Message", below. But no, I did not ask the Board for Register-of-Deeds documents. Rather, I asked for an entire list of information, where one such request was:

- * has the Board created an "Office" file containing a By-Laws "official version", and if so, can it be provided to me

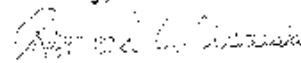
This and other requests for information originated way back on May 6, 2019, but no replies have ever been received, nor has any information ever been provided.

The Board who filed these documents with Register of Deeds, with the claim that each is a "Governing Document", filed them in violation of law. Only one document filed with Register of Deeds is a Governing Document! As was explained to the Board in previous correspondence, the only Register-of-Deeds document that is a legitimate Governing Document is the "Covenants" (CCRs); none of any other document qualifies to be considered a Governing Document:

WHOA Bylaws Amendment 1.PDF	[not a Governing Document]
WHOA Bylaws Amendment 2.PDF	[not a Governing Document]
WHOA Architectural Guidelines.PDF	[not a Governing Document]
WHOA BylawsR3.PDF	[not a Governing Document]

At this time, if the Board does not understand why none of these are Governing Documents, please ask me to clarify, and I will do so at some future time. A new, complete, and updated revision of the By-Laws is sorely needed, which should be viewed as a required action by the Board. An "Office" file containing a By-Laws "official version" would help to facilitate this action.

Sincerely,



Raymond A. Wedlake
864-254-9262 wedlakera@mail.com

EXHIBIT M - Calls for Board action have been ignored

703 Creekview Drive
Greenville, SC 29607
August 10, 2020

Board of Directors of WHOA
18 Southfield Drive
Greenville, SC 29607

Subject: Your Latest, but Insufficient Response
- Woodington Homeowners' Association, Inc. (WHOA)
Woodington Board:

Thank you for your response of August 4, to my email of July 29, 2020. Your itemized responses to certain questions raised is appreciated. However, more substantive issues relate to lack of action by the Board.

SUMMARY

Several calls for action by the Board are below, which are in summary:

1. to create a new revision of By-Laws:
You state the current ones have been in place since 2012 and are adequate for "our small community". May I point out that a former President, as well as the law firm of McCabe, Trotter & Beverly, P.C., both acknowledged that changes to By-Laws were needed. To date key issues are missing entirely, such as **Mandatory Alternative Dispute Resolution (ADR)** being required prior to a Member bringing a judicial action.
2. to remove "Architectural Guidelines" and ... other ... from Register of Deed's file;
3. to find ballot results as requested [ballot of Feb 22, 2019];
4. to acquire affidavits from those-involved-and-responsible-former-Board members;
5. to fill Board vacancies, as required by the By-Laws.

DISCUSSION

From my perspective, your response of August 4 lacks accuracy, includes misstatements, and lacks truthfulness in several instances. I find the continued attitude of "misdirect and obfuscate" from the Board to be contrary to proper action required from the Board for both: "Duty of Care" and "Duty of Loyalty", which is due to every WHOA member (Member). I find the same theme from the Board of "take a hike" prevails – as one example: no "Minutes" as requested have been provided.

The Board continues to ignore that fact that a "By-Laws Review Committee" (BLRC) is a required committee at this time, in violation of the By-Laws (emphasis added):

ARTICLE XIV - COMMITTEES

The Board of Directors shall appoint those committees as deemed appropriate in carrying out its purpose. Each year, committees may be

appointed for one year. In a year where the Board does not appoint an "Architectural Review Committee", or **does not appoint other committees whose services may be required, all Directors of the Board shall be recognized as serving on these committees.**

The Board continues to shirk its duty to act as a BLRC, since no committee was appointed.

So, please review as your Board reply (BR), contrasted by my comments (RW), as follows.

BR: 1) ... No, we do not have the Bylaws in a Microsoft Office format, only PDF. ... our WHOA Bylaws have been in place since August 2012. We feel they are still sufficient to guide our small neighborhood.

RW: I have an "Office" file (my laptop runs "Ubuntu LINUX", and I use "Libre Office" software) which has been checked extensively against the version filed with the Register of Deeds (ROD). As stated in my July 29 letter, no, the filed version is not a "Governing Document" – it was never approved by Members. Plus, no, this By-Laws Rev 3 of August 2012 was a third revision of By-Laws, where only the original, unrevised By-Laws was created legally under the Covenants, and only that initial version is a valid Governing Document! I believe it is continued "Breach of Contract", as well as "Breach of Duty" by the Board to espouse a position that any By-Laws exists that "... are still sufficient ...". Too, all revisions of By-Laws are illegal documents, since none were lawfully "approved by Members". I **hereby call for action by the Board to create a new revision of By-Laws**, by acting as a BLRC (which is the Board at this time) to submit for Member approval, to make WHOA By-Laws legitimate, as opposed to the current state of non-Member-approved-illegal By-Laws, which have been proven to be insufficient for WHOA.

BR: 2) ... Homeowners' Association Act, Section 27-30-120, Item 4, refers to the documents sent to you as 'Governing Documents', thus these were referenced as such ...

RW: No, HOA Act, does not cite "Architectural Guidelines" as a 'Governing Document'.
SECTION 27-30-120. Definitions.

As used in this article:

(4) "Governing documents" means declaration, master deeds, or bylaws, or any amendments to the declaration, master deeds, or bylaws.

As was documented in my July 29 letter, what you claim is not true:

... none of any other document qualifies to be considered a Governing Document:	
WHOA Bylaws Amendment 1.PDF	[not a Governing Document]
WHOA Bylaws Amendment 2.PDF	[not a Governing Document]
WHOA Architectural Guidelines.PDF	[not a Governing Document]
WHOA BylawsR3.PDF	[not a Governing Document]

Thus, I **hereby call for action by the Board to remove "Architectural Guidelines"** from ROD's file, as well as to remove other documents which were never approved by

Members, and thus were improperly and illegally filed with ROD.

BR: 3) On May 2, 2020, you requested results from the ballots with a due date of Feb 22, 2019. This answer was provided on May 14, 2020 email. We have no further detail. Once the voting results have been tallied and reported to Members, there is no requirement to keep the paper ballots. Going forward, if you need this level of detail, please ask for the detail right away (ie: when you return your Ballot).

RW: All of this reply is misdirection, with incorrect dates being quoted. Shortly after the ballot-due date of February 22, 2019, ON MARCH 9, 2019 I asked for detailed-ballot results:

- 1) Number of ballots returned
- 2) Number of Member votes "For"
- 3) Number of Member votes "Against"
- 4) Number of Board proxy votes "For"
- 5) A list of those Members who voted

(see the "Exhibit" contained in my July 29 letter). The claim that: "We have no further detail", needs to be addressed and remedied. I **hereby call for action by the Board to find ballot results** as requested. Destruction of Corporate Records is a violation of Board duty under the "South Carolina Nonprofit Corporation Act of 1994" (NPCA), which shows (emphasis added):

SECTION 33-31-842. Standards of conduct for officers.

(a) An officer with discretionary authority **shall discharge his duties** under that authority:

- (1) in **good faith**;
- (2) with the **care an ordinarily prudent person in a like position would exercise under similar circumstances**; and
- (3) in a manner the officer **reasonably believes to be in the best interests of the corporation, and its members**, if any.

I feel certain that several former-Board members know of this information. Should further claims of "no detail" and/or "no results" be forthcoming from those who certainly know, then I **hereby call for action by the Board to acquire affidavits** from those-involved-and-responsible-former-Board members stating all these things:

1. Paper ballots were discarded
2. no other records were kept
3. no electronic records were produced nor saved
4. they have no knowledge to answer any of the five requests

Needless to say, such affidavits will confirm an outrageous breach of duty by the Board, **IF INDEED** records of these ballots were (most probably intentionally) destroyed, in order to hide the truth: that Members did **not** approve, from ever coming to light.

BR: 4) From your Appendix of May 6, 2019 and added to recent your Correspondence:

* Board Meetings are held a minimum of quarterly, Three Board Meetings have been held in 2020, The remaining meeting has not yet been scheduled.

RW: The Board has not informed me about any Board meetings, where additionally the Board has breached your fiduciary duty by not meeting "as required" to address legitimate WHOA business, and to provide feedback to me, which elicited my being forced to file Case 2020-CV-23-10201384.

BR: [4) From your ...]

* As before, Minutes are available to any Member upon request (after the meeting has been held, and the Minutes completed).

RW: Minutes were requested, but none have been provided. It is a breach of your fiduciary duty to contend that artificial, additional requirements apply before Minutes will be given to me.

BR: [4) From your ...]

* Architectural Committee... Responded 6/3/2020

RW: No substantive response has been received. In my contact to the Architectural Committee (AC) (cc to Board) of June 4, 2020, I asked for feedback from the AC – where this was after the Board had claimed the AC was appointed:

Subject: Sign to Remove from 7 Woodington Drive

Dear Mr. Bashor:

As a member of the Architectural Committee (AC), please remove a sign posted at 7 Woodington Drive. As you should be fully aware as an AC member, we are a: "Post No Signs" neighborhood.

... Further, Mr. Fuller's "Church sign" has always been illegally displayed.

For years I have asked the AC to define: "What is a sign?". To date, the Board will not appoint me to the AC to help facilitate a proper definition. The AC has not responded to my request. Consequently, there are several "signs" that have been displayed in various lots against the "Post No Signs" directive. [in violation of the Covenants]

Please reply to tell me when the sign at 7 Woodington will be removed. Will the AC respond to my request to define: "What is a sign?". Thank you.

but feedback was not received to date from the AC, nor from the Board.

BR: [4) From your ...]

* Board Vacancy: Responded 5/14/2020

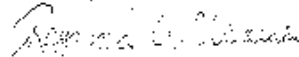
RW: An insufficient response was made, where the Board stated:

We are a 3-member Board, duly elected, and have no vacancy at this time.

Since the only legitimate, original By-Laws require a 5-member Board, where By-Laws Rev 3 similarly contain the requirement for 5-member Board, 2 vacancies exist. By-Laws (and all revisions) require the Board to fill vacancies. The Board's continued allegations that an Amendment "PASSED" to reduce the number of Board members to 3 has been shown to be false, under the NPCA. Thus, I hereby call for action by the Board to fill vacancies, as required by the By-Laws!

Particularly relative to a required "BLRC", the Board has been remiss and breached your duty by not appointing one, and by not acting as a BLRC, as required by the By-Laws. Will the Board act per my calls, or will "take a hike" still prevail?

Sincerely,



Raymond A. Wedlake 864-254-9262

wedlakera@mail.com

EXHIBIT N - A Board member posts an illegal sign

From: Ray Wedlake <wedlakera@mail.com>
To: woodingtonhoa@gmail.com
Subject: Please Remove a Sign from a Board Member's Lot
Date: Fri, 21 Aug 2020 22:12:06

Woodington Board:

No response was received from the Architectural Committee (AC), nor from the Board, regarding my previous "Remove Sign" request. Now, a Board Member posted a sign in her front yard, not facing the street, but rather facing directly to my front yard. This sign reads: "BE KIND BE BRAVE".

The Board said you would comply with the By-Laws, but do not - another action in breach of contract. Is there contention that we are a "Post NO Signs" neighborhood? In the event that it exists, please send me AC documentation showing approval for this sign and the grounds on which a decision was made to approve it.

I once again request for the Board to order all signs to be removed from our neighborhood. Will the Board comply with the By-Laws, like you said you would?

File: <sign-bekind-[redacted]082120.jpg >

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

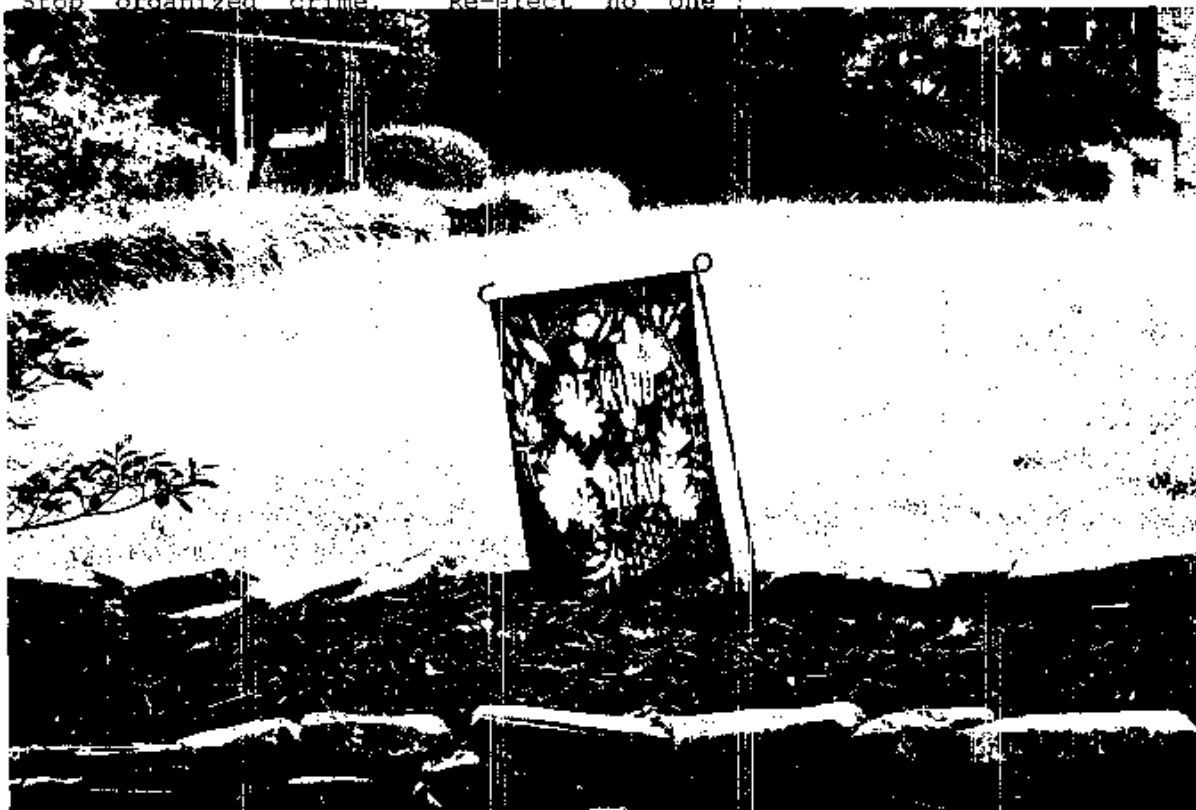


EXHIBIT Q - Board replies do not reflect a Best Interest for WHOA

703 Creekview Drive
Greenville, SC 29607
August 29, 2020

Subject: Your Replies Do Not Reflect a Best Interest for
Woodington Homeowners' Association, Inc. (WHOA)
Woodington Board:

Thank you for your reply of August 24, 2020. As with all of your replies, the Board refuses to recognize a "... best interest for WHOA ...", but rather sticks to a story line reflecting your "... personal interest ...". Indeed, the Board's story line is inaccurate, often untruthful, and sometimes unlawful.

Please review, once again, my comments (RW:) to what the Board says (BS:)

- BS: 1) Bylaws needing revision: Two Bylaws Amendments were added.
RW: Since an original set of By-Laws, which are the only legal-valid version, NO amendments were approved by a majority of WHOA-member (Member) votes. Hence legitimately, then, NO amendments were added.
- BS: 2) Remove Architectural Guidelines from Register of Deeds: The Architectural Guidelines reference the Covenants on file with Register of Deeds. We don't see a need to remove them.
RW: NO, the "... Covenants ..." do not declare "Architectural Guidelines" (AG) as a governing document. Factually, no mention is made of AG within the Covenants. Only references to an "Architectural Committee" are contained in the Covenants. There is a need to remove AG from Register-of-Deeds files because AG are NOT a governing document.
- BS: 3) Ballots from February 2019: When a vote is taken by ballot outside of a meeting, a quorum of ballots must be returned. Our Quorum is 17. There were 18 ballots returned. This number exceeds the Quorum requirements. The votes were: 17 In Favor, 1 Against. With 48 votes cast by the Board (as clearly stated on the Ballot), the final number is 65 in favor of the Bylaws Amendment, and 1 against the Bylaws Amendment. The results were reported multiple times to the WHOA membership.
RW: There is no basis in law, the Covenants, nor in the By-Laws for any of these BS claims. The ballot process for WHOA is NOT related to "quorum". Quorum is irrelevant and academic as related to a ballot. A ballot goes to every Member; quorum does not apply. This proposed-February-2019 Ballot – dropping the number of directors from 5 to a minimum of 3, clearly showed on its face:

Due by Friday, February 22nd

BALLOT - [75% of Members Needed to Pass (50 of 66)]

WITH ONLY 18 BALLOTS RETURNED, FIFTY MEMBERS DID NOT VOTE TO APPROVE THIS BALLOT! The law as reflected by the "South Carolina Nonprofit Corporation Act of 1994" (NPCA) has been quoted to the Board several times. Lawfully under the NPCA, the Board **CANNOT CAST 48 VOTES** "FOR", and then thereafter claim "65 in favor". Such **UN** lawful action by the Board represents a **Breach of Contract!**

BS: 4) Board Vacancies: Previously responded. No change.

RW: The February 2019 Ballot (minimum of 3 directors) was **NOT** approved by Members, and therefore with only 3 directors, then 2 vacancies exist. The Board is required to fill vacancies - as required by the By-Laws - a change is needed.

BS: 5) Sign Complaints: The Architectural Committee is reviewing your sign complaints. To be clear, there is a difference between a sign and other yard decorations.

RW: On October 11, 2018 I asked the Architectural Committee (AC) to define: "What is a sign?". Regardless of a contention whether an item posted is a sign, or is not a sign, anything posted **MUST HAVE AC APPROVAL BEFORE** it can be posted. I asked for such-AC documentation showing approval for signs that are posted in the neighborhood. **NONE** was provided. I asked for signs to be removed. Have any been removed?

BS: 6) Homeowners Dues/Assessments: ... Covenants and Bylaws are clear that dues and assessments are valid for necessary neighborhood expenses. We also feel that paying for legal expenses when faced with legal actions are a necessary expense. ...

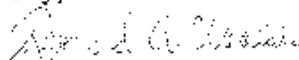
RW: The Covenants are clear that "assessments" for legal fees are **NOT** a necessary expense. The Covenants are clear that a Board assessing Members for legal fees, which were not approved by Members prior to fees being incurred, is an **UN** lawful action by the Board. In all my cases, a **MERE \$1** was claimed for "nominal damages". No reasonably-prudent person, in a like situation, would incur **TENS OF THOUSANDS OF DOLLARS** in legal fees to offset a potential of **\$1** in damages. No reasonably-prudent person in a like situation could possibly, by any stretch of imagination, claim such Breach-of-Contract actions by the Board constitute a "necessary expense".

BS: 7) Meeting Minutes: The Minutes for the 2020 Annual Meeting and the Special Meeting are appended below: ...

RW: Thank you for two sets of Minutes provided. However, I desire and ask again for minutes from all meetings, particularly from Board meetings that were held in **secret**, to which Members were neither informed nor invited, and from-all-other meetings that may have happened, about which I was not informed. Please provide to me **ALL MINUTES**.

Thank you.

Sincerely,



Raymond A. Wedlake
864-254-9262 wedlakera@mail.com

Exhibit P - Please Attempt to Mitigate Damages per Your Fiduciary Duty to WHOA

703 Creekview Drive
Greenville, SC 29607
September 24, 2020

Board of Directors of WHOA
18 Southfield Drive
Greenville, SC 29607

cc: Distribution List

Subject: Appeal Dismissal **DENIED** – Legal Fees – Please Attempt to **Mitigate Damages** per
Your Fiduciary Duty to Woodington Homeowners' Association, Inc. (WHOA)

Woodington Board:

Please be informed that a "Motion to Dismiss" was **DENIED** for Appeal 2020-000438, related to 2019-CP-23-00269. Consequently, the law firm involved with this Appeal must now prepare an Initial Brief. Very likely, legal fees associated with Brief preparation will total tens-of-thousands of dollars. These fees do not, and cannot, belong to WHOA.

The Board needs to take action to attempt to "**Mitigate Damages**" that may otherwise occur to WHOA.

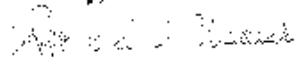
This notice represents my intent, and proven attempt, to act to mitigate damages. Therefore, as has been **erroneously claimed** in the past, no party can truthfully bring any claim before a Court that I made no attempt to mitigate damages.

Experience has shown that the Board will try to impose financial liability upon WHOA Members, as related to legal fees. Such gross negligence by the Board manifests the Board's "Breach of Contract", and is also a "Breach of Fiduciary Duty" of both the "Duty of Care" and "Duty of Loyalty" to WHOA and its Members. Should damages occur to WHOA related to Appeal-legal fees, failure by the Board to attempt to mitigate damages will be seen, and must be seen, as the sole responsibility of the Board.

Please recall I asked the Board to provide to me any invoices for "legal services" received by WHOA. To date, none have been provided.

I request your responses: a) affirming receipt of this notice, and b) your understanding that the Board's failure to act is unlawful (in the event that no attempt will be taken to mitigate damages). Please plan to reply before October 5, 2020. Thank you.

Sincerely,



Raymond A. Wedlake
864-254-9262 wedlakera@mail.com

Enc. [Order denying Motion to Dismiss]

EXHIBIT Q - Many Attempts to Mitigate Damages Were Ignored by the Board

703 Creekview Drive
Greenville, SC 29607
September 25, 2020

Board of Directors of WHOA
18 Southfield Drive
Greenville, SC 29607

cc: Distribution List

Subject: Many Attempts to **Mitigate Damages** Were Proposed but Were Ignored by the Board
of Woodington Homeowners' Association, Inc. (WHOA)
Woodington Board:

As you may recall, Appeal 2020-000438 (2019-CP-23-00269) was filed after an unlawful granting of Summary Judgment. Granting was based upon two-primary premises, both of which represent "Errors of Law": A) ... wrong party ... ; and, B) ... immune from suit The fact that my Appeal was accepted and a "Motion to Dismiss" was denied gives credence to a probable reversal by the Court of Appeals, annulling the unlawful granting of Summary Judgment.

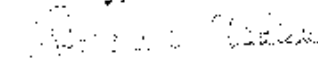
Please recall a selected 13 of my previous attempts to "Mitigate Damages" that were proposed, but which have been ignored. Inaction by the Board in this regard is a breach of your contractual duty, as well as a breach of your fiduciary duty to WHOA and to its Members. Date in 2020 is denoted below in a format of mmdd:

1. 0201 Proposed settlement agreement
2. 0202 Avoid more legal fees
3. 0210 2020 Board must act to save Members from more legal fees
4. 0213 RE: Please Agree to Avoid More Legal Fees
5. 0214 Did Board authorize these legal fees
6. 0228 Please reply ASAP for who is the party responsible to pay legal fees
7. 0301 Member approval is needed for more than \$1500 legal fees
8. 0309 Questions to answer for mediation
9. 0401 Need to discuss "please pay"; Will the Board comply with By-Laws?
10. 0408 Need to work together
11. 0417 Answer mediation questions; take lawful actions
12. 0510 Board must use its authority and be responsible
13. 0518 Please disclose if authority for Appeal-legal fees was given to your law firm

Of these, many are still without answers but all of these are still "on the table" for the Board to consider, particularly **MEDIATION**! But, the Board continues to breach your contractual duty to act as the governing body of WHOA, and to breach your fiduciary duty to act to protect WHOA and to protect its Members from legal fees, in particular!

I request your responses: a) affirming receipt of this letter, and b) your understanding that the Board's failure to act is unlawful. Please plan to reply before October 5, 2020. Thank you.

Sincerely,



Raymond A. Wedlake
864-254-9262 wedlakera@mail.com

EXHIBIT 1
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

Raymond Wedlake
703 Creekview Drive
Greenville, SC 29607

MAGISTRATE SUMMONS

You are hereby summoned to be and appear personally in the

Fairview/Austin Summary Court
205 North Maple Street, Suite 4
Simpsonville, SC

on November 24, 2020 at 10:00 AM to serve as a party in a Bench Trial in the case of:

RE: Raymond A Wedlake

Vs

Board of Directors Woodington
Homeowners
Association
McCabe, Trotter And Heverly, P.C.

PLAINTIFF(S)

DEFENDANT(S)

Civil Case Number: 2020CV2310201384, Summons & Complaint.

HEREIN FAIL NOT, ON PAIN OF FORFEITING THE LAWFUL PENALTY IN
SUCH CASE MADE AND PROVIDED.

Dean Ford / pm
JUDGE

Fairview/Austin Summary Court
205 North Maple Street, Suite 4
Simpsonville, SC 29681
Phone: (864) 963-3457
Fax:

September 29, 2020

MVE

STATE OF SOUTH CAROLINA	)	2020-CV-23-10201384
COUNTY OF GREENVILLE	)	CIVIL CASE NUMBER
Raymond A. Wedlake, <i>et. al.</i>	)	IN THE MAGISTRATES'S COURT
Plaintiff(s)	)	
vs.	)	AMENDMENT TO COMPLAINT
Board of Directors of Woodington Homeowners' Association, Inc., <i>et. al.</i>	)	
Defendants	)	

To the Court and to the Defendants:

Since filing the original Complaint against the Defendants, I have become aware of certain facts that existed at the time of the original filing but which were not known to me. As a result I now wish to amend the original Complaint to include the following facts, allegations and issues as follows:

1. as included in the attached "First Amended Complaint ..."
2. addition of a third Defendant: State Farm Fire and Casualty Company

I request the Court include these allegations and issues in my action against the Defendants and to note a "Certificate of Service" for copies of the attached "First Amended Complaint ..." and its Exhibits A - Q, served to all Defendants.

As a result of this Amended Complaint, I request the Court grant to me a judgment against the "Board of Directors ..." Defendant in the amount of \$0 = zero dollars, and without any costs, such that monetary damages against the Board Defendant do not exist. For "McCabe" Defendant, no changes from the initial Complaint are desired. For "State Farm" Defendant, no monetary damages are sought, but a Declaratory Judgment citing Breach of Contract by State Farm, and other relief, are desired.

Dated this 28th day of September, 2020

Raymond A. Wedlake, Plaintiff (*Pro Se*)
 703 Creekview Drive, Greenville, SC 29607
 864-254-9262 wedlakera@mail.com

SCCA/707 (Amended 05/2008) [as modified]

FILED - SUMMARY COURT
 GREENVILLE CO., S.C.
 JUDGE DEAN E. FORBES
 2020 SEP 28 PM 4:17

EXHIBIT MC.2 - Requests for Admissions from MTB Defendant

STATE OF SOUTH CAROLINA	)	2020-CV-23-10201384
	)	
COUNTY OF GREENVILLE	)	CIVIL CASE NUMBER
	)	
Raymond A. Wedlake, as a Member of	)	IN THE MAGISTRATE'S COURT
Woodington Homeowners' Association, Inc.	)	
and on behalf of other-similarly-situated Members	)	
of Woodington Homeowners' Association, Inc.	)	PLAINTIFF'S
PLAINTIFFS	)	
VS.	)	REQUESTS
	)	
Board of Directors of Woodington Homeowners'	)	FOR
Association, Inc., comprised of Mona Craigo,	)	
Edward Decker, and Sandra LaCroix at the time	)	ADMISSIONS
of filing	)	
AND	)	FROM
McCabe, Trotter & Beverly, P.C.	)	
AND	)	MCCABE, TROTTER & BEVERLY,
State Farm Fire and Casualty Company	)	
DEFENDANTS	)	P.C.

COMES NOW Raymond A. Wedlake, Plaintiff (*Pro Se*) and brings several
"Requests for Admissions" (RFA) pursuant to Rule 26(a), SCRCP, which shows
(excerpted, emphasis added):

RULE 26 GENERAL PROVISIONS GOVERNING DISCOVERY
(a) Discovery Methods. Parties may obtain discovery by one or more
of the following methods: depositions upon oral examination or written
questions; written interrogatories; production of documents or things
or permission to enter upon land or other property, for inspection
and other purposes; physical and mental examinations; and
requests for admissions. ...

REQUESTS FOR ADMISSIONS

Plaintiff hereby requests pursuant to Rule 26(a), SCRCP, for Defendant: McCabe, Trotter &
Beverly, P.C. (MTB), within the generic-30-day-time period for responsive pleadings, for the
purposes of this action only, to admit to the following:

1. that forty-six (46) exhibits were attached to Plaintiff's Complaint and its-self-contained "Supplement to Complaint", as dated 06/10/2020;
2. that sixteen (16) exhibits were attached to Plaintiff's "First Amended Complaint", as dated 09/28/2020;
3. that these sixty-two (62) exhibits contain content that is evidentiary in nature;
4. that these 62 exhibits support Plaintiff's Complaint, its Supplement, and his First Amended Complaint;
5. that they have presented no specific evidence to the Court which cites any exhibit as containing evidence that is "in dispute";
6. that they have presented no counter evidence that was filed in support of their statement of "Denied" in their "Answer";
7. that they have presented no counter evidence that was filed with evidentiary support for their "Motion to Dismiss ...";
8. that for Appeals: 2018-001209, 2020-000438, and 2020-000506, no judgments exist;
9. that without a final judgment that exists for any of three Appeals, then claims of "... already litigated ..." are not accurate;

Dated this 30th day of October, 2020.

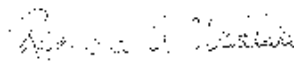

Raymond A. Wedlake, Plaintiff (*Pro Se*)
703 Creekview Drive, Greenville, SC 29607
864-254-9262 wedlakera@mail.com

EXHIBIT MC.1 - Requests for Admissions from Board Defendant

STATE OF SOUTH CAROLINA	)	2020-CV-23-10201384
	)	
COUNTY OF GREENVILLE	)	CIVIL CASE NUMBER
	)	
Raymond A. Wedlake, as a Member of	)	IN THE MAGISTRATE'S COURT
Woodington Homeowners' Association, Inc.	)	
and on behalf of other-similarly-situated Members	)	
of Woodington Homeowners' Association, Inc.	)	PLAINTIFF'S
PLAINTIFFS	)	
VS.	)	REQUESTS
	)	
Board of Directors of Woodington Homeowners'	)	FOR
Association, Inc., comprised of Mona Craigo,	)	
Edward Decker, and Sandra LaCroix at the time	)	ADMISSIONS
of filing	)	
AND	)	FROM THE
McCabe, Trotter & Beverly, P.C.	)	
AND	)	BOARD OF DIRECTORS
State Farm Fire and Casualty Company	)	
DEFENDANTS	)	

COMES NOW Raymond A. Wedlake, Plaintiff (*Pro Se*) and brings several
"Requests for Admissions" (RFA) pursuant to Rule 26(a), SCRCP, which shows
(excerpted, emphasis added):

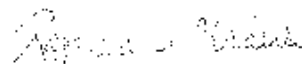
RULE 26 GENERAL PROVISIONS GOVERNING DISCOVERY
(a) Discovery Methods. Parties may obtain discovery by one or more
of the following methods: depositions upon oral examination or written
questions; written interrogatories; production of documents or things
or permission to enter upon land or other property, for inspection
and other purposes; physical and mental examinations; and
requests for admissions. ...

REQUESTS FOR ADMISSIONS

Plaintiff hereby requests pursuant to Rule 26(a), SCRCP, for Defendant: Board of Directors
of Woodington Homeowners' Association, Inc., within the generic-30-day-time period for
responsive pleadings, for the purposes of this action only, to admit to the following:

1. that forty-six (46) exhibits were attached to Plaintiff's Complaint and its-self-contained "Supplement to Complaint", as dated 06/10/2020;
2. that sixteen (16) exhibits were attached to Plaintiff's "First Amended Complaint", as dated 09/28/2020;
3. that these sixty-two (62) exhibits contain content that is evidentiary in nature;
4. that these 62 exhibits support Plaintiff's Complaint, its Supplement, and his First Amended Complaint;
5. that they have presented no specific evidence to the Court which cites any exhibit as containing evidence that is "in dispute";
6. that they have presented no counter evidence that was filed in support of their statement of "Denied" in their "Answer";
7. that they have presented no counter evidence that was filed with evidentiary support for their "Motion to Dismiss ...";
8. that for Appeals: 2018-001209, 2020-000438, and 2020-000506, no judgments exist;
9. that without a final judgment that exists for any of three Appeals, then claims of "... already litigated ..." are not accurate;
10. that exhibits they filed prove nothing as related to evidentiary support for their "Motion to Dismiss ...", given that no Appeal judgment exists.

Dated this 30th day of October, 2020.



Raymond A. Wedlake, Plaintiff (*Pro Se*)
703 Creekview Drive, Greenville, SC 29607
864-254-9262 wedlakera@gmail.com

EXHIBIT MC.3 - Requests for Admissions from State Farm Defendant

STATE OF SOUTH CAROLINA	)	2020-CV-23-10201384
	)	
COUNTY OF GREENVILLE	)	CIVIL CASE NUMBER
	)	
Raymond A. Wedlake, as a Member of	)	IN THE MAGISTRATE'S COURT
Woodington Homeowners' Association, Inc.	)	
and on behalf of other-similarly-situated Members	)	
of Woodington Homeowners' Association, Inc.	)	PLAINTIFF'S
PLAINTIFFS	)	
VS.	)	REQUESTS FOR ADMISSIONS
	)	
Board of Directors of Woodington Homeowners'	)	FROM
Association, Inc., comprised of Mona Craig,	)	
Edward Decker, and Sandra LaCroix at the time	)	STATE FARM
of filing	)	
AND	)	FIRE AND CASUALTY COMPANY
McCabe, Trotter & Beverly, P.C.	)	
AND	)	
State Farm Fire and Casualty Company	)	
DEFENDANTS	)	

COMES NOW Raymond A. Wedlake, Plaintiff (*Pro Se*) and brings several
"Requests for Admissions" (RFA) pursuant to Rule 26(a), SCRCP, which shows
(excerpted, emphasis added):

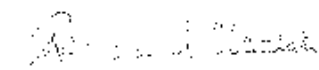
RULE 26 GENERAL PROVISIONS GOVERNING DISCOVERY
(a) Discovery Methods. Parties may obtain discovery by one or more
of the following methods: depositions upon oral examination or written
questions; written interrogatories; production of documents or things
or permission to enter upon land or other property, for inspection
and other purposes; physical and mental examinations; and
requests for admissions. ...

REQUESTS FOR ADMISSIONS

Plaintiff hereby requests pursuant to Rule 26(a), SCRCP, for Defendant: State Farm Fire
and Casualty Company (SF), within the generic-30-day-time period for responsive pleadings, for
the purposes of this action only, to admit to the following:

1. that forty-six (46) exhibits were attached to Plaintiff's Complaint and its-self-contained "Supplement to Complaint", as dated 06/10/2020;
2. that sixteen (16) exhibits were attached to Plaintiff's "First Amended Complaint", as dated 09/28/2020;
3. that these sixty-two (62) exhibits contain content that is evidentiary in nature;
4. that these 62 exhibits support Plaintiff's Complaint, its Supplement, and his First Amended Complaint;
5. that they have presented no specific evidence to the Court which cites any exhibit as containing evidence that is "in dispute";
6. that they have presented no counter evidence that was filed in support of any pleading submitted to the Court;
7. that they have presented no counter evidence that was filed with evidentiary support for their "Motion to Dismiss ...";
8. that the existing Insurance Contract (IC) states nothing to allow SF to lawfully "... provide the HOA Board with a defense in this action under a reservation of rights.";
9. that the existing IC states nothing that "... triggers coverage under the State Farm policy.";
10. that Plaintiffs each pay a part of SF's insurance premium via their HOA dues;
11. that Plaintiffs have an interest, and standing to demand, that SF must adhere to the IC.

Dated this 30th day of October, 2020.



Raymond A. Wedlake, Plaintiff (*Pro Se*)
703 Creekview Drive, Greenville, SC 29607
864-254-9262 wedlakera@mail.com

Exhibit OP.1 - Proof of all requirements for jurisdiction (excerpts from Complaint)

1. All of the Board of Directors (Board) of Woodington Homeowners' Association, Inc. (WHOA), reside in Greenville County, and I believe the defendant: McCabe, Trotter & Beverly, P.C. (McCabe), practices law in Greenville County, which is within the Judge's magisterial jurisdiction and this Complaint is properly filed in Greenville County at address: Clerk of Magistrate's Court, 205 North Maple Street. # 4, Simpsonville, SC 29681, pursuant to Rule 4, SCRMC, which says:

(a) A civil action may be filed in any magistrates court in the county in which at least one defendant resides or where the most substantial part of the cause of action arose, except that civil actions against domestic corporations may be filed in the county where such corporation shall have its principal place of business.

and also comes under the jurisdiction of this Court as stated by the South Carolina (SC) Code of Laws, "HOA Act" :

SECTION 27-30-160. Jurisdiction of magistrates court.

Pursuant to Section 22-3-10, the magistrates court shall have concurrent jurisdiction to adjudicate monetary disputes arising under this article, provided the dispute meets the jurisdictional requirements of Section 22-3-10.

where Section 22-3-10 affirms jurisdiction of this Court:

SECTION 22-3-10. Concurrent civil jurisdiction. [as excerpted]

Magistrates have concurrent civil jurisdiction in the following cases:

(1) in actions arising on contracts for the recovery of money only, if the sum claimed does not exceed seven thousand five hundred dollars;

(11) in any action to recover the possession of personal property claimed, the value of which, as stated in the affidavit of the plaintiff, his agent, or attorney, does not exceed the sum of seven thousand five hundred dollars;

Exhibit OP-2

Preamble which begins the "Declaration of Covenants,
Conditions and Restrictions for Woodington Subdivision" (Covenants)
(excerpted from "Supplement to Complaint")

2. Plaintiff is a law-abiding citizen, and expects the Board to act in a law-abiding manner. When they perpetrate unlawful actions upon Members, Plaintiff has specific-Covenants-given authority to: "... prosecute any proceeding at law or in equity against the person or persons violating ...", as stated in the Covenants (p. 913) (emphasis added):

... If the undersigned, its successors or assigns, or any owner of any lot, their heirs or assigns, **should violate** or attempt to violate any of the **covenants**, conditions and restrictions herein contained, it **shall be lawful for any person or persons owning any of the real estate described above to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate same, to either prevent his or them from so doing, or to recover damages for such violations, ...**

Exhibit OP.3

Valid-applicable sections from SC Code of Laws, from the
"South Carolina Nonprofit Corporation Act of 1994" (NPCA)
(excerpted from "Supplement to Complaint")

7. By-Laws cannot be used to overrule the law as stated by the NPCA (emphasis added):

SECTION 33-31-206. Bylaws.

(a) The incorporators or board of directors of a corporation shall adopt bylaws for the corporation.

(b) The bylaws may contain any provision for regulating and managing the affairs of the corporation that is not inconsistent with law or the articles of incorporation.

Plaintiff claims that the counting method as specified in By-Laws, Article XVII, Section 3, is an error of law pursuant to NPCA Section 33-31-206, because this By-Laws provision is "inconsistent with law", and thus must be deemed null and void.

11. Per NPCA Section 33-31-831, the Board cannot use their control for ballots not voted by Members, which nullifies "Board Proxies" as voted to claim "PASSED". The NPCA is specific in its statement that: "... voted under the control of a director ... may not be counted in a vote of members to determine whether to authorize, approve, or ratify a conflict of interest transaction under subsection (c)(2)" where excerpts from the NPCA show (emphasis added):

SECTION 33-31-831. Director conflict of interest.

(a) A **conflict of interest transaction** is a transaction with the corporation in which a **director** of the corporation has a **direct** or indirect **interest**. A conflict of interest transaction is not voidable [I]or [on] the basis for imposing liability on the director if the transaction was fair to the corporation at the time it was entered ...

(c) A transaction in which a director of a mutual benefit corporation has a conflict of interest may be approved if:

(2) the material facts of the transaction and the director's interest were disclosed or known to the members and they authorized, approved, or ratified the transaction.

(f) For purposes of subsection (c)(2), a conflict of interest transaction is authorized, approved, or ratified by the members if it receives a **majority** of the votes entitled to be counted under this subsection. **Votes cast** by or voted under the control of a **director** who has a **direct** or indirect **interest** in the transaction, ... may **not** be counted in a vote of members to determine whether to **authorize, approve, or ratify a conflict of interest transaction** under subsection (c)(2). ...

and therefore the By-Laws provision which allows: "... Ballots of Members not returned by the specified return date shall be voted by the Board. ...", is "inconsistent with law", and must be cited as null and void (emphasis added):

ARTICLE XVII - AMENDMENTS AND VOTING

Section 3: Any and all issues may be resolved per the simple majority result of vote by ballot by all Association Members. The Board Secretary shall deliver a ballot to every Member, with a specified return date determined by the Board. The return date shall be no earlier than twenty-one (21) days from date of delivery. The voting period shall include at least three Saturdays, and three Sundays, where end of the voting period shall be neither Saturday nor Sunday. **Ballots of Members not returned by the specified return date shall be voted by the Board.** The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members.

EXHIBIT OP.4.1 - Appellant Objected to the Proposed Order,
but was not Given Time to Respond

From: "Ray Wedlake" <wedlakera@mail.com>
To: emillerse@sccourts.org
Cc: mmurphy@clarksonwalsh.com, larmstrong@clarksonwalsh.com, sgray@clarksonwalsh.com
Subject: RE: Proposed Order for 2019-CP-23-01501 - Summary Judgment
Date: Tue, 10 Mar 2020 23:31:25

Dear Honorable Judge Miller:

Please recall my "Notice of Unavailability" which was filed in the Public Index on February 4, 2020, also recalling that unavailability is due to "Community Service" as I volunteer as a Tax-Aide Counselor to help individuals prepare and electronically file their United States and South Carolina tax returns. This week, I am committed to a Tax-Aide site on all remaining days (including Saturday).

Would you be so kind, please, to defer issuing the Proposed Order (PO) until sometime next week? I would like to have, and to take, the time to suggest a Plaintiff's version for a PO. My initial reaction to the non-judicial content of the PO is that it is totally absurd, and totally inappropriate as a Circuit-Court Order. The PO is basically a recitation, in some cases verbatim, of their "... Memorandum in Support of Their Motion for Summary Judgment". Other initial reactions to the PO are appended.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Never let failure get to your heart !!
Stop organized crime. Re-elect no one !

----- Original Message -----

Sent: Tuesday, March 10, 2020 at 1:33 PM
From: "Stephanie Gray" <sgray@clarksonwalsh.com>
To: "emillerse@sccourts.org" <emillerse@sccourts.org>
Cc: "Ray Wedlake" <wedlakera@mail.com>, "Michael Murphy" <mmurphy@clarksonwalsh.com>, "Lisa Ledbetter" <larmstrong@clarksonwalsh.com>
Subject: 2019-CP-23-01501; Wedlake v. Bashor

Good afternoon,

Please find the attached Proposed Order Granting Defendants' Motion for Summary Judgment. I have included Mr. Wedlake on this email as well.

Thank you kindly,

Stephanie Gray
Legal Assistant
sgray@clarksonwalsh.com
Direct: 864.720.1998

1164A Woodruff Road | Greenville, SC 29607
P.O. Box 6728 | Greenville, SC 29606
Office: 864.232.4400 | Fax: 864.235.4399
www.clarksonwalsh.com

This communication, together with any attachments hereto or links contained herein, is for the sole use of the intended recipient(s) and may contain information that is confidential or legally protected. If you are not the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution or use of this communication is STRICTLY PROHIBITED. If you have received this communication in error, please notify the sender immediately by return e-mail message and delete the original and all copies of the communication, along with any attachments hereto or links herein, from your system.

----- Appendix -----

The Proposed Oder contains content which is:

- > irrelevant and definitely inappropriate for a court's order
- > neither accurate nor germane to the issues presented, and therefore should be stricken
- > unnecessary and incomplete in any event, and therefore should be stricken
- > not reflective of a judicial viewpoint nor proper judicial objectivity
- > not reflective of the fact that there were multiple disputes of material fact
- > presenting and raising questions of material fact
- > conclusionary as in a trial setting, which is not appropriate for a finding of summary judgment
- > in dispute by Plaintiff, who presented well-articulated argument based upon statute, yet his argument was not addressed at the Hearing, nor is it noted in this proposed order

Exhibit OP4.2

Content found in the Order was not stated by the Court during the Hearing

The only-substantive-Hearing comments made by the Court were:

[Transcript Page] 13

15 **THE COURT:** So if I understand you correctly that these
16 attorney's fees -- these attorney's fees that were incurred to
17 defend your lawsuits, you're saying it's your position that
18 the board should have just rolled over and let you win your
19 lawsuits. I'm not asking for a response.
20 I would suggest -- you're a very studious individual.
21 And I think I've told you before that we welcome pro se
22 litigants. But we hold them to the same standards as we do
23 attorneys. And I suggest that you review Rule 11 with respect
24 to sanctions for pleadings or lawsuits that are -- have no
25 valid basis or merit.

[Transcript Page] 14

1 Having said that, I am going to grant the motion for
2 Summary judgment. I'm going to request that counsel prepare
3 an order to reflect the arguments presented today. All right?

Exhibit OP.4.4

Falsified content taken from the Order appears in "... Motion to Dismiss"

- "[The Board] properly counted the ballots both returned and not returned in accordance with the HOA Bylaws, and in no way breached its fiduciary duty to WHOA members."
- "Based on the plain language of the Bylaws, it appears that [the Board] acted in accordance with the WHOA Bylaws."
- "[The Board] have done nothing improper, have acted in accordance with the WHOA Bylaws, and did not violate their fiduciary duty to its members."
- "[The Board] were not in violation of the South Carolina Non-Profit Act as it pertains to the approval for the proposed ballots for indemnification and payment of legal fees."

EXHIBIT OP.5 - Amicable Agreement, May 2016

May 30, 2016

Mr. Ray Wedlake
703 Creekview Dr.
Greenville, SC 29607

Subject: Garage Door Paint

Dear Ray:

The Woodington Homeowners Association Board of Directors and the Architectural Committee reviewed your email of May 8th. In this email you describe three options for painting your garage door; 1) all red, 2) a checkerboard design, and 3) a two-color red and white design similar to the garage door at 307 Woodington Drive. You stated your preferred option is number 3. The Board of Directors and Architectural Committee concluded that option 3 is an acceptable paint design for the garage door.

Please prepare a Request For Architectural Improvement Form describing your request to paint your garage door in this manner. This is our normal procedure and allows us to maintain a record of such requests in our files. You should have received one of these forms recently. Please provide a paper copy of the Request Form to George Padgett at 305 Woodington Drive by Monday, June 6, 2016. If you prefer you may provide the Request to any member of the Board of Directors.

Thank you for your suggested solutions to this issue. We assure you we will process your request quickly.

Sincerely,
The Woodington Board
The Woodington Architectural Committee

Exhibit OP.6

The only potentially-related claim found in the "Causes of Action" section
(as excerpted from "Supplement to Complaint")

CAUSES OF ACTION

92. McCabe admitted that WHOA was not their client, and WHOA by McCabe's own admissions was "... never a party ...", but yet violated their "South Carolina Lawyer's Oath" (Exhibit 46) which shows (emphasis added):

I will respect and preserve inviolate the confidences of my clients, and
will **accept no compensation** in connection with a client's business
except from the client or with the client's knowledge and approval;

by sending an invoice to WHOA, to whom they provided no legal services as related to their defense of 2017-Board-members in Case [2017-CP-23-06301]. Thus, Plaintiff suggests this Court find McCabe's bill to WHOA was illegitimate, so funds paid to McCabe to date from WHOA are properly held in escrow at this time until after resolution of pending Appeal 2018-001209.

Exhibit OP.7

Plaintiff's points are fully substantiated by case precedents

The assertion of *res judicata* does not properly defend against a direct action to set aside a judgment. In *Cathcart v. Hopkins*, 119 S.C. 190, 207, 112 S.E. 64, 69-70 (1922), the Court stated the premise upon which the doctrine of *res judicata* rests:

"[A] fact which has been directly tried and decided by a Court of competent jurisdiction cannot be contested again between the same parties in the same or any other Court, and ... where some controlling fact or question material to the determination of both actions has been determined in a former suit, and the same fact [or] question is again at issue between the same parties, its adjudication in the first will, if properly presented, be conclusive of the same question in the latter suit, without regard to whether the cause of action is the same or [284 S.C. 490] not, or whether the second suit involves the same or a different subject-matter, or whether or not [it] is in the same form of proceeding A matter ... which has been solemnly adjudicated by a Court of competent jurisdiction, must, in subsequent litigation between the same parties, where the same question or questions arise, be deemed to have been finally and conclusively settled, except where the litigation is a direct proceeding for the purpose of reversing or setting aside such adjudication." 15 R.C.L. tit. Judgments, Section 450. [emphasis added]

...
[as excerpted from *Anderson v. Anderson*, 327 S.E.2d 355, 284 S.C. 487 (S.C. App. 1984)]

A case that is **dismissed 'with prejudice'** indicates an adjudication on the merits and, pursuant to *res judicata*, prohibits subsequent litigation to the same extent as if the action had been tried to a final adjudication." *Nelson v. QHG of S.C., Inc.*, 354 S.C. 290, 311, 580 S.E.2d 171, 182 (Ct.App.2003).
[as excerpted from *Rim Associates v. Blackwell*, 359 S.C. 170, 597 S.E.2d 152 (S.C. App. 2004)]

... Moreover, [Greenville] Hospital System failed to prove, (1) identity of the parties; (2) identity of the subject matter; and (3) a final judgment in the former suit on the merits. All of which are necessary elements in order to invoke the doctrine of *res judicata*. See: *Wold* [276 S.C. 320] v. *Funderburg*, 250 S.C. 205, 157 S.E.2d 180 (1967). [as excerpted from *John D. Hollingsworth on Wheels, Inc. v. Greenville County Treasurer*, 278 S.E.2d 340, 276 S.C. 314 (S.C. 1981)]

Exhibit OP.8

The "... Motion to Dismiss" argument that Collateral Estoppel applies in 2020-CV-23-10201384 is **not** supported by evidence, facts, nor by case precedents

Beall v. Doe, 281 S.C. 363, 315 S.E.2d 186 (Ct. App. 1984)

The doctrines of *res judicata* and collateral estoppel are ... two different concepts. A final judgment on the merits in a prior action will **conclude the parties and their privies** under the doctrine of *res judicata* in a **second action based on the same claim as to issues actually litigated** and as to issues which might have been litigated in the first action. Under the doctrine of **collateral estoppel**, ... the **second action** is based upon a **different claim** and the **judgment in the first action precludes relitigation of only those issues actually and necessarily litigated and determined** in the first suit. *Id.* at 369 n.1, 315 S.E.2d at 190 n.1.

Under the doctrine of **collateral estoppel**, once a **final judgment on the merits** has been reached in a prior claim, the relitigation of those issues **actually and necessarily litigated and determined** in the first suit are precluded as to the parties and their privies in any subsequent action based upon a different claim.

The factors to consider in determining whether the defense of collateral estoppel exists and whether the issues were actually litigated in the first suit include: [a] whether privity exists, [b] whether the doctrine is used offensively or defensively, and [c] whether the party adversely affected had a full and fair opportunity to litigate the relevant issue effectively in the prior action. *Pye v. Aycock*, 325 S.C. 426, 480 S.E.2d 455 (Ct. App. 1997). The party asserting collateral estoppel **must prove** that the issue was **actually litigated and directly determined** in the prior action and that the matter or fact directly in issue **was necessary to support the first judgment**. *Carrigg v. Cannon*, 347 S.C. 75, 552 S.E.2d 767 (Ct. App. 2001); *Beall v. Doe*, 281 S.C. 363, 315 S.E.2d 186 (Ct. App. 1984). **Only a party to a prior action or one in privity with the party can be precluded from relitigating an issue on the basis of offensive collateral estoppel.** *Carrigg*, 347 S.C. at 80, 552 S.E.2d at 770.

EXHIBIT D - DIRECTORS AND OFFICERS LIABILITY

CMP-4814
Page 1 of 3

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CMP-4814 DIRECTORS AND OFFICERS LIABILITY

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

1. The following coverage is added to SECTION II — LIABILITY:

DIRECTORS AND OFFICERS LIABILITY

- a. When a Limit Of Insurance is shown in the Declarations for Directors And Officers Liability, we will pay those sums that the insured becomes legally obligated to pay as damages because of a "wrongful act" to which this endorsement applies.

We will have the right and duty to defend the insured, by counsel of our choice, against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this endorsement does not apply. We may at our discretion, investigate any incident and settle any claim or "suit" with or without the insured's consent, for any reason and at any time. But:

- (1) The most we will pay for damages is limited as described in **SECTION II — DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE**; and

- (2) Our right and duty to defend end when we have used up that amount in the payment of judgments or settlements for a "wrongful act".

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **Section II — Supplementary Payments**.

- b. This insurance applies to a "wrongful act" only if the "wrongful act" takes place:

- (1) During the policy period and a claim is made in writing or "suit" filed and brought no later than one year from the end of the policy period; or

- (2) Prior to the policy period where:

- (a) There is no other insurance which:
i. Is valid and collectible; or

- ii. Would be valid and collectible but for the exhaustion of the limits of insurance;

- (b) No insured listed under **SECTION II — WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of a "wrongful act", had prior knowledge or could reasonably have foreseen any circumstances which might result in a claim or "suit"; and

- (c) A claim is made in writing or "suit" filed and brought during the policy period.

- c. All damage involving a single "wrongful act" or a series of related "wrongful acts", caused by one or more persons, is considered one "wrongful act".

2. With respect to coverage provided under **Directors And Officers Liability**, all exclusions under **Section II — Exclusions** are replaced with the following:

Section II — Exclusions

This coverage provided under **Directors And Officers Liability** does not apply to:

- a. **Criminal Acts**

Dishonest, fraudulent, criminal or malicious act, including fines and penalties resulting from these acts.

- b. **Actual Knowledge Or Intent**

"Wrongful act" by an insured with actual knowledge of its wrongful nature or with intent to cause injury or damage.

- c. **Bodily Injury, Property Damage Or Personal Or Advertising Injury**

"Bodily injury", "property damage" or "personal or advertising injury" liability.

- d. **Profit Or Advantage From Securities**

Any profit, remuneration or advantage, resulting from the purchase or sale of any securities, including an accounting of these.

e. Salaries Or Compensations

Salaries, compensations, bonuses or other remuneration, of employees, directors, officers, "managers" or trustees.

f. Insurance Policy and Claims

Any failure or omission to effect, maintain, or procure any insurance policy or bond, including any failure or omission to report a loss or obtain proper amounts, forms, conditions or provisions on any insurance policy or bond.

g. Personal Profit Or Advantage

Damages arising out of any transaction of the insured from which the insured will gain any personal profit or advantage, which is not shared equitably by the members of the organization.

h. Civil Right Violations

Violations of any federal or state civil rights law or local ordinance, including but not limited to discrimination on account of race, religion, disability, sex or age.

i. Non-Monetary Relief

Any costs incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief.

j. Fines Or Penalties

Any civil or criminal fines or penalties imposed by law or taxes.

k. ERISA

Any obligation of the insured under the Employees' Retirement Income Security Act (ERISA) and any amendments thereto or any similar federal, state or local statute.

l. Pollution, "Fungi" Or Bacteria

"Pollutants", "fungi", bacteria, wet or dry rot or nuclear reaction or the cost or expense to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "pollutants", "fungi", bacteria, wet or dry rot or nuclear reaction.

m. Construction Operations

Damage caused by or resulting from operations (including construction, design, survey and engineering services) performed by or on behalf of the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

n. Rights Against Builder

Any failure or inability of any insured to enforce your rights against the declarant, builder, sponsor, developer, promoter, engineer or architect at any premises insured under this policy.

o. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

p. Employment-Related Practices

(1) Damages to:

(a) A person arising out of any:

- i. Refusal to employ that person;
- ii. Termination of that person's employment; or
- iii. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, malicious prosecution, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of Paragraph (a) above.

(2) This exclusion applies:

(a) Whether the insured may be liable as an employer or in any other capacity;

(b) To any obligation to share damages with or repay someone else who must pay damages because of the injury; or

(c) Whether the injury causing event described in Paragraph (1)(a) above occurs before employment, during employment or after employment of that person.

q. Other Organizations

Any "wrongful act" committed or allegedly committed by any insured serving in any position or capacity in any organization or association other than the Named Insured even if the Named Insured directed or requested that insured to serve in such other position or capacity.

r. Supervision Of Contractors

Any "wrongful act" in the selection or direct or indirect supervision of any contractor or subcontractor liable or alleged to be liable for any defect in construction at any premises insured under this policy.

s. Budgeting

Any act or failure to budget, reserve, conduct reserve studies or account for the cost to upkeep, maintain or address deficiencies or repairs regarding any premises insured under this policy.

3. With respect to coverage provided under Directors And Officers Liability, SECTION II — WHO IS AN INSURED is replaced by the following:

The unqualified word insured means only the following:

a. Any of your directors, officers, "managers" or trustees, collectively and individually, which form your administrative body provided that each individual:

- (1) Is duly elected or appointed to serve on the managing body of the organization; and
- (2) Acts within the scope of their duties as a director, officer, "manager" or trustee on your behalf;

However if the declarant, builder, sponsor, developer, promoter, engineer or architect is also a director, officer, "manager" or trustee, the declarant, builder, sponsor, developer, promoter, engineer or architect is an insured, but only with respect to their liability arising solely out of his or her capacity as a director, officer, "manager" or trustee.

b. The Named Insured shown in the Declarations with respect to liability because of "wrongful acts" committed by an insured.

c. Any of your members or renters, but only with respect to their liability for your activities or activities they perform on your behalf as a member of a committee appointed by the administrative or managing body.

d. Any lawful spouse of any person identified in Paragraph a.(1) or a.(2) above, but only in respect to liability arising solely out of his or her capacity as a spouse where such liability seeks damages from the marital property, community property, jointly held property or property transferred from any

person identified in Paragraph a.(1) or a.(2) above. The spouse is not an insured for any "wrongful act" of any person in Paragraph a.(1) or a.(2) above.

e. No person or organization, including those listed in Paragraphs a. through d. above, is an insured with respect to "wrongful acts":

- (1) For which that person or organization may be liable in their capacity as a declarant, builder, sponsor, developer, promoter, engineer or architect; or
- (2) While acting within the scope of their duties for a declarant, builder, sponsor, developer, promoter, engineer or architect.

4. With respect to coverage provided under Directors And Officers Liability, SECTION II — LIMITS OF INSURANCE is replaced by the following:

SECTION II — DIRECTORS AND OFFICERS LIABILITY LIMITS OF INSURANCE

a. The Limits Of Insurance for Directors And Officers Liability, shown in the Declarations, and the rules below, fix the most we will pay regardless of the number of:

- (1) Insureds;
- (2) Premises insured;
- (3) Claims made or "suits" brought; or
- (4) Persons or organizations making claims or bringing "suits".

b. The most we will pay for damages because of any one "wrongful act" is the Directors And Officers Liability Limit shown in the Declarations.

The most we will pay for the sum of all damages because of all "wrongful acts" during the policy period is the Directors And Officers Aggregate Limit shown in the Declarations.

5. With respect to coverage provided under Directors And Officers Liability, the following definition is added to SECTION II — DEFINITIONS:

"Wrongful act" means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an insured arising solely out of his or her capacity as director, officer, "manager" or trustee relating to the operations of your organization.

All other policy provisions apply.

EXHIBIT OD.1 - Stipulation of Issues for Trial 2017-CP-23-06301

OVERVIEW SUMMARY OF SIX – DECLARATORY - JUDGMENT ISSUES

- 1a. ... the Board ... must comply with ... the Association's bylaws.
- 1b. ... that the bylaws place a duty on the Board ... to fill a vacancy ...
- 1c. ... that the bylaws require a majority of all members to both enter into, and to renew,
management contract.
- 1d. ... that the bylaws do not permit a Director to remain beyond a five-year term ...
- 1e. ... that the Bylaws ... do not permit delegation of the role or authority of the Board.
- 1f. ... that the Bylaws require the Board ... to send out a ballot to the membership for voting
if a proposed amendment to the Bylaws is submitted by an eligible member.

[The stamped-Court-filed document of March 29, 2018 continues on the next page]

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)
)

IN THE COURT OF COMMON PLEAS
FOR THE 13TH JUDICIAL CIRCUIT
C/A No.: 2017-CP-23-6301

Raymond A. Wedlake, individually and)
derivatively, on behalf of all Members of)
the Woodington Homeowners')
Association, Inc.,)

Plaintiff(s),)

v.)

Benjamin Acord, William Craigo, Denis)
Esteve, and Brian James in their capacity as)
the current Board of Directors of the)
Woodington Homeowners' Association,)
Inc.,)

and,)

Association Management Group SC, Inc.,)

Defendant(s).)

STIPULATION OF ISSUES FOR TRIAL

017402.00009

The parties hereto, by and through their undersigned counsel, hereby stipulate and agree to the following issues for trial and that the trial shall be limited to such issues:

1. Plaintiff seeks a declaratory judgment and declaratory relief as follows:
 - a. A declaration that the Board of the Woodington Homeowners' Association, Inc. (the "*Association*") must comply with, and enforce in accordance with their terms, the Association's bylaws.
 - b. That the court construe the Bylaws of the Association and declare that the bylaws place a duty on the Board of Directors to fill a vacancy on the Board of Directors and the Board of Directors must make reasonable efforts to do so.
 - c. That the court construe the Bylaws of the Association and declare that the bylaws require a majority of all members to both enter into, and to renew, a management contract.

- d. That the court construe the Bylaws of the Association and declare that the bylaws do not permit a Director to remain beyond a five-year term, and in any event, for not more than one additional year beyond such five-year period.
 - e. That the court declare that the Bylaws of the Association do not permit delegation of the role or authority of the Board.
 - f. That the court construe the Bylaws of the Association and declare that the Bylaws require the Board of Directors to send out a ballot to the membership for voting if a proposed amendment to the Bylaws is submitted by an eligible member.
2. Plaintiff seeks an award of Nominal Damages against defendants.
 3. Plaintiff seeks an award of court costs and legal fees if such costs and fees are paid by the Association's insurance carrier.
 4. Defendants Benjamin Acord, William Craigo, Denis Esteve, and Brian James (collectively, "*Defendants*") preserve all defenses to Plaintiff's claims and nothing herein shall be construed to infer a waiver of any defenses by Defendants or that Defendants in any way stipulate that the matters raised by Plaintiff or the relief sought by Plaintiff are proper matters before the Court or proper matters to be heard by the Court.

The e-filer affirmatively states that he has obtained the required consent pursuant to Rule 5 of the E-filing Rules to use the electronic signature of Grant H. Gibson.

/s/ Ely O. Grote
 Ely O. Grote (SC Bar No.: 75379)
 McCabe, Trotter & Beverly, P.C.
 P.O. Box 212069, Columbia, SC 29221
 Telephone: (803) 724-5000
 Email: ely.grote@mccabecrobb.com
*Attorneys for Defendants Benjamin Acord,
 William Craigo, Denis Esteve, and Brian
 James*

/s/ Grant H. Gibson
 Grant H. Gibson (SC Bar No.: 9269)
 G. Gibson & Associates, LLC
 1200 Woodruff Rd., A-3
 Greenville, South Carolina 29607
 Telephone: (864) 630-7471
 Email: grant.gibson@ggall.com
Attorney for Plaintiffs

Columbia, South Carolina
 March 29, 2018

EXHIBIT OD.2 - Issues 2018-CP-23-03758

THIS CASE NEVER CAME TO COURT - NO ISSUES WERE LITIGATED
MEDIATION RESULTED IN AN INDEPENDENT SETTLEMENT AGREEMENT

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, Raymond A. Wedlake, prays for judgment against Defendants,
as follows:

- A. That this Court find against Defendants and in favor of Plaintiff with regard to his claim of Defamation, both as to Libel and Slander.
 - B. That this Court award Plaintiff damages in an amount commensurate with the injury sustained by Plaintiff to his reputation as a result of such Defamation.
 - C. That this Court award Plaintiff the reasonable costs and expenses of this action, including reasonable attorney's fees;
- and,
- D. That this Court grant such other and further relief as this Court deems equitable and just under the circumstances.

Dated this 13th day of July, 2018.

PLAINTIFF HAS A LAWFUL RIGHT TO CORPORATE INFORMATION

Civil Case No. 2018-CP-23

2019-CP-23-00269

PRAYER FOR RELIEF

VERIFIED COMPLAINT FOR

DECLARATORY JUDGMENT

WHEREFORE, Plaintiff, Raymond A. Wedlake, appearing *pro se*, prays for judgment for the

Plaintiff, as follows:

AND INJUNCTIVE RELIEF

- A. That the Court find against Defendants and grant Plaintiff's request for a Declaratory
(NON-JURY)
Judgment confirming under the NPCA that Plaintiff is entitled to "inspect and copy"
requested Documents, specifically the List from November 9, 2018 balloting;
- B. That the Court confirm Plaintiff has a right for access to requested Documents per NPCA
Section 33-31-1602(d), and other all sections of NPCA granting such right;
- C. That the Court compel Defendants to permit such inspection and copying of Documents, and
to provide the List from ballots of November 9, 2018;
- D. That the Court affirm a Board must act with good faith to provide access to Documents to
which Plaintiff is entitled, and to which such right to "inspect and copy" exists;
- E. That the Court recognize Injunctive Relief is appropriate and necessary to carry out the
Court's Declaratory Relief;
- F. That this Court award Plaintiff "Nominal Damages" of \$1;
- G. That this Court award Plaintiff the reasonable costs and expenses of this action;
- and,
- H. That this Court grant such other and further relief as this Court deems equitable and just
under the circumstances.

Dated this 17th day of January, 2019.

MANY FACTS CITED SUPPORTING EVIDENCE;
HOWEVER, ISSUES FOR LITIGATION WERE LIMITED TO ONLY THOSE ISSUES
PURSUANT TO RELIEF THAT WAS SOUGHT

PRAYER FOR RELIEF

- A. Plaintiff prays for the Court to find in favor of Plaintiff's claim against Defendants for Breach of Covenant of Good Faith and Breach of Fiduciary duty;
- B. Plaintiff prays for the Court to order that Defendants demand recovery from McCabe to WHOA for any and all monies already paid, resulting from 2017-CP-23-06301 or 2018-001209; or, in any event that such funds be placed and held in escrow, until after a final judgment is rendered;
- C. That this Court award Plaintiff "Nominal Damages" of \$1;
- D. That this Court award Plaintiff the reasonable costs and expenses of this action;
and,
- E. That this Court grant such other and further relief as this Court deems equitable and just under the circumstances.

Dated this 21st day of March, 2019.

FILED JANUARY 11 AM 10:20 2019 MAR 23 9:42 AM - GREENVILLE - COMMON PLEAS - CASE#2019CP2301501

EXHIBIT OP.5 - Amicable Agreement, May 2016

May 30, 2016

Mr. Ray Wedlake
703 Creekview Dr.
Greenville, SC 29607

Subject: Garage Door Paint

Dear Ray:

The Woodington Homeowners Association Board of Directors and the Architectural Committee reviewed your email of May 8th. In this email you describe three options for painting your garage door; 1) all red, 2) a checkerboard design, and 3) a two-color red and white design similar to the garage door at 307 Woodington Drive. You stated your preferred option is number 3. The Board of Directors and Architectural Committee concluded that option 3 is an acceptable paint design for the garage door.

Please prepare a Request For Architectural Improvement Form describing your request to paint your garage door in this manner. This is our normal procedure and allows us to maintain a record of such requests in our files. You should have received one of these forms recently. Please provide a paper copy of the Request Form to George Padgett at 305 Woodington Drive by Monday, June 6, 2016. If you prefer you may provide the Request to any member of the Board of Directors.

Thank you for your suggested solutions to this issue. We assure you we will process your request quickly.

Sincerely,
The Woodington Board
The Woodington Architectural Committee

to Complaint, and First Amended Complaint

MANY FACTS CITED SUPPORTING EVIDENCE;

HOWEVER, ISSUES FOR LITIGATION WERE LIMITED TO ONLY THOSE ISSUES

PURSUANT TO CAUSES OF ACTION, AND RELIEF THAT WAS SOUGHT

SUMMARY OF ISSUES FOUND IN COMPLAINT, AND SUPPLEMENT (excerpted)

88. ... Covenants are the controlling document ... the Board has no legal right to impose any assessment upon Members to pay for Fees, since it is not a power granted to them in the Contract. ...

89. ... Court must annul and void any and all extended powers added in the By-Laws, which were not granted to the Board in the Covenants.

90. Pursuant to NPCA Section 33-31-206, By-Laws provisions that are "inconsistent with law" are therefore null and void. Also per NPCA Section 31-33-724 the Board must possess a signed-proxy-appointment form to act as Proxy for a Member. ... This Court must disallow the Board to vote ballots ... recognizing By-Laws Article XVII, Section 3, as a provision that is inconsistent with law.

91. ... conspiracy perpetrated by McCabe and the Board exists, and thus this Court must find that McCabe extorted WHOA funds.

92. McCabe admitted that WHOA was not their client, and WHOA by McCabe's own admissions was "... never a party ...", but yet violated ... by sending an invoice to WHOA, to whom they provided no legal services as related to their defense of 2017-Board-members in Case [C6301]. ... McCabe's bill to WHOA was illegitimate ... until after resolution of pending Appeal 2018-001209.

93. McCabe is legally obligated to "... contribute back ..." to WHOA pursuant to NPCA Section 33-31-833(b)(2), and thus this Court must so order McCabe to "pay back".

94. Pursuant to NPCA 33-31-834(a and b), the Board has no immunity from suit. ...

95. Pursuant to NPCA Section 33-31-830 ... the Board did not act in good faith, nor with the care an ordinarily-prudent person would exercise, nor in a manner reasonably believed to be in the best interests of the corporation. ...

SUMMARY OF PRAYER FOR RELIEF (excerpted)

A1. Construe the Contract and provide Declaratory Judgment (DJ) for breach of contract, confirming no authority nor powers are given to the Board under the Covenants to assess Members for Fees [legal fees];

A2. Construe the Covenants and By-Laws and provide DJ that the By-Laws conflict with the Covenants regarding authority and powers to assess Members for Fees, and thus the Covenants must control;

A3. Construe opinions issued by the Attorney General, and provide DJ that the Board cannot use the By-Laws, nor any "governing" document which came after the Covenants, to give to themselves extended or additional authority or powers that were not specifically granted by the Covenants;

B. ... Court to find ... against McCabe [MTB]:

B1. conspiracy and extortion;

C. ... Court ... Order ... the Board:

C1. to pay back to other-similarly-situated Members any-and-all assessments paid to date by Members for Fees;

C6. to declare null and void all of By-Laws Revisions 1, 2, and 3, since no By-Laws revision to date was approved by Members as defined and required by NPCA Section 33-31-140;

D. ... Court ... Order ... McCabe:

D1. to pay back \$7493 to WHOA Board;

D2. in the alternative, to set aside and hold in escrow such WHOA funds possessed by McCabe, until after a final judgment is rendered from pending Appeal 2018-001209;

SUMMARY OF ISSUES FOUND IN AMENDED COMPLAINT

26. SF [State Farm] has violated provisions and exclusions found in the ICO [insurance contract], and all such actions contrary to their ICO with WHOA, which is a matter of record, leave SF in BOC [breach of contract].

27. BOC by SF, who is contractually obligated to comply with the ICO, is an actionable status upon which this Court can grant requested relief.

28. By providing "coverage" to the Board in this instance, contrary to contractual obligations as found in the ICO which prohibit coverage, SF is enabling legal malpractice on the part of CWC [Clarkson, Walsh & Coulter, P.A.], based upon information and belief.

29. Plaintiff's FAC [First Amended Complaint] takes away "monetary damages", and thus SF is contractually bound by the ICO not to provide coverage to the Board ...

SUMMARY OF AMENDED PRAYER FOR RELIEF (excerpted)

Plaintiff reiterates and affirms all prayers for relief: A – F found in CPS [Complaint Plus Supplement], where however, the amount of “Nominal Damages” needs to be amended to zero dollars in “E”:

E. That this Court award ... Nominal Damages of \$0 = zero dollars;

... addition of amended prayers ...

G. ... Court to find ... against SF, giving Declaratory Judgment for Breach of Contract;

H. ... Court ... Order ... for SF:

H1. to request return to SF of all payments made to CWC for Plaintiff's case;

H2. pursuant to the ICO that SF is contractually bound not to provide “coverage” to the Board because no monetary damages are sought in Plaintiff's case.

EXHIBIT OD.6 - Statute Recognizes Third-Party Claims

SECTION 38-59-20. Improper claim practices. [emphasis added;
Former 1976 Code Section 38-37-1110]

Any of the following acts by an insurer doing accident and health insurance, property insurance, casualty insurance, surety insurance, marine insurance, or title insurance business, if committed without just cause and performed with such frequency as to indicate a general business practice, constitutes improper claim practices:

(1) Knowingly misrepresenting to insureds or **third-party claimants** pertinent facts or policy provisions relating to coverages at issue or providing deceptive or misleading information with respect to coverages.

(2) Failing to acknowledge with reasonable promptness pertinent communications with respect to claims arising under its policies, **including third-party claims** arising under liability insurance policies.

(3) Failing to adopt and implement reasonable standards for the prompt investigation and settlement of claims, **including third-party liability claims**, arising under its policies.

(4) Not attempting in good faith to effect prompt, fair, and equitable settlement of claims, **including third-party liability claims**, submitted to it in which liability has become reasonably clear.

(5) Compelling policyholders or claimants, **including third-party claimants** under liability policies, to institute suits to recover amounts reasonably due or payable with respect to claims arising under its policies by offering substantially less than the amounts ultimately recovered through suits brought by the claimants or through settlements with their attorneys employed as the result of the inability of the claimants to effect reasonable settlements with the insurers.

(6) Offering to settle claims, **including third-party liability claims**, for an amount less than the amount otherwise reasonably due or payable based upon the possibility or probability that the policyholder or claimant would be required to incur attorneys' fees to recover the amount reasonably due or payable.

(7) Invoking or threatening to invoke policy defenses or to rescind the policy as of its inception, not in good faith and with a reasonable expectation of prevailing with respect to the policy defense or attempted rescission, but for the primary purpose of discouraging or reducing a claim, **including a third-party liability claim**.

(8) Any other practice which constitutes an unreasonable delay in paying or an unreasonable failure to pay or settle in full claims, **including third-party liability claims**, arising under coverages provided by its policies.

FIGURE 1 - Six Member Statements Denying Defendants as Proxy, November 9, 2018 Ballots

(upon request, non-redacted statements will be supplied to the Court as confidential documents)

Statement "Version B" - No ballots were not returned

Pertaining to Two Ballots of November 9, 2018:

Ballot 1: "The Association shall indemnify the 2017 Board Members ..."

Ballot 2: "... the proposed payment plan shall be utilized to pay ..."

1. Were you a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, representing the voting unit at [REDACTED] Creekview Drive?

Please circle: Yes or No

2. Did you return your voted Ballot 1 and Ballot 2 before the deadline of November 9, 2018?

Please circle: Yes or No

3. Do you affirm that you did not return Ballot 1 nor Ballot 2 before the deadline of November 9, 2018?

Please circle: Yes or No

4. Did you intend for your non-returned ballots to be counted by the Board as "FOR" votes?

Please circle: Yes or No *DID NOT INTEND TO BE COUNTED EITHER WAY*

5. Did you convey signed authority relative to these ballots for the Board to vote as your Proxy?

Please circle: Yes or No *NO*

6. Do you affirm that your foregoing testimony is true and correct to the best of your recollection and knowledge?

Please circle: Yes or No *(X) Yes*

[REDACTED]

[REDACTED] Creekview Drive

12/11/18
Date Signed

Statement "Version B" - No, ballots were not returned

Pertaining to Three Ballots of November 9, 2018:

Ballot 1: "The Association shall indemnify the 2017 Board Members ..."

Ballot 2: "... the proposed payment plan shall be utilized to pay ..."

Ballot 3: "... Member ... shall be liable for the legal costs and fees ..."

1. Were you a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, representing the voting unit at ☐ Claire Lane?

Yes

2. Did you return your voted ballots before the deadline of November 9, 2018?

No

3. Do you affirm that you did not return ballots before the deadline of November 9, 2018?

Yes

4. Did you intend for your non-returned ballots to be counted by the Board as "FOR" votes?

No

5. Did you convey signed authority relative to these ballots for the Board to vote as your Proxy?

No

6. Do you affirm that your foregoing testimony is true and correct to the best of your recollection and knowledge?

Yes

{ _____ }

☐ Claire Lane

_____ as transcribed by RAW

12/28/2019

Date Signed

■ Claire Lane
Greenville SC 29601
December 28, 2019

Raymond Wedlake
703 Creechview Drive
Greenville SC 29607

Mr. Wedlake,

This letter is in regards to your recent notice of deposition dated on December 18, 2019. Neither of your statement versions properly reflect our views on the matter, and as mentioned in your letter as an option, I am writing this to you in lieu of deposition.

My wife and I were members of Woodington Homeowners' Association at the time of the November 2018 ballots. We did not return our voting ballots at all. We are both young professionals and have no time nor interest in neighborhood politics. We were aware that the board would vote on our behalf based on their ballot letter and are completely indifferent on how they would vote on our behalf. We are also indifferent on how the board spends their money. Once we pay our fees and dues to the Woodington Homeowners' Association it then becomes their money to do with as they see fit.

Again, we have no interest in neighborhood politics or votes whatsoever and just want to be left alone.

Sincerely,

■

EXHIBIT 1 - Version A

Civil Action No.: 2019-CP-23-00269

Statement of [REDACTED] in lieu of Deposition

1. I was a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, and represented the voting unit at [REDACTED] Southfield Drive.
2. I did not return any of Ballot 1, Ballot 2, nor Ballot 3 before the deadline of November 9, 2018.
3. I did not intend for my non-returned ballots to be counted by the Board as "FOR" votes.
4. I did not convey authority relative to these ballots for the Board to vote as my Proxy.

The foregoing Statement is true and correct to the best of my recollection and knowledge.

Signature: [REDACTED]

Date: 12-10-2019

EXHIBIT 1 - Version A

Civil Action No.: 2019-CP-23-00269

Statement of [REDACTED] in lieu of Deposition

1. I was a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, and represented the voting unit at [REDACTED] Kristen Way.
2. I did not return any of Ballot 1, Ballot 2, nor Ballot 3 before the deadline of November 9, 2018.
3. I did not intend for my non-returned ballots to be counted by the Board as "FOR" votes.
4. I did not convey authority relative to these ballots for the Board to vote as my Proxy.

The foregoing Statement is true and correct to the best of my recollection and knowledge.

Signature: _____

[REDACTED]

Date: 10/03/19

Statement "Version B" - No ballots were not returned

Pertaining to Two Ballots of November 9, 2018:

Ballot 1: "The Association shall indemnify the 2017 Board Members ..." ~~(Exhibit 2)~~

Ballot 2: "... the proposed payment plan shall be utilized to pay ..." ~~(Exhibit 3)~~

1. Were you a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, representing the voting unit at [REDACTED] Woodside Crossing?

Please circle: ☒ Yes or ☐ No

2. Did you return your voted Ballot 1 and Ballot 2 before the deadline of November 9, 2018?

Please circle: Yes or ☒ No

3. Do you affirm that you did not return Ballot 1 nor Ballot 2 before the deadline of November 9, 2018?

Please circle: ☒ Yes or ☐ No

4. Did you intend for your non-returned ballots to be counted by the Board as "FOR" votes?

Please circle: Yes or ☒ No

5. Did you convey signed authority relative to these ballots for the Board to vote as your Proxy?

Please circle: Yes or ☒ No

6. Do you affirm that your foregoing testimony is true and correct to the best of your recollection and knowledge?

Please circle: ☒ Yes or ☐ No



[REDACTED] Woodside Crossing, Greenville SC 29607

Received 12/12/2018

EXHIBIT 1 - Version A

Civil Action No.: 2019-CP-23-00269

Statement of [REDACTED] in lieu of Deposition

1. I was a Member of Woodington Homeowners' Association, Inc., at the time of November 2018 ballots, and represented the voting unit at [REDACTED] Southfield Drive.
2. I did not return any of Ballot 1, Ballot 2, nor Ballot 3 before the deadline of November 9, 2018.
3. I did not intend for my non-returned ballots to be counted by the Board as "FOR" votes.
4. I did not convey authority relative to these ballots for the Board to vote as my Proxy.

The foregoing Statement is true and correct to the best of my recollection and knowledge.

Signature

[REDACTED]

Date:

10/4/19

FIGURE 2

703 Creekview Drive
Greenville, SC 29607
May 2, 2020

Subject: Request for Information - Please Act Showing Good Faith

Woodington Board:

Please provide to me, as has been previously requested (Exhibit), results from the ballot with a due date of February 22, 2019. Other requested information is itemized as listed in the Appendix.

May the Board be reminded of lawful requirements as found in the "South Carolina NonProfit Corporation Act of 1994" (NPCA). Please note particularly the law requires all these things: **GOOD FAITH, DUTY OF CARE, BEST INTERESTS:**

SECTION 33-31-830. General standards for directors.

(a) A director shall discharge his duties as a director, including his duties as a member of a committee:

- (1) in good faith;
- (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
- (3) in a manner the director reasonably believes to be in the best interests of the corporation.

With full knowledge of a possibility for litigation to obtain simple information, the Board is asked to exercise all three cited items (in bold, above), that the law requires. Withholding of simple, requested information cannot be viewed as good faith, nor care of a prudent person, nor as representing the best interests of WHOA.

Regardless of other "gobblygook" found in the NPCA, the law provides to me a right to information, and also provides power to a court to compel production of corporate records :

SECTION 33-31-1602. Inspection of records by members.

(d) This section does not affect:

- (1) the right of a member to inspect records ... or, if the member is in litigation with the corporation, to the same extent as any other litigant; or
- (2) the power of a court, independently of this chapter, to compel the production of corporate records for examination.

Additionally, please recall a Board makes themselves ineligible for indemnification when conduct, under the law, does not comply with **GOOD FAITH** and **BEST INTERESTS:**

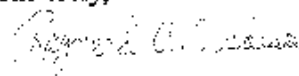
SECTION 33-31-851. Authority to indemnify.

(a) Except as provided in subsection (d), a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if the individual:

- (1) conducted himself in good faith; and
- (2) reasonably believed:
 - (i) in the case of conduct in his official capacity with the corporation, that his conduct was in its best interests; ...

Kindly provide requested information. I believe **GOOD FAITH** demands, as the law requires, information to be provided. Thank you.

Sincerely,



Raymond A. Wedlake 864-254-9262
wedlakera@mail.com

EXHIBIT

Results from Ballot of 22 Feb 2019 030919

cndesteve@gmail.com, cwedwards2018@gmail.com, woodingtonboa@gmail.com, woodingtonvp@gmail.com

Woodington Board:

Thank you for a letter informing me of cancellation of the March 11, 2019, Special Meeting, which was received on March 9, 2019.

Since there will be no meeting, please convey to me results from the ballot which had a return date of February 22, 2019. Kindly provide this information:

- 1) Number of ballots returned
- 2) Number of Member votes "For"
- 3) Number of Member votes "Against"
- 4) Number of Board proxy votes "For"
- 5) A list of those Members who voted

Kindly provide this requested information before March 15, 2019.

Thank you.

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Stop organized crime. Re-elect no one !

APPENDIX

Simple, Requested Information which was not Supplied

May 6, 2019

Woodington Board:

As a Member of WHOA, this request is made for member-related information, much of which was requested from prior Boards, but no information was provided. May I hope the Board will act in a proper, "transparent" manner by supplying the simple, requested information below? Kindly plan to provide your replies before May 16, 2019.

Please provide all this information, or supply answers to these questions:

- * a schedule of planned Board meetings
- * confirmation of your commitment to publish agendas 3 days before all scheduled meetings
- * an explanation of how meeting minutes will be made known to Members
- * when will a new, official WHOA address be filed with the South Carolina Secretary of State? (the "16 Southfield" address is no longer valid)
- * has the Board created an "Office" file containing a By-Laws "official version", and if so, can it be provided to me?
- * who is serving on the Architectural Committee (AC)?
- * who is serving on a By-Laws Review Committee (BLRC)?
- * what plans does the Board have to fill the recent vacancy on the Board? On what date will the vacancy will be filled? Please provide a timetable for all steps.

All past Board members should already be aware of these issues:

- Open Meetings - I hope that all meetings will be open to Members, as has been explained to the Board via several opinions from HOA Industry Experts.
- Minutes & Related - I also hope schedules, agendas, and minutes will be posted at some URL. Is there any reason not to post online, such as in Woodington "Documents" at NextDoor.com?
- Committees - Please recall I requested appointment to the AC before the last Annual Meeting. Unresolved questions posed to the 2018 AC were never acted upon by the 2018 AC, nor by the 2018 Board. Is there even one, single WHOA Member who does not think current By-Laws are seriously deficient? A BLRC is an absolute requirement for WHOA!
- Vacancy - Please recall the Board has a duty to fill a vacancy. Is it correct understanding the 2018 Board agreed this is a required duty?

Please also inform me about any significant actions which the Board may have in mind. I also request the Board keep me, and all Members, informed about things that "come up", since I suspect others also share a desire to know. Thanks in advance!

Cheers wedlakera@mail.com
Support "wilderness" - conserve nature !
Be American - buy "Made in USA" !!
GO ORANGE - Syracuse University ORANGE !!
Stop organized crime. Re-elect no one !

FIGURE 1 - Counsel's Letter to Judge

Date: Thu, 31 Oct 2019 11:51:48
From: emily@campbellteague.com
To: rstilwellsc@accourts.org
Cc: Ray Wedlake <wedlakern@mail.com>
Subject: Re: Letter Courtesy-Electronic Copy

Judge Stilwell,

It is my understanding from Mr. Wedlake's letter that he intends to withdraw his concession that Woodington HOA is a nonprofit corporation per SC Code Sec. 33-31-824(b). In the interest of full candor, I have been actively looking into this issue prior to sending over a proposed order, as additional information has come to light post-hearing regarding the HOA's tax classification. In particular, although the HOA is a nonprofit, and we believe the HOA is eligible to file for tax classification under 501(c)(3), (6), or (12), the HOA has not made the requisite tax filings at this point.

However, other cases have discussed immunity under Section 834 as generally for "nonprofits" without referring to the specific Federal Tax Code provisions, and thus, we still believe your ruling is soundly based on both current law and public policy. See, e.g., *Smith v. Dockside Ass'n, Inc.*, 2005 WL 7083482, *4 (S.C. Ct. App. Feb. 28, 2005) ("The General Assembly has provided further protection to directors of nonprofit corporations by enacting South Carolina Code section 33-31-834. That section provides that director of nonprofit organizations are immune from suits arising from the conduct of the affairs of the organization unless the directors' conduct amounts to 'willful, wanton, or gross negligence.'")

Even if Section 834's immunity did not apply, Section 33-31-830(d) provides immunity in this instance. That section states, "A director is not liable to the corporation, a member, or any other person for any action taken or not taken as a director, if the director acted in compliance with this section." The section requires, "A director shall discharge his duties as a director, including his duties as a member of a committee: (1) in good faith; (2) with the care an ordinarily prudent person in a like position would exercise under similar circumstances; and (3) in a manner the director reasonably believes to be in the best interest of the corporation." As there is no evidence of actions by individual board members which would violate this provision, the defendants are entitled to immunity under Section 830. This is what the court held in the Smith case cited above, while also referencing Section 834's protections. (A courtesy copy of the case is attached.)

We further maintain that there are ample other grounds for granting our motion for summary judgment--namely: (1) that a list of how members confidentially voted is not something a member is entitled to under the NCPA; and (2) the corporation and not the individual Board members is the proper defendant as it is a corporate duty imposed by the statute and resignation from the Board results in the individuals having no authority to provide the requested relief.

At the end of the day, we want to ensure there is no misapprehension of our arguments given what we have learned, and we want to provide the Court all information needed to support the accurate ruling of granting our motion for summary judgment. Please let us know how you would like to proceed on this matter, and if the grounds for the proposed order need to be revised. If further briefing or a rehearing would be of assistance to Your Honor in making this determination, we would certainly be glad to do that as well.

Best,
Emily

Campbell Teague LLC
Emily O'Brien, Esq.
16 W North St Greenville SC 29601
864.326.0597

FIGURE BOA.2 - South Carolina Code of Laws Statute

SECTION 18-7-170. Judgment on appeal. (emphasis added)

Upon hearing the appeal the appellate court shall give judgment according to the justice of the case, without regard to technical errors and defects which do not affect the merits. In giving judgment the court may **affirm or reverse** the judgment of the court below **in whole or in part**, as to **any or all the parties** and for errors of law or fact.

Aug 09 2021

SC Court of Appeals

FIGURE BOA.4 - Role / duty / function of a Court of Law [excerpts]

<https://www.ukessays.com/essays/criminology/the-relationship-between-police-courts-corrections.php>

The Courts are the place where justice is made. "The purposes of the courts are to seek justice and to discover the truth" (The Structure of Criminal Justice, 2013). ...

RECEIVED

Aug 09 2021

<https://www.findlaw.com/litigation/legal-system/the-role-of-courts-in-government.html>

SC Court of Appeals

The judicial branches of the federal and state governments operate within their respective court systems. A court is an institution that the government sets up to settle disputes through a legal process. People come to court to resolve their disagreements. Courts decide what really happened and what should be done about it. They decide whether a person committed a crime and what the punishment should be. They also provide a peaceful way to decide private disputes that people can't resolve themselves.

<https://iron-set.com/us/users-questions/what-is-the-duty-of-judiciary>

The duties of the judicial branch include:

- * Interpreting state laws;
- * Settling legal disputes;
- * Punishing violators of the law;
- * Hearing civil cases;
- * Protecting individual rights granted by the state constitution;

<https://www.heritage.org/courts/report/what-the-proper-role-the-courts>

Accordingly, the Founders vested the legislative power (the power to make the laws) in Congress, the executive power (the power to enforce the laws) in the President, and the judicial power (the power to interpret the laws and decide concrete factual cases) with the courts. ...

https://www.americanbar.org/groups/public_education/resources/law_related_education_network/how_courts_work/court_role

We need courts to interpret and apply the law when parties dispute. In that way, courts take law out of dry and dusty law books, and make it part of the living fabric of our lives. Courts apply the law to specific controversies brought before them. They resolve disputes between people, companies and units of government.

Often, courts are called on to uphold limitations on the government. They protect against abuses by all branches of government. They protect minorities of all types from the majority, and protect the rights of people who can't protect themselves. They also embody notions of equal treatment and fair play. The courts and the protections of the law are open to everybody.

<https://www.politicalsciencenotes.com/articles/8-major-functions-of-judiciary-discussed/350>

8 Major Functions of Judiciary – Discussed!

Some of the major functions of judiciary are as follows:

- (1) It interprets the laws: ...
 - (2) Protector of Civil Rights: ...
 - (3) Decides the cases: ...
 - (4) Custodian of fundamental rights: ...
 - (5) Guardian of the Constitution: ...
 - (6) Decides the conflicts of jurisdiction between the Centre and State Governments in Federations: ...
 - (7) Advisory: ...
 - (8) Miscellaneous functions: ...
-

<https://www.preservearticles.com/political-science/functions-of-the-judiciary/86>

Administration of justice is the primary function of the judiciary. ...

(1) Judicial Functions:

Firstly, when a dispute is brought before a court, it is the responsibility of the court to 'determine the facts' involved. The usual manner in which the courts determine the facts is through evidence given by the contestants. Once the facts have been established, the court proceeds to decide what law is applicable to a particular controversy or circumstance. Herein the judiciary becomes the interpreter of laws, which is the prime function of the judiciary. So the major task of the judiciary is to 'determine' the facts of laws and to apply them to particular circumstance.

(5) Protector of the Fundamental Rights:

Fifthly, the judiciaries also act as the defenders of the individual's right. Such role of the judiciary is important as it prevents the individual's rights from being violated. An individual need not wait until harm is done to him. If he had, sufficient reasons to believe that attempts would be made to violate his 'rights' he could approach the courts for protection.

FIGURE BOA.5 - Initial Brief of Appellant to Circuit Court

STATE OF SOUTH CAROLINA
The Court of Common Pleas

2021 MAR -8 AM 10:31

FILED-CLERK OF COURT
PAUL B. WICKENHUISER
GREENVILLE, SC 29603

APPEAL FROM GREENVILLE COUNTY
The Honorable Laura M. Saunders, Magistrate Judge

RECEIVED

Aug 09 2021

Civil Action No. 2020-CV-23-10201384
Appellate Case No. 2020-CP-23-05996

SC Court of Appeals

Raymond A. Wedlake, as a Member of Woodington Homeowners' Association, Inc.
and on behalf of other-similarly-situated Members of Woodington Homeowners'
Association, Inc.

..... Appellants,

v.

Board of Directors of Woodington Homeowners' Association, Inc., comprised of Mona Craigo,
Edward Decker, and Sandra LaCroix at the time of filing and McCabe, Trotter & Beverly, P.C.
and State Farm Fire and Casualty Company

..... Respondents.

INITIAL BRIEF OF APPELLANT

Raymond A. Wedlake
703 Creekview Drive
Greenville, SC 29607
Tel: (864) 254-9262
wedlakera@mail.com
Appellant (*Pro Se*)

March 2, 2020

James P. Walsh, Esq.
Clarkson, Walsh & Coulter, P.A.
P.O. Box 6728
Greenville, SC 29606
Tel: (864) 632-4400
jwalsh@clarksonwalsh.com
Counsel for the Board

Stephanie Trotter Kellahan, Esq.
McCabe Trotter & Beverly, PC
P.O. Box 212069
Columbia, SC 29221
Tel: (803) 724-5000
stephanie.kellahan@mccabetrotter.com
Attorney McCabe Trotter & Beverly

Nicholas A. Farr, Esq.
Gallivan, White & Boyd, P.A.
Post Office Box 10589
Greenville, SC 29603
Tel: (864) 271-9580
nfarr@gwbllawfirm.com
Attorneys for State Farm

Table of Contents

Table of Authorities		iv - v
Administrative History	.....	1 - 2
Overview	.....	2 - 3
Statement of Issues on Appeal	.....	3 - 4
Statement of the Case	.....	4 - 5
Standard of Review	.....	6 - 8
Argument	.....	8 - 19
A) The Judge erred by concluding that collateral estoppel applied to C1384 to dismiss the case in its entirety, which is an Error of Law. Errors of Fact led to Errors of Law	.....	8 - 10
A1. Collateral Estoppel - Overview; Errors of Fact	.....	8 - 9
A2. Collateral Estoppel - as to Defendant: MTB; Errors of Law	.....	9 - 10
A3. Collateral Estoppel - as to Defendant: Board; Errors of Law	.....	10
B) The Judge erred by totally dismissing all Causes of Action, which is an Error of Law	.....	11
C) The Judge erred by accepting that Appellant was not a party to a WHOA insurance contract, which is an Error of Fact that led to Error of Law	.....	11 - 13
C1. The State Farm policy covers WHOA	.....	11 - 12
C2. Appellant is a policyholder of the WHOA-insurance contract	.....	12
C3. Specific exclusions prohibit SF from providing coverage	.....	12
C4. Specific exclusions prohibit SF from providing coverage	.....	12 - 13
C5. Appellant could be considered as a "third-party"	.....	13
C6. Appellant as the "Claimant"	.....	13
C7. MOP3 cited dismissal as Error of Law	.....	13
D) The Judge erred by apparently ignoring CPS and all its exhibits, which is an Error of Law	.....	14

E) The Judge erred by stating that C1384 was brought as a derivative suit on behalf of WHOA, which is an Error of Fact. Appellant is not prohibited from bringing a derivative suit. Such thinking is an Error of Law	.....	14 - 15
E1. C1384 was not brought as a derivative suit on behalf of WHOA	....	14
E2. <i>Res Judicata</i> annuls a claim of “... prohibited from bringing a derivative suit ...”	....	14 - 15
F) The Judge erred by ignoring Appellant’s request for the Court to dismiss in part, which represents abuse of judicial discretion	....	16
G) The Judge erred by usurping matters that must be determined by a jury, which represents abuse of judicial discretion. Premature dismissal denied Appellant’s right to request a jury trial	....	16
H) The Judge erred by not addressing nor hearing pending Motions, dismissing prematurely without issuing Orders to dispose of pending Motions. Such is an Error of Law and also represents abuse of judicial discretion	....	16 - 17
I) The Judge erred by granting premature dismissal that precluded requested discovery and ADR, which is an Error of Law and also represents abuse of judicial discretion	....	17
J) The Judge erred by denying Appellant a right to bring a “... preponderance of evidence ...”, which is an Error of Law	....	17
K) The Judge erred by apparently accepting alleged failure by Appellant as to Conspiracy, which is an Error of Law	....	17 - 18
L) The Judge erred regarding aspects related to extortion, which is Error of Law	....	18 - 19
L1. Prosecution of one’s own cause cannot be barred	....	18
L2. Civil penalties result from extortion	....	18
L3. The Court labeled CPS (extortion) as a civil action	....	18
L4. Jurisdiction for criminal cases	....	18

M) The Judge erred by not accepting nor acting upon Appellant's MOPO, which is an Error of Law and also represents abuse of judicial discretion	....	19
M1. Appellant filed objections to a Proposed Order	....	19
M2. An official Transcript exists	....	19
Conclusion	.....	20

Table of Authorities

Cases

<i>W.R. Livingston v. Noland Corporation, et al</i> , 9293 S.C. 521, 362 S.E.2d 16 (SC Sup. Ct. 1987)	.....	7
<i>Carver v. Medical Society</i> , 286 SC 347 (1985)	.....	7
<i>Dreher v. Dreher</i> , 370 S.C. 75, 79, 634 S.E.2d 646, 648 (2006)	.....	7
<i>Eisen v. Carlisle & Jacquelin</i> , 391, F.2d 555, 563 (2d Cir. 1968)	.....	7
<i>Carrigg v. Cannon</i> , 552 S.E.2d 767, 347 S.C. 75 (2001)	.....	10
<i>Beall v. Doe</i> , 281 S.C. 363, 315 S.E. 2d 186 (Ct. App. 1984)	.....	10
<i>Jennings v. First of Ga. Underwriters Co.</i> , 283 S.C. 455, 457, 322 S.E.2d 694, 695 (Ct. App. 1984)	.....	13
<i>Dawkins v. Fields</i> , 354 S.C. 58, 69 (S.C., 2003)	.....	13
<i>Evening Post Publ'g Co. v. Berkeley County Sch. Dist.</i> , 392 S.C. 76, 82 (S.C., 2011)	.....	13
<i>Holtzscheiter v. Thomson Newspapers, Inc.</i> , 506 S.E.2d 497, 332 S.C. 502, 507, September 22, 1998	.....	13

Rules

South Carolina Rules of Civil Procedure: Rule 12(b)(6)	.....	6, 7, 15, 19
South Carolina Rules of Civil Procedure: Rule 23	.....	14, 15
South Carolina Rules of Civil Procedure: Rule 9(g)	.....	18
South Carolina Rules of Civil Procedure: Rule 12(f)	.....	19

Statutes

S.C. Code Ann. § 36-2-210	.....	13
S.C. Code Ann. § 36-2-301	.....	13
S.C. Code Ann. § 38-55-170	.....	13
S.C. Code Ann. § 40-5-80	.....	18
S.C. Code Ann. § 40-11-110	.....	18
S.C. Code Ann. § 22-3-520	.....	18
S.C. Code Ann. § 22-3-550	.....	18

COMES NOW Raymond A. Wedlake, Appellant (*Pro Se*) and submits this Brief as part of Appeal of dismissal of Case 2020-CV-23-10201384 (C1384), stating as follows. This Brief focuses mainly upon "Magistrate's Return" (MAR) dated 01/28/21, and "Order Granting Defendants' Motion to Dismiss", dated 12/28/20. The Judge's MAR filing with this Court contained both documents.

ADMINISTRATIVE HISTORY

Dated 06/10/20, Appellant filed a "Complaint / Breach of Contract by the Board; Plus Conspiracy by McCabe to Extort Corporate Funds, and Casting Plaintiff in a False Light", which was supported by Affidavit, figures and exhibits, that cited two Defendants: Board of Directors (Board) of Woodington Homeowners' Association, Inc. (WHOA), and McCabe, Trotter & Beverly, P.C. (MTB) (Attachment IB.1). Prior to C1384, MTB was never cited as a Defendant in any lawsuits brought by Appellant. Appellant's Complaint on page 3 began a "Supplement to Complaint" (SUC) which contained "**FACTS**" that related to the Board in paragraphs 28 – 78, and facts that related to MTB in paragraphs 79 – 86.

Dated 09/11/20, Appellant filed a "Memorandum in Opposition to Defendant McCabe Trotter & Beverly, PC's Motion to Dismiss" (MOP1, Attachment IB.2).

Dated 09/28/20, Appellant filed a "First Amended Complaint ..." (FAC). Clarification specifically stated in paragraph 1 of FAC (Attachment IB.3), saying it was an addendum to "Complaint plus Supplement" (CPS). FAC showed (emphasis added):

1. By reference, Plaintiff includes his original "Complaint Breach of Contract by the Board; Plus Conspiracy by McCabe to Extort Corporate Funds, and Casting Plaintiff in a False Light", along with its "Supplement to Complaint" (Complaint Plus Supplement, CPS), along with its supporting Exhibits and Affidavit, in their entirety. Consequently, this FAC is like an addendum to CPS.

Appellant sent a letter to the Judge dated 10/05/20 (Attachment IB.4).

Dated 10/30/20, Appellant filed "Motion for a Continuance to Postpone a 11/24/2020 Scheduled Hearing to Allow Discovery" (Attachment IB.5). Attached to this Motion were three exhibits (Exhibits MC.1 – MC.3). These exhibits were titled: "Plaintiff's Requests for Admissions from [... Defendants ...]".

Dated 11/05/20, Appellant filed "Request for Production of Documents from Defendant State Farm Fire and Casualty Company" (Attachment IB.6). SF is used to denote State Farm.

Two other MOP's were filed. Dated 11/16/20, Appellant filed "Memorandum in Opposition to Defendant's Board of Directors ... Motion to Dismiss Plaintiff's Complaint" (MOP2, Attachment IB.7). Dated 11/19/20, Appellant filed "Memorandum in Opposition to State Farm Fire and Casualty Company's Notice of Motion and Motion to Dismiss" (MOP3, Attachment IB.8).

Dated 12/17/20, Appellant filed a "Memorandum in Opposition to Defendants' Proposed Order" (MOPO, Attachment IB.9). After MOPO was effectively disregarded, then as dated 12/28/20, Appellant filed "Notice of Civil Appeal" (NOA, Attachment IB.10).

OVERVIEW

MAR presented very little content. Instead, MAR elected to refer to "Order Granting Defendants' Motion to Dismiss" (OGD) dated 12/28/20, which was attached to MAR as an exhibit. Appellant filed extensive objections to content found in OGD in his MOPO.

Complaint (06/20/20) presented fifty-one (51) facts, with references to statutory law and other law. Most facts presented evidence contained in exhibits. Most facts presented genuine-contentious issues. Not a single Defense counsel (Counsel) disputed any specific-single fact.

Therefore, the set of facts is more than sufficient to constitute a cause of action (COA). As verified by MAR: several COA, many never litigated before, were brought before the Court in C1384.

STATEMENT OF ISSUES ON APPEAL

- A) The Judge erred by concluding that collateral estoppel applied to C1384 to dismiss the case in its entirety, which is an Error of Law. Errors of Fact led to Errors of Law.**
 - A1. Collateral Estoppel - Overview; Errors of Fact
 - A2. Collateral Estoppel - as to Defendant: MTB; Errors of Law
 - A3. Collateral Estoppel - as to Defendant: Board; Errors of Law
- B) The Judge erred by totally dismissing all Causes of Action, which is an Error of Law.**
- C) The Judge erred by accepting that Appellant was not a party to a WHOA insurance contract, which is an Error of Fact that led to Error of Law.**
 - C1. The State Farm policy covers WHOA
 - C2. Appellant is a policyholder of the WHOA-insurance contract
 - C3. Specific exclusions prohibit SF from providing coverage
 - C4. Specific exclusions prohibit SF from providing coverage
 - C5. Appellant could be considered as a "third-party"
 - C6. Appellant as the "Claimant"
 - C7. MOP3 cited dismissal as Error of Law
- D) The Judge erred by apparently ignoring CPS and all its exhibits, which is an Error of Law.**
- E) The Judge erred by stating that C1384 was brought as a derivative suit on behalf of WHOA, which is an Error of Fact. Appellant is not prohibited from bringing a derivative suit. Such thinking is an Error of Law.**
 - E1. C1384 was not brought as a derivative suit on behalf of WHOA
 - E2. *Res Judicata* annuls a claim of "... prohibited from bringing a derivative suit ..."
- F) The Judge erred by ignoring Appellant's request for the Court to dismiss in part, which represents abuse of judicial discretion.**
- G) The Judge erred by usurping matters that must be determined by a jury, which represents abuse of judicial discretion. Premature dismissal denied Appellant's right to request a jury trial.**

- H) The Judge erred by not addressing nor hearing pending Motions, dismissing prematurely without issuing Orders to dispose of pending Motions. Such is an Error of Law and also represents abuse of judicial discretion.
- I) The Judge erred by granting premature dismissal that precluded requested discovery and ADR, which is an Error of Law and also represents abuse of judicial discretion.
- J) The Judge erred by denying Appellant a right to bring a "... preponderance of evidence ...", which is an Error of Law.
- K) The Judge erred by apparently accepting alleged failure by Appellant as to Conspiracy, which is an Error of Law.
- L) The Judge erred regarding aspects related to extortion, which is Error of Law
 - L1. Prosecution of one's own cause cannot be barred
 - L2. Civil penalties result from extortion
 - L3. The Court labeled CPS (extortion) as a civil action
 - L4. Jurisdiction for criminal cases
- M) The Judge erred by not accepting nor acting upon Appellant's MOPO, which is an Error of Law and also represents abuse of judicial discretion.
 - M1. Appellant filed objections to a Proposed Order
 - M2. An official Transcript exists

STATEMENT OF THE CASE

NOA (12/28/20, Attachment IB.10) appealed the OGD (12/28/20, Attached to MAR) that dismissed C1384 with prejudice. NOA was timely filed as dated with the same date of OGD. (Because OGD content effectively ignored Appellant's MOP1 (Attachment IB.2), MOP2 (Attachment IB.7), and MOP3 (Attachment IB.8), Appellant did not file a previously prepared "Motion to Reconsider". Filing a request to "Reconsider" would have been pointless, based upon information and belief.)

Dismissal of C1384 in its entirety represents several Errors of Law, and also represents several Errors of Fact. C1384 Affidavits and exhibits completely supported CPS (Attachment

IB.1) and its FAC addendum (Attachment IB.3), and cited both law and case precedents that substantiated meritorious issues of fact brought before the Court. CPS and FAC cited two newly-named parties: MTB and State Farm (SF), who were **not** involved as Defendants in any of Appellant's prior suits. CPS together with its FAC stated fifteen (15) COA. C1384 referred to Statutes from the SC Code of Laws, and presented evidence that showed how Defendants violated statutory law.

CPS and its FAC addendum asked for relief based upon:

- a) twelve counts brought against the Board – many of which were newly brought, never coming before any Court at any previous time (CPS: A1 – A6 and C1 – C6);
- b) four counts brought against MTB – all newly brought, never coming before any Court at any previous time (CPS: B1, B2, D1, D2);
- c) three counts brought against SF – all newly brought, never coming before any Court at any previous time (FAC: G, H1, H2);
- d) two general counts for award and other relief (FAC: E, and CPS: F).

The Judge ignored most of such COA and counts requesting relief. For the most part, issues presented in C1384 are genuine issues of material fact. All this evidence fully denounces erroneous content found in OGD:

... alleged in the complaint and the inferences reasonably deduced therefrom do not entitle the plaintiff to relief on any theory of the case.

Black-letter precedents as enunciated by Appellate Courts of South Carolina, relative to claims for Collateral Estoppel (COE), make clear dismissal grounds did not apply to C1384. No evidence nor facts documented pertinence of this doctrine as related to the entirety of C1384.

STANDARD OF REVIEW

This appeal is from granting of dismissal for C1384. Issues arising under this appeal are both questions of law and of fact. One issue is the proper judicial standard to use for interpretation of "... state facts sufficient ..." set forth in Rule 12(b)(6), and is thus a question of law. As such, the standard would be a *de novo* review by this Court.

The Judge did not apply case-precedent directives from the SC Supreme Court, nor from the SC Court of Appeals. Dismissal cannot be granted unless there is "... failure to state facts sufficient ...". Each of three "Memorandum in Opposition ... Dismiss" (MOP1, MOP2, and MOP3) contained a section titled "Standard of Review". Filed with the Court were many evidential exhibits that supported many facts stated in CPS, FAC, MOPs, MOPO, and other pleadings:

- a) forty-six (46) exhibits for CPS (Attachment IB.1);
- b) ten (10) exhibits for MOP1 (Attachment IB.2);
- c) twenty (20) exhibits for FAC (Attachment IB.3);
- d) three (3) exhibits for "Motion for a Continuance to Postpone a 11/24/2020 Scheduled Hearing to Allow Discovery" (Attachment IB.5);
- e) three (3) exhibits for "Request for Production of Documents from Defendant State Farm Fire and Casualty Company" (Attachment IB.6);
- f) eleven (11) exhibits for MOP2 (Attachment IB.7);
- g) one (1) exhibit for MOP3 (Attachment IB.8);
- h) seven (7) exhibits for MOPO (Attachment IB.9);

Evidence contained in these exhibits that supports facts annuls every "... insufficient facts ..."

claim. With such facts and evidence, granting of dismissal was wrongful. The Court:

"must review the evidence and all inferences in the light most favorable to the unmoving party." (*W.R. Livingston v. Noland Corporation, et al*, 9293 S.C. 521, 362 S.E.2d 16 (SC Sup. Ct. 1987).

"... the trial court must consider the evidence and all reasonable inferences that can be drawn therefrom in the light most favorable to the party opposing the Motion and to grant the Motion if there is no evidence to support an alleged cause of action." *Carver v. Medical Society*, 286 SC 347 (1985).

A standard of review by appellate courts for issues of law is that:

"[a]n appellate court may decide questions of law with no particular deference to the trial court." (*Dreher v. Dreher*, 370 S.C. 75, 79, 634 S.E.2d 646, 648 (2006).

A Federal Standard states that cases should be given:

"liberal rather than a restrictive interpretation" ... (See, *Eisen v. Carlisle & Jacquelin*, 391, F.2d 555, 563 (2d Cir. 1968).

To justify dismissal, no sufficient facts can exist pursuant to Rule 12(b)(6), SCRPC

(excerpted, emphasis added):

**RULE 12 DEFENSES AND OBJECTIONS - WHEN AND HOW
PRESENTED - BY PLEADING OR MOTION -
MOTION FOR JUDGMENT ON PLEADINGS**

(b) How Presented. Every defense, **in law or fact, to a cause of action ...** shall be asserted in the responsive pleading ...

(6) failure to **state facts sufficient** to constitute a cause of action, ...

Even a couple of facts supply "... facts sufficient to constitute a cause of action ...". Facts

stated in Appellant's pleadings have not been contested, nor disputed and claimed to be

"non-facts", nor claimed to be unsupported facts. Without contrary claims against facts as

presented to the Court, then as OGD stated (emphasis added): "... the court must base its

decision solely upon the **allegations set forth on the face of the complaint ...**". Based upon the

face of CPS and FAC, it was an Error of Law to conclude that dismissal of the entirety of C1384 was valid under Rule 12(b)(6). Content from Appellant's MOP1, MOP2, and MOP3 also addressed inappropriateness of dismissal. In MOP's, several-supporting-case precedents cited rationale under which C1384 could not be dismissed in its entirety.

ARGUMENT

A) The Judge erred by concluding that collateral estoppel applied to C1384 to dismiss the case in its entirety, which is an Error of Law. Errors of Fact led to Errors of Law.

A1. Collateral Estoppel - Overview; Errors of Fact

A1a) Counsel misled the Judge to conclude in OGD that all new and separate issues fell under a "... same theory ..." claim (STC). Evidence before the Court proved otherwise. New and separate issues cannot possibly be related to a STC. New issues brought against new and different Defendants cannot possibly fall under a STC. Further, it is only those issues that a Court judged to fall under any STC that legitimately could be dismissed. It was an Error of Fact for the Judge to dismiss the entirety of C1384 under a presumption that everything fell under a STC.

Other than being stated as a general, non-specific claim - without any supporting evidence - another OGD claim (emphasis added):

"... These are **the same exact claims** that plaintiff has brought before the Magistrate's Court in this lawsuit in an attempt to re-litigate the issues that have already been decided in previous actions. ..."

was shown and proven **by evidence** to be **false**. Further, it is only those claims that a Court judged to be "... same exact claims ..." that legitimately could be dismissed. It was an Error of Fact for the Judge to dismiss the entirety of C1384 under a presumption that everything was

exactly the same. Factually, the OGD admits "... almost identical ...", and thus concurs that facts were **not** exactly the same (emphasis added):

In Case 2019-CP-23-01501 Plaintiff laid out **almost identical** facts to allege ...

A1b) A joint "Motion to Dismiss the Plaintiff's Complaint" was not filed by Defendants, which is an Error of Fact in MAR. Each of three Defendants filed their own motion. On 08/24/20, MTB filed their "Defendant McCabe Trotter & Beverly, PC's Motion to Dismiss", which alleged a bar based upon COE. On 10/02/20, the Board filed their: "Defendants' Board ... Motion to Dismiss Plaintiff's Complaint:", which also alleged a bar based upon COE. On 10/20/20, SF filed their: "State Farm Fire and Casualty Company's Notice of Motion and Motion to Dismiss". SF's motion made no mention of COE. Thus, dismissal of C1384 in its entirety was an Error of Law, since SF cannot be dismissed due to COE. MAR showed (emphasis added):

... Defendants listed above filed a **joint Motion to Dismiss** the Plaintiff's Complaint on several grounds, including for **collateral estoppel** ...

A2. Collateral Estoppel - as to Defendant: MTB; Errors of Law

A2a) Collateral estoppel requires a party to be involved in a prior action

In MOP1 (Attachment IB.2), Appellant argued, as supported by paragraphs 8 – 10:

A) Plaintiff's Claims Related to Invoicing and Payment of Legal Fees to MTB are NOT Barred by Collateral Estoppel

and:

B) The Purported Defense of Collateral Estoppel is without Merit

... **Only a party to a prior action or one in privity with the party can be precluded from relitigating** an issue on the basis of offensive collateral estoppel. *Carrigg*, 347 S.C. at 80, 552 S.E.2d at 770.

Thus, the defense must fail, and cannot be considered as a legitimate reason leading to dismissal.

A2b) Collateral estoppel can only be applied after a final judgment on case merits

A judgment must exist, based upon merits of a case, in order to apply COE. A Court-of-

Appeals case: *Carrigg*, confirms:

Under the doctrine of **collateral estoppel**, once a **final judgment on the merits** has been reached in a prior claim, the relitigation of those issues actually and necessarily litigated and determined in the first suit are precluded as to the parties and their privies in any subsequent action based upon a different claim. ...

Carrigg v. Cannon, 552 S.E.2d 767, 347 S.C. 75 (2001)

A2c) Collateral Estoppel requires that an issue was actually litigated and directly determined in the prior action

Appellant's claim of conspiracy by MTB was never an issue, nor was any conspiracy claim actually litigated, nor determined in any prior litigation:

"In order, however, to assert collateral estoppel successfully, the party seeking issue preclusion still must show that the **issue was actually litigated and directly determined in the prior action** ..." (quoting *Beall v. Doe*, 281 S.C. 363, 315 S.E. 2d 186 (Ct. App. 1984).

A3. Collateral Estoppel - as to Defendant: Board; Errors of Law

In MOP2 (Attachment IB.7), an entire section "B" was supported by paragraphs 17 – 22, where case precedent as in A2b and A2c also apply, all of which showed that COE cannot be applied to C1384 without incurring Error of Law:

B) Plaintiff's Claims Related to the Board's Payment of Legal Fees to MTB are NOT Barred by Collateral Estoppel, Which is a Claim Having No Merit

B) The Judge erred by totally dismissing all Causes of Action, which is an Error of Law.

Appellant's Complaint (06/10/20) raised ten (10) COA in paragraphs 88 – 96. Litigation did not occur in any previous suit upon all COA from the original Complaint. C1384 brought five (5) more, new COA against SF in paragraphs 25 – 29, that similarly were never brought before. It is only those COA that the Court may deem were "the same", or similar enough to claims brought in previous suits, that could possibly be subject to dismissal. All COA could not possibly be subject to dismissal.

MAR correctly showed "... filed ... several causes of action, ..." (emphasis added):

The above case came before this Court as a pretrial motion hearing on November 24 2020. Appellant filed a suit against all Respondents raising **several causes of action, ...**

C) The Judge erred by accepting that Appellant was not a party to a WHOA insurance contract, which is an Error of Fact that led to Error of Law.

CL. The State Farm policy covers WHOA

OGD admits correctly that: "... The State Farm policy at issue was issued to WHOA. ...". Appellant is a Member of WHOA. Members comprise the Association. WHOA is not comprised of any other entities. So, Appellant as a Member along with other Members that comprise WHOA are parties to whom the insurance contract (ICO) was issued. Appellant plus other Members pay to maintain the ICO in force; we are policyholders. To claim that policyholders are not parties to the ICO is tacitly ridiculous, and utterly absurd. For the Judge to dismiss claims against SF by Appellant, who is a party to the ICO, based upon presumption that Appellant was not a party, was an Error of Fact that led to this Error of Law.

OGD erroneously stated:

V. Plaintiff is not a party to the State Farm Insurance Policy

In this matter, Plaintiff has asserted a breach of *contract* claim against State Farm, disputing whether the claims he has asserted against WHOA are covered by the terms and conditions of the State Farm policy. The State Farm policy at issue was issued to WHOA. The plaintiff is not a party to the insurance contract. ...

C2. Appellant is a policyholder of the WHOA-insurance contract

The fact that Appellant is a policyholder, and pays to maintain the WHOA ICO in force, conveys to Appellant every right and standing to require that SF abide by contractual provisions found in the ICO;

C3. Specific exclusions prohibit SF from providing coverage

The ICO specifically excludes SF from providing coverage to WHOA Board under "g. Personal Profit Or Advantage". The Board is gaining a personal profit and advantage by SF paying a law firm to provide the Board with "free" legal counsel. Further, Appellant is one of "... members of the organization ...", and such personal profit and advantage is not being "... shared equitably by the members of the organization." . The ICO, "Section II – Exclusions", shows (emphasis added):

g. Personal Profit Or Advantage

Damages arising out of any transaction of the insured from which the insured will gain any personal profit or advantage, which is not shared equitably by the members of the organization.

C4. Specific exclusions prohibit SF from providing coverage

The ICO specifically excludes SF from providing coverage to WHOA Board under "l. Non-monetary Relief". The Board incurred costs to assuage their egos, based upon information and belief. These costs are excluded from coverage because they are

"Non-Monetary Relief". Given that Appellant's FAC amended from \$1 "Nominal Damages" to a claim of **\$0 ZERO DOLLARS** against the Board, then costs incurred were for "... other non-monetary relief ...". They are specifically excluded. Further, there is no Court order forcing the Board to "... comply with an agreement to provide such relief." The ICO, "Section II – Exclusions", shows (emphasis added):

i. Non-Monetary Relief

Any costs incurred to comply with any order for injunctive or other non-monetary relief, or to comply with an agreement to provide such relief.

C5. Appellant could be considered as a "third-party"

Possibly, this Court might consider Appellant as a "third-party" (THP) to ICO. Statutes confirm that THP beneficiaries have standing under the ICO; see SC Code of Laws Section 36-2-210 and -301, and Section 38-55-170, as found in MOP3 (Attachment IB.8). Case precedents cited in MOP3 confirm rights of THP to the ICO: "... can be enforced by such third party."); *Jennings v. First of Ga. Underwriters Co.* ...

C6. Appellant as the "Claimant"

Appellant would have shown that he is stated as the "Claimant" in his claim against SF, but SF withheld requested statements of filed claims from Appellant. Discovery to obtain such information was thwarted by premature dismissal of C1384. Appellant thus cannot produce such evidence for the Court. MOP3 cited *Dawkins v. Fields* and *Evening Post Publ'g Co. v. Berkeley County Sch. Dist.*, among others, relative to wrongful denial of discovery.

C7. MOP3 cited dismissal as Error of Law

In MOP3 and its Exhibit D, Appellant cited substantial rationale and gave argument showing why dismissal of SF would constitute additional Error of Law.

D) The Judge erred by apparently ignoring CPS and all its exhibits, which is an Error of Law.

As shown herein on page 1, FAC (Attachment IB.3) was merely an addendum to CPS (Attachment IB.1). Dismissal cannot be based solely upon FAC. Not addressing all claims found in CPS, as supported by all its exhibits, is an oversight that represents Error of Law. OGD concluded:

... HEREBY ORDERED that the plaintiff's amended complaint be dismissed in its entirety with prejudice.

E) The Judge erred by stating that C1384 was brought as a derivative suit on behalf of WHOA, which is an Error of Fact. Appellant is not prohibited from bringing a derivative suit. Such thinking is an Error of Law.

E1. C1384 was not brought as a derivative suit on behalf of WHOA

C1384 was brought by and for the benefit of, as stated in the case caption: "Raymond A. Wedlake, as a Member of Woodington Homeowners' Association, Inc.". This is an individual claim not subject to any "derivative" concerns. In addition, plainly separate and distinct, as stated following an "... and ...", C1384 was brought "... and on behalf of other-similarly-situated Members of Woodington Homeowners' Association, Inc. ...". An exhibit cited six-other-similarly-situated Members. A group of seven Members (11%) does not comprise "WHOA" which has sixty-six-(66)-voting units.

This Error of Fact was applied as part of the conclusion to dismiss – an Error of Law, based upon information and belief.

E2. *Res Judicata* annuls a claim of "... prohibited from bringing a derivative suit ..."

A claim of "... prohibited from bringing a derivative suit ..." under Rule 23, SCRCP, was previously ruled upon by this Circuit Court, who dismissed such claim. Therefore, a previously-

ruled judgment against the Board cannot be tried again, due to the Doctrine of *Res Judicata*. From a previous case 2017-CP-23-06301 (C6301), whose caption similarly showed:

Raymond A. Wedlake, individually and derivatively, on behalf of all
Members of the Woodington Homeowners' Association, Inc., ...

in a "Motion to Dismiss by Defendants [Board] ... and Alternatively to Strike ..."

(Attachment IB.11), the Board stated (emphasis added):

1. Rule 12(b)(6), SCRCP. Plaintiff's Complaint fails to state a claim and fails to state facts sufficient to constitute a cause of action against these Defendants. The grounds include, but are not limited to the following:

b. Plaintiff has failed to meet the requirements of Rule 23, SCRCP, and therefore **lacks standing to bring a derivative suit**. The grounds specifically include, but are not limited to ... that Plaintiff does not represent the interests of the members of the Woodington Homeowners' Association, Inc. or the community. Therefore, Plaintiff's **claims must be dismissed**.

On 01/23/18, this Court issued an "Order Denying Motion to Dismiss, and in the Alternative Motion to Strike ..." (Attachment IB.12), which showed in pertinent part (emphasis added):

... I find in favor of Plaintiff, **denying Board Defendants' Motion in all respects**.

THEREFORE, IT IS ORDERED, that Board Defendants' Motion to Dismiss, and, in the alternative, to Strike or for a More Definite Statement is DENIED. ...

As related to "derivative", the conclusion to dismiss was applied with Error of Fact as well as Error of Law, based upon information and belief.

MAR erroneously showed (emphasis added):

... several causes of action, including ... a derivative suit on behalf of the Woodington Homeowner's Association, among others. ... Appellant is prohibited from bringing a derivative suit. ...

F) The Judge erred by ignoring Appellant's request for the Court to dismiss in part, which represents abuse of judicial discretion.

In MOP2 and in MOP3, Appellant requested that in the event the Court decided to dismiss, then dismissal in part should be considered. However, rather than properly addressing a subset of C1384 claims, the Judge erred with abuse of judicial discretion by dismissing C1384 in its entirety. Excerpts from MOP2 and MOP3 show:

... MTD [Motion to Dismiss] must be considered as a "Motion for Dismissal in Part". Where there are multiple causes of action, as here, as the Court is well aware, a motion for dismissal should not be viewed as an "all or nothing" disposition. The Court perhaps may decide to dismiss one claim, but not to dismiss the entirety of Plaintiff's case against [Defendant] in the execution of, and in the serving of, the interests of justice. ...

G) The Judge erred by usurping matters that must be determined by a jury, which represents abuse of judicial discretion. Premature dismissal denied Appellant's right to request a jury trial.

C1384 cited evidence, facts, and questions of law, all of which represent instances where "... reasonable minds might differ ...". When this is true, questions must come before a jury. For the Judge to deny Appellant a right to a jury trial is an abuse of judicial discretion.

... If the question is one on which reasonable minds might differ, then it is for the jury to determine which of the two permissible views they will take. ...
[from *Holtzscheiter v. Thomson Newspapers, Inc.*, 506 S.E.2d 497, 332 S.C. 502, 507, September 22, 1998]

H) The Judge erred by not addressing nor hearing pending Motions, dismissing prematurely without issuing Orders to dispose of pending Motions. Such is an Error of Law and also represents abuse of judicial discretion.

As proven by Attachment IB.4: "Request for Written Orders with Service to Plaintiff", Orders were not issued. A particularly important: "Motion to Reconsider an Order Denying

Plaintiffs' Motion for ADR; or Alternately, Renewal of Motion for ADR" (Attachment IB.14) was never disposed before premature dismissal.

- I) **The Judge erred by granting premature dismissal that precluded requested discovery and ADR, which is an Error of Law and also represents abuse of judicial discretion.**

As proven by Attachment IB.5: "Motion for a Continuance to Postpone a 11/24/2020 Scheduled Hearing to Allow Discovery" (Attachment IB.5), the Judge denied Appellant's right to discovery by granting premature dismissal of C1384. As proven by Attachment IB.6: "Request for Production of Documents from Defendant State Farm Fire and Casualty Company", discovery for RFP was also denied, which is an Error of Law and abuse of judicial discretion.

- J) **The Judge erred by denying Appellant a right to bring a "... preponderance of evidence ...", which is an Error of Law.**

MOP1 stated "... moot and academic as to ... False Light ...", and showed (emphasis added):

1. Complaint contained factual evidence demonstrating misconduct by MTB related to casting Plaintiff in a false light before Woodington Homeowners' Association, Inc. (WHOA) members ... Plaintiff knows of no law, Court rule, nor any precedent which precludes presentation of evidence to form a "preponderance of evidence" for his case. It is therefore moot and academic as to whether or not a "False Light" cause of action exists, because South Carolina (SC) courts have viewed other cases either as claims for defamation or as claims related to breach of privacy.

MAR showed (emphasis added):

... causes of action, including casting the Plaintiff in a false light, ...

- K) **The Judge erred by apparently accepting alleged failure by Appellant as to Conspiracy, which is an Error of Law.**

OGD claimed that Appellant failed to show "... special damages ..." (SPD) as required for a claim of conspiracy. SPD were cited in Appellant's MOP1 (excerpted):

B) Plaintiff's Complaint Alleges Special Damages with Specificity

16. Specific damages suffered as a result of an alleged conspiracy were contained in SUC:

98. Evidence presented ...

18. Plaintiff specifically stated damages to comply with Rule 9(g), SCRCF:

RULE 9 PLEADING SPECIAL MATTERS ...

C) Complaint States Facts Sufficient to State a Claim for Conspiracy

19. Several facts sufficient to show a claim for conspiracy are contained in Complaint; see paragraphs: 48, 54, 79 – 84.

L) The Judge erred regarding aspects related to extortion, which is Error of Law

MOP1 argued various claims related to “extortion”. An entire Section:

D) SC Code of Laws Recognizes an Action by a Citizen / Extortion

with paragraphs 20 – 23 cited SC Code of Law to prove Error of Law:

L1. Prosecution of one's own cause cannot be barred

“... a citizen cannot be barred from prosecution of his own cause: Section 40-5-80 ...” (as found in paragraph 20);

L2. Civil penalties result from extortion

“... extortion ... Section 40-11-110. ... civil penalties; ...” (par. 21);

L3. The Court labeled CPS (extortion) as a civil action

“... it was the judgment of the Court to label Complaint as a civil action, rather than as a criminal action ...” (par. 22);

L4. Jurisdiction for criminal cases

“Magistrates have jurisdiction in criminal cases:

SECTION 22-3-520. Jurisdiction limited to county.

Magistrates shall have and exercise within their respective counties all the powers, authority and jurisdiction in criminal cases herein set forth.

SECTION 22-3-550. Jurisdiction ...” (par. 23).

MAR showed (emphasis added):

... several causes of action, including ... extortion ...

M) The Judge erred by not accepting nor acting upon Appellant's MOPO, which is an Error of Law and also represents abuse of judicial discretion.

M1. Appellant filed objections to a Proposed Order

MOPO (Attachment IB.9) is a document of eleven (11) pages that cited extensive objections and corrections to a Proposed Order as drafted by Counsel. The Judge ignored Rule 12(b)(6), which is thus an Error of Law. MOPO concluded that dismissal could not be granted:

... until after undisputed facts that are supported by evidence are clearly understood, and content that was cited under Rule 12(f), SCRCP is stricken, or revised.

M2. An official Transcript exists

MAR seems to forget creation of an official Transcript (Exhibit IB.13) by a certified-Court Reporter. The existing Transcript makes a "flash drive" irrelevant. Various parts of Transcript as stated by Appellant affirm this Brief's content.

MAR showed (emphasis added):

... The Court asked Respondents to provide a proposed Order and Appellant was afforded the opportunity to review and make **objections and corrections**. ... A **flash** drive containing the record in this case is attached.

CONCLUSION

Accordingly, based upon issues raised and upon pleadings, including all exhibits, with proper reference to Court rules, and in the overriding interests of justice stemming from arguments herein, this Brief has shown the Judge erred in Errors of Fact, and as well erred in Errors of Law. The Judge also erred by abusing judicial discretion. The Court can fully appreciate several genuine issues of fact exist, and dismissal should not have been granted in the face of such issues remaining unresolved. Facts pertaining to C1384 were clear – newly-brought issues cannot be dismissed due to COE, thus rendering improper the lower court's decision. The merits of C1384, as supported by factual evidence, substantially outweighed all claims to dismiss.

Sufficient evidence and rationale have been provided to warrant reversal, vacating of the OGD, and to remand with instruction to fully adjudicate Appellant's-newly-brought claims and theories for relief, as well as other questions of both fact and law. It would go against the policy of this Court if errors of law remain standing, and if legalistic-technical arguments were to prevail where, as here, justice requires that C1384 should proceed on the merits.

Dated this 2nd day of March, 2021.

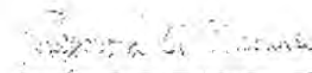

Raymond A. Wedlake, Appellant (*Pro Se*)
703 Creekview Drive
Greenville, SC 29607
864-2654-9262 wedlakera@mail.com

FIGURE BOA.6 - Notice of Appeal 2021-000511

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

May 17 2021

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

SC Court of Appeals

Letitia H. Verdin, Circuit Court Judge

RECEIVED

Aug 09 2021

Appellate Case No. 2021-_____
Case No. 2020-CP-23-05996
Case No. 2020-CV-23-10201384

SC Court of Appeals

Raymond A. Wedlake, as a Member of Woodington Homeowners' Association, Inc.,
and on behalf of other-similarly-situated Members of Woodington Homeowners'
Association, Inc.,

Appellant

v.

Board of Directors of Woodington Homeowners' Association, Inc., comprised of Mona Craigo,
Edward Decker, and Sandra LaCroix at the time of filing; and, McCabe, Trotter & Beverly,
P.C.; and, State Farm Fire and Casualty Company,

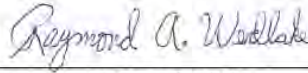
Respondents

NOTICE OF APPEAL

Pursuant to Rule 203, SCACR, Raymond A. Wedlake appeals the Order (Form 4,
Exhibit NOA.1) of the Honorable Letitia H. Verdin, electronically signed on May 8, 2021.
Appellant received written notice of entry of this Order on May 12, 2021. This Order affirmed
dismissal of Appellant's entire case by a Magistrate's-Court Order of December 28, 2020

(Exhibit NOA.2). Appellant attaches Proof of Service to involved parties. A filing fee of \$150 is remitted by Priority Mail.

May 17, 2021



Raymond A. Wedlake,
703 Creekview Drive,
wedlakera@mail.com

Appellant (*Pro Se*)
Greenville, SC 29607
864-254-9262

Other Counsels of Record:

James Walsh, Esq.
Clarkson, Walsh & Coulter, P.A.
P.O. Box 6728
Greenville, SC 29606
jwalsh@clarksonwalsh.com
Attorney for Board Respondent
864-232-4400

Stephanie Kellahan, Esq.
McCabe, Trotter & Beverly, P.C.
PO Box 212069
Columbia, SC 29221
stephanie.kellahan@mccabetrotter.com
Attorney for McCabe Trotter Respondent
803-724-5000

Nicholas A. Farr, Esq.
Gallivan White & Boyd, P.A.
PO Box 10589
Greenville, SC 29603
nfarr@gwblawfirm.com
Attorney for State Farm Respondent
864-271-9580

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

Appellate Case No. 2021-_____
Case No. 2020-CP-23-05996
Case No. 2020-CV-23-10201384

RECEIVED

May 17 2021

SC Court of Appeals

RECEIVED

Aug 09 2021

SC Court of Appeals

Raymond A. Wedlake, as a Member of Woodington Homeowners' Association, Inc.,
and on behalf of other-similarly-situated Members of Woodington Homeowners'
Association, Inc.,

Appellant

v.

Board of Directors of Woodington Homeowners' Association, Inc., comprised of Mona Craigo,
Edward Decker, and Sandra LaCroix at the time of filing; and, McCabe, Trotter & Beverly,
P.C.; and, State Farm Fire and Casualty Company,

Respondents

CERTIFICATE OF SERVICE

It is hereby certified that copies of "Notice of Appeal", along with Exhibit NOA.1 and
Exhibit NOA.2, were served upon three Counsels via electronic mail as follows:

James Walsh, Esq.
Clarkson, Walsh & Coulter, P.A.
P.O. Box 6728
Greenville, SC 29606
jwalsh@clarksonwalsh.com
Attorney for Board Respondent

Stephanie Kellahan, Esq.
McCabe, Trotter & Beverly, P.C.
PO Box 212069
Columbia, SC 29221
stephanie.kellahan@mccabetrotter.com
Attorney for McCabe Trotter Respondent

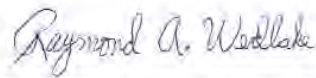
Nicholas A. Farr, Esq.
Gallivan White & Boyd, P.A.
PO Box 10589
Greenville, SC 29603
nfarr@gwblawfirm.com
Attorney for State Farm Respondent

and also upon the Clerk of Circuit Court:

Clerk of Court
Greenville County Courthouse
305 E North Street
Greenville, SC 29601

via US Priority Mail, Tracking Number: 9405 5036 9930 0386 0482 75

on May 17, 2021.



Raymond A. Wedlake, Appellant (*Pro Se*)
703 Creekview Drive, Greenville, SC 29607
(864) 254-9262 wedlakera@mail.com

FIGURE BOA.7 - Notice of Transcript Receipt on July 9, 2021

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Letitia H. Verdin, Circuit Court Judge

Appellate Case No. 2021-000511
Case No. 2020-CP-23-05996
Case No. 2020-CV-23-10201384

RECEIVED

Aug 09 2021

SC Court of Appeals

Raymond A. Wedlake, as a Member of Woodington Homeowners' Association, Inc.,
and on behalf of all other similarly situated Members of Woodington Homeowners'
Association, Inc.,

Appellant

v.

Board of Directors of Woodington Homeowners' Association, Inc., comprised of Mona Craigo,
Edward Decker, and Sandra LaCroix; McCabe, Trotter & Beverly, P.C.; and, State Farm Fire and
Casualty Company,

Respondents

NOTICE OF TRANSCRIPT RECEIPT ON JULY 9, 2021

COMES NOW Appellant Raymond A. Wedlake (Pro Se) , and gives notice the
“Transcript of Record” (Transcript) for 2020-CP-23-05996 was received via US Posted Mail
on July 9, 2021 (see Exhibit NTR.1). Pursuant to Rule 208(a)(1) (excerpted, emphasis added):

RULE 208 INITIAL BRIEFS

(a) Time for Serving and Filing Initial Briefs.

(1) **Brief of Appellant. Within thirty (30) days after receiving the transcript** or, if no transcript is ordered, within thirty (30) days after serving the notice of appeal, appellant shall serve one copy of his brief on all parties to the appeal, and file with the clerk of the appellate court one copy of the brief with proof of service.

Appellant plans to file his-initial brief before August 8, 2021. This date marks thirty (30) days after receiving the Transcript.

Dated this 10th day of July, 2021

Raymond A. Wedlake

Raymond A. Wedlake,
703 Creekview Drive,
wedlakera@mail.com

Appellant (*Pro Se*)
Greenville, SC 29607
864-254-9262

ORIGINAL

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE)

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association, Inc.
and on behalf of all other similarly situated
members of Woodington Homeowners'
Association, Inc.,

Appellant,

vs.

Board of Directors of Woodington
Homeowners' Association, Inc., comprised of
Mona Craig, Edward Decker, and Sandra
LaCroix; McCabe, Trotter & Beverly, P.C.; and
State Farm Fire and Casualty Company,

Respondents.

Magistrate Case No. 2020CV2310201384

Common Pleas Case No. 2019-CP-23-05996

Aug 09 2021

SC Court of Appeals

MAGISTRATE'S RETURN

ENTERED COMPUTER

2021 JAN 28 AM 11:57

FILED - SUMMARY COURT
GREENVILLE CO. SC
JUDGE DEAN E. FARR

The above case came before this Court as a pretrial motion hearing on November 24, 2020. Appellant filed a suit against all Respondents raising several causes of action, including casting the Plaintiff in a false light, extortion as well as a derivative suit on behalf of the Woodington Homeowner's Association, among others. Defendants listed above filed a joint Motion to Dismiss the Plaintiff's Complaint on several grounds, including for collateral estoppel and that Appellant is prohibited from bringing a derivative suit. Appellant filed a Motion for Preliminary Injunction which was withdrawn by the Appellant.

Present at the hearing were Raymond A. Wedlake, appearing *pro se*; Stephanie Kellahan of the firm McCabe, Trotter & Beverly, P.C., attorneys for McCabe, Trotter & Beverly, P.C.; Chris Smith of the firm Clarkson Walsh Coulter, attorneys for the Board of Directors of Woodington Homeowners' Association, Inc., comprised of Mona Craig, Edward Decker, and Sandra LaCroix, and Nicholas A. Farr of the firm Gallivan, White & Boyd, P.A., attorneys for State Farm Fire and Casualty Company.

Based upon pleadings, the memorandums filed in support of the above Motion, the legal arguments presented by all parties and exhibits presented at the hearing, the Court dismissed the Appellant's claims with prejudice. The Court asked Respondents to provide a proposed Order and Appellant was afforded the opportunity to review and make objections and corrections. The attached Order was ultimately signed and provided to the parties and the case was dismissed with prejudice. A flash drive containing the record in this case is attached.

Respectfully submitted,



Laura M. Saunders
Magistrate Judge
Fairview / Austin Summary
Court

I CERTIFY THIS TO BE A
TRUE AND VALID COURT COPY

DATE 1/28/2021

SIGNED Heidi Patterson

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Raymond A. Wedlake, as a Member of
Woodington Homeowners' Association,
Inc. and on behalf of all other similarly
situated members of Woodington
Homeowners' Association, Inc.,

Plaintiffs,

vs.

Board of Directors of Woodington
Homeowners' Association, Inc.,
comprised of Mona Craigo, Edward
Decker, and Sandra LaCroix; McCabe,
Trotter & Beverly, P.C.; and State Farm
Fire and Casualty Company,

Defendants.

IN THE MAGISTRATE'S COURT

**ORDER GRANTING DEFENDANTS'
MOTION TO DISMISS**

C.A. No. 2020CV2310201384

FAIRVIEW-AUSTIN

SEP 24 2020

SUMMARY COURT

THIS MATTER IS BEFORE the court on the defendants' motions to dismiss the plaintiffs' amended complaint. A hearing on these motions was held before me on November 24, 2020, Present at the hearing were Raymond A. Wedlake, appearing *pro se*; Stephanie Kellahan of the firm McCabe, Trotter & Beverly, P.C., attorneys for McCabe, Trotter & Beverly, P.C.; Chris Smith of the firm Clarkson Walsh Coulter, attorneys for the Board of Directors of Woodington Homeowners' Association, Inc., comprised of Mona Craigo, Edward Decker, and Sandra LaCroix, and Nicholas A. Farr of the firm Gallivan, White & Boyd, P.A., attorneys for State Farm Fire and Casualty Company. Based upon the arguments of the parties, pleadings, exhibits, applicable law and the record in this case, the court hereby orders that the defendants' motions to dismiss be GRANTED with prejudice.

SW
P1

Background

The genesis of this lawsuit and the multiple other lawsuits plaintiff has filed against the WHOA Board, stem from a 2016 dispute plaintiff had with the Woodington Homeowners Association ("WHOA") Architectural Committee over a sailboat that plaintiff had painted on his garage door. Plaintiff filed a lawsuit against the WHOA Board titled: *Raymond A. Wedlake, individually and derivatively, on behalf of all Members of The Woodington Homeowners' Association, Inc., v. Benjamin Acord, William Craigo, Denis Esteve, and Brian James in their capacity as the current Board of Directors of the Woodington Homeowners' Association, Inc., and, Association Management Group SC, Inc., C.A. No.: 2017-CP-23-06301*. On May 29, 2018, following plaintiff's presentation of his case at trial, the Honorable Judge Simmons issued an Order granting the WHOA Board's motion for an involuntary non-suit under rule 41(b) and dismissed plaintiff's case. Plaintiff's lawsuit was for a declaratory judgment as it pertained to the interpretation of the WHOA bylaws. Plaintiff also sought nominal damages and attorney's fees. Following plaintiff's presentation of his evidence at the trial of this case, the Court granted defendants' motion to dismiss plaintiff's case. Plaintiff appealed the Court's decision, and this matter is currently pending in the Court of Appeals. The WHOA board retained the services of the law firm of McCabe, Trotter & Beverly, P.C. to represent them in that action. The WHOA Board in that action is still being represented by the law firm of McCabe, Trotter & Beverly, P.C. ("MTB") in the pending appeal of that action.

In April 2018, the WHOA elected its 2018 Board, in which Chris Edwards, Chip Koshis, Denis Esteve, William Craigo, and Mike Keels were duly elected. On July 13, 2018, the 2018 WHOA Board received a legal bill from MTB in the amount of \$53,684.50 for legal services rendered in the defense of plaintiff's lawsuit against the 2017 WHOA Board.

 2
P2

On July 14, 2018, the plaintiff filed a defamation lawsuit against individual WHOA board members, Kristine Lynch and Dawn Vonderbecke, in the Greenville County Court of Common Pleas, titled: *Raymond A. Wedlake, as a Member of the Woodington Homeowners' Association, Inc. vs. Kristine Lynch and Dawn Vonderbecke and John Does & Jane Does numbers 1-10 and Doe Legal Entities numbers 1-10, C.A. No.: 2018-CP-23-03758*. The Clarkson Walsh Coulter law firm defended the individually named defendants in that case.

On January 24, 2019, the Annual Meeting of the Woodington HOA was held. The annual WHOA budget was presented in detail by the Treasurer, Denis Esteve. The budget included line items matching the additional funds to be collected by an approved Payment Plan and corresponding payments of Legal Fees. The Budget was passed by verbal vote of those in attendance. It is believed that the plaintiff, Raymond Wedlake was the only WHOA member present who voted against the proposed budget.

On January 17, 2019, the plaintiff filed a complaint against the WHOA Board that consisted of Christopher Edwards, Charles Koshis, Denis Esteve, Michael Keels and William Craigo in their capacity as Board of Directors of the Woodington Homeowners' Association, Inc., Case No. 2019-CP-23-00269.

On March 23, 2019, the plaintiff filed a lawsuit against the 2019 WHOA Board entitled: *Raymond Wedlake, as a Member of the Woodington Homeowners' Association, Inc. v. Scott Bashor, William Craigo, Christopher Edwards, Denis Esteve and Charles Koshis in their capacity as members of the current Board of Directors of Woodington Homeowners' Association, Inc., CA No.: 2019-CP-23-01501*. The lawsuit claimed that the defendants breached their fiduciary duty to the WHOA by first accepting the invoice for legal services rendered by MTB and further violated their fiduciary duty by counting the ballots that had been sent out to


23

the community in October of 2018 (ballots pertaining to indemnification and payment plan for legal fees) that were not returned by WHOA members as proxy "Yes" votes in favor of the proposed plan. These are the same exact claims that plaintiff has brought before the Magistrate's Court in this lawsuit in an attempt to re-litigate the issues that have already been decided in previous actions.

State Farm Fire and Casualty Company ("State Farm") is the liability insurer for WHOA. Upon the filing of this lawsuit, State Farm agreed to provide the HOA Board with a defense in this action under a reservation of rights. The plaintiff subsequently filed the amended complaint in this action. In the amended complaint, the plaintiff amends his allegations against WHOA in an attempt, based on the plaintiff's interpretation of the State Farm policy, to remove any potential insurance coverage afforded WHOA. Likewise, in the amended complaint, the plaintiff asserts a breach of contract claim against State Farm for providing a defense to WHOA on the grounds that the amended complaint allegedly no longer triggers coverage under the State Farm policy.

Legal Standard

Pursuant to Rule 12(b)(6) of the South Carolina Rules of Civil Procedure, the court may dismiss a claim when the defendant demonstrates the plaintiff's "failure to state facts sufficient to constitute a cause of action" in the pleadings filed with the court. *FOC Lawshe Ltd. P'ship v. Int'l Paper Co.*, 352 S.C. 408, 412, 574 S.E.2d 228, 230 (Ct. App. 2002). When ruling on a motion to dismiss for failure to state facts to constitute a cause of action, the court must base its decision solely upon the allegations set forth on the face of the complaint. *Brown v. Leverette*, 291 S.C. 364, 366, 353 S.E.2d 697, 698 (1987). The court must grant the motion if the facts

SM
pt

alleged in the complaint and the inferences reasonably deduced therefrom do not entitle the plaintiff to relief on any theory of the case. *Id.*

Discussion

I. Collateral Estoppel

“Collateral estoppel, also known as issue preclusion, prevents a party from relitigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same.” *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009). In the instant case Plaintiff alleges that, due to the alleged bad acts of MTB, WHOA improperly and involuntarily paid an invoice for legal fees related to Case 2017-CP-23-06301. However, Plaintiff filed a lawsuit under that same theory in March 2020 in Case 2019-CP-23-01501¹. Specifically, Plaintiff alleged:

COMES NOW, Raymond A. Wedlake (Plaintiff), in his capacity as a member in good standing of Woodington Homeowners' Association, Inc.(WHOA), and by and through his undersigned legal counsel, Grant H. Gibson, Esq., hereby asserts a breach of covenants and breach of fiduciary duty by Defendants arising from acceptance of an improper invoice from the law firm of McCabe, Trotter, and Beverly, P.C. (McCabe), coupled with disbursement of WHOA funds to McCabe, or any partner or associate thereof.

In Case 2019-CP-23-01501 Plaintiff laid out almost identical facts to allege that several directors of WHOA improperly accepted a bill from MTB, held an improper vote to attempt to approve payment of that bill, miscounted votes in determining the membership approved the vote, demanded the court require WHOA seek recovery of over \$6,000 from MTB, and suggested any funds owed to MTB should be held in escrow until the appeal in case 2017-CP-

¹ MTB was not a named party to Case 2019-CP-23-01501. However, this does not prevent MTB or any other party from asserting collateral estoppel as a bar to this suit because “modern courts recognize the mutuality requirement is not necessary for the application of collateral estoppel where the party against whom estoppel is asserted had a full and fair opportunity to previously litigate the issues.” *Carolina Renewal, Inc. v. S.C. Dep't of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App. 2009).

SGH
PS

23-06301 has been decided. These claims were all dismissed via Summary Judgment on March 13, 2020. Specifically, The Honorable Edward Miller held the following:

- “The Board properly counted the ballots both returned and not returned in accordance with the WHOA Bylaws, and in no way breached its fiduciary duty to WHOA members.” (Order, p. 6.)
- “[P]laintiff has failed to establish that the Board did not receive a majority of votes needed to pass the payment plan proposal . . .” (Order, p. 7.)
- “Based on the plain language of the Bylaws, it appears that the [board members] acted in accordance with WHOA Bylaws . . .” (Order, p. 7.)
- “[The board members] have done nothing improper, have acted in accordance with the WHOA Bylaws, and did not violate their fiduciary duty to its members.” (Order, p. 7.)
- “[The board members] were not in violation of the South Carolina Non-Profit Act as it pertains to the approval for the proposed ballots for indemnification and payment of legal fees.” (Order, p. 9.)

Judge Miller’s Order in Case 2019-CP-23-01501 unequivocally found that membership of WHOA voted indemnify the individual defendants from Case 2017-CP-23-6301 and such vote was properly held and valid. He further held the membership voted to pay the legal fee invoice submitted by MTB through a payment plan. Plaintiff cannot seek to collaterally attack Judge Miller’s holding by seeking relief from this Court. For that reason, Plaintiff’s claims related to invoicing and payment of legal fees for Case 2017-CP-23-06301 must be dismissed.

II. Casting Plaintiff in False Light

Plaintiff’s amended complaint fails to state a claim and fails to state facts sufficient to constitute a cause of action against MTB pursuant to Rule 12(b)(6), SCRPC because South Carolina does not recognize a cause of action for “Casting in a False Light.” Even if the court were to interpret this claim as a cause of action for defamation, said claim is barred by the statute of limitations. A claim for libel or slander must be brought within two years. S.C. Code §15-3-

SM
PL

550. The statute of limitations begins running at the time of the allegedly defamatory statement because "South Carolina has not adopted the discovery rule in libel and slander cases." *Jones v. City of Folly Beach*, 326 S.C. 360, 369, 483 S.E.2d 770, 775 (Ct. App. 1997). Plaintiff's amended complaint states on its face that the allegedly defamatory statement was made September 20, 2016. While Plaintiff's amended complaint alleges the statute of limitations cannot begin to run until Plaintiff learned MTB "acted on [its] own initiative," Plaintiff does not, and cannot, cite any authority for this position. Instead, the case law of this state is clear that the statutory period began on September 21, 2016 and expired on September 21, 2018. Plaintiff did not bring this suit until almost 2 years after that time. For these reasons Plaintiff's claim for defamation must be dismissed.

III. Conspiracy

Plaintiff's claim for conspiracy must also be dismissed pursuant to Rule 12(b)(6) because Plaintiff has failed to state with specificity what special damages he suffered as a result of an alleged conspiracy. Special damages are an essential element in proving a claim for conspiracy. *LaMotte v. Punchline of Columbia, Inc.*, 296 S.C. 66, 370 S.E.2d 711 (1988). Specifically, damages alleged in a civil conspiracy claim must go beyond those alleged in other causes of action. *Pye v. Estate of Fox*, 369 S.C. 555, 633 S.E.2d 505 (2006). However, in this case the damages sought by Plaintiff, a refund of legal fees allegedly paid in violation of the WHOA's covenants, are the same damages sought by Plaintiff for its Breach of Contract claim. Additionally, Plaintiff has failed to specifically state the special damages allegedly suffered as required by Rule 9(g), SCRCF. As such, the conspiracy claim must be dismissed.

SM
PT

IV. Plaintiff Lacks Standing to Bring a Derivative Suit

Plaintiff has failed to meet the requirements of Rule 23, SCRPC, and therefore lacks standing to bring a derivative suit. Plaintiff does not fairly and adequately represent the members of WHOA, and Plaintiff's amended complaint fails to allege that he does. In fact, there is currently pending before the Court of Common Pleas for Greenville County a class action lawsuit brought by other members of WHOA alleging ²:

1. This case is about Defendant's actions of harassing his neighbors, eroding community camaraderie, and subjecting the Woodington residents to unnecessary legal expenses, using the Court system and its inherent authority to give credence to his bullying tactics. Defendant has engaged in a clear pattern of harassment through the use of the Court system and its elements through his frivolous lawsuits.

In 2019 The Greenville News published a story outlining Mr. Wedlake's harassment of his neighbors. <https://www.greenvilleonline.com/story/news/2019/04/02/sc-hoa-says-lawsuits-bankrupting-their-greenville-community/2919200002/>. Specifically, at least nine members met with the newspaper to discuss the endless lawsuits filed by Mr. Wedlake. Additionally, Plaintiff's own complaint shows that 29 members of WHOA returned ballots indicating they voted for indemnification and 32 members of WHOA returned ballots indicating they voted for the payment plan. This alone demonstrates Plaintiff's amended complaint is not representative of the position of the WHOA members. As such, he is not allowed to bring this suit derivatively.

Additionally, plaintiff cannot bring a derivative suit on behalf of a non-profit corporation as a *pro se* litigant. In a derivative suit the shareholder bringing the suit is only a nominal plaintiff and the corporation is the real party in interest. *Johnson v. Baldwin*, 69 S.E.2d 585, 588

² 2020-CP-23-01458 was filed March 9, 2020 against Defendant Raymond A. Wedlake. A trial court may take judicial notice of previously entered, related court documents and consider them when ruling on a Motion to Dismiss under Rule 12(b)(6), SCRPC. See *Doe v. Bishop of Charleston*, 407 S.C. 128, 134 n. 2, 754 S.E.2d 494, 497 n. 2 (2014).



221 S.C. 141, 149 (1952). In the instant action plaintiff is attempting to represent the corporate entity and "six similarly situated HOA members." State law prohibits an individual from practicing law without first possessing a law license. S.C. Code § 40-5-310. While a non-lawyer is allowed to represent a corporation before the magistrate court, the corporation must first give the non-lawyer "written authorization from the entity's president, chairperson, general partner, owner, or chief executive officer." *In re Unauthorized Practice of Law Rules Proposed by SC Bar*, 422 S.E.2d 123, 124, 309 S.C. 304, 306 (1992). Such written authorization must be submitted to the magistrate at the time the initial pleading in the case is filed. S.C. Code § 33-1-103. Plaintiff is not a licensed lawyer and therefore may not represent his fellow HOA members in this suit. Additionally, plaintiff has not submitted written authorization from the WHOA's chief executive officer and therefore cannot represent the corporation before this court. For these reasons I find plaintiff's derivative claims must be dismissed.

V. Plaintiff is not a party to the State Farm Insurance Policy

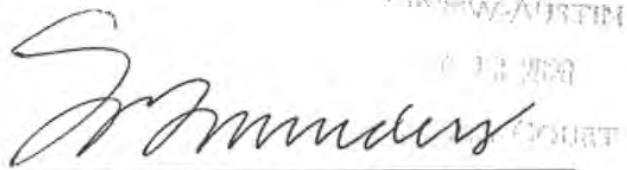
In this matter, Plaintiff has asserted a breach of contract claim against State Farm, disputing whether the claims he has asserted against WHOA are covered by the terms and conditions of the State Farm policy. The State Farm policy at issue was issued to WHOA. The plaintiff is not a party to the insurance contract. Under South Carolina law, an injured person who is not a party to the insurance contract has no standing to litigate a dispute between an insurer and an insured unless he has first established liability against the insured. *Park v. Safeco Ins. Co. of America*, 251 S.C. 410, 162 S.E.2d 709, 711 (1968); *see also Erwin v. Universal Underwriters Ins. Co.*, 2007 WL 30288 (holding that injured motorcyclist lacked standing to pursue claims against tortfeasor's insurer without obtaining judgment against tortfeasor). Here, the plaintiff has not established liability on the part of WHOA. In addition, the court is not

SM
P9

aware of any dispute between State Farm and its insured, WHOA. As he is not an insured under the State Farm policy, the plaintiff has no standing to bring a breach of contract claim as to the available coverage under the policy. As such, his claims must be dismissed.

CONCLUSION

For the foregoing reasons, the Court GRANTS the defendants' motions to dismiss. IT IS HEREBY ORDERED that the plaintiff's amended complaint be dismissed in its entirety with prejudice.

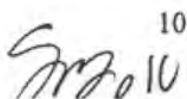
 FAIRVIEW/AUSTIN
COURT

The Honorable Laura M. Saunders
Judge, Fairview/Austin Summary Court

Greenville, South Carolina

December 28, 2020



 10
10

Woodington Homeowner's Association, Inc.
1754 Woodruff Rd - Number 209
Greenville, SC 29607

July 27, 2018

RE: NOTICE OF SPECIAL MEETING ON AUGUST 21, 2018 (HORIZON CHURCH – 6:30PM)

Dear Homeowner,

On August 21, 2018, there will be a special meeting of the Woodington Homeowner's Association. The meeting will take place at Horizon Church (1070 E. Butler Road, Greenville, SC 29607). The purpose of this meeting is to update the members of the Association on numerous matters, including two pending lawsuits, a pending insurance claim, indemnification of HOA Board members, potential assessments related to legal fees, amending the by-laws, and updating the financial status of the Association. It is very important that all members attend this meeting as there could be important votes taken in regards to these matters. Enclosed you will find the agenda for this meeting. If you would like a copy of the By-Laws prior to the meeting, please email me at either of the below emails.

Thank you for your support!

Sincerely,

Chris W. Edwards, President
Woodington Homeowner's Association, Inc.
cwedwards2018@gmail.com or woodinghoa@gmail.com

Enclosures

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP2301501

Board Members Present:

- Chris Edwards President
- Chip Koshis, Vice President
- Mike Keels, Secretary
- Denis Esteve, Treasurer
- Jody Craigo, Maintenance

Quorum Present: Yes

The meeting was called to order at 6:35 PM by the President at Horizon Church.

- I. Call to Order
- II. Introductory Remarks
 - A. Thank you and Introduction
 - B. Introduction of Board Members
 - C. Purpose of Meeting
 1. Inform the Members of Events affecting the Association- "State of the Association"
 2. Embarked knowing we had a difficult road ahead and an engaged community
 - a) Initial Letter to Community
 - (1) Dues
 - (a) 61 of 66 lots are paid
 - (b) Remained at \$200
 - (2) Currently self-management/Management Associations
 - (a) Contacted 7
 - (b) 6 Responded
 - (c) Our options were limited for full service
 - (3) Board Meetings were held monthly, but with little participation by the community.
 - (4) By-Laws
 - (a) Contacted Attorneys for Cost Estimates

- b) July 13th -July 18th events forced the Board to change course
 - (1) Get answers before giving more information to community
 - (2) "State of the Association"
 - (3) Best interest of the community to relay information – not to discuss merits of legal actions or individuals involved.

III. Litigation/Insurance Claims/Complaints

A. Raymond A. Wedlake, individually, and derivatively, on behalf of all Members of the Woodington Homeowners' Association, Inc. vs. Benjamin Acord, William Craigo, Denis Esteve, and Brian James in their capacity as the current Board of Directors of the Woodington Homeowners' Association, Inc.

- 1. Status of Case was giving as on Appeal.
- 2. Insurance Claim with State Farm was denied (No wrongful act or alleged wrongful act).
- 3. Potential Legal Fees to the Association
 - a) Bill
 - b) Portion of this legal bill will be assigned to AMG
 - c) Appeal has not been heard and legal bill will grow on appeal.
- 4. Member stated that information being provided was incorrect. President stated that all information was retrieved from Greenville County Public Index, and President has printouts of information available in a binder.
- 5. Member asked about legal fees being paid by AMG for the attorney. AMG was an agent for Association.
- 6. Member stated that legal action was not brought against the Association.

B. Raymond A. Wedlake, as a Member of the Woodington Homeowners' Association, Inc. vs. Kristine Lynch and Dawn Vonderbecke and John Does & Jane Does numbers 1-10 and Doe Legal Entities numbers 1-10

- 1. Status of Case – very early in process – Board notified on July 18th
- 2. Insurance Claim with State Farm Accepted.
- 3. Potential Legal Fees to the Association are unknown at this time.

Woodington Homeowners Association, Inc.
Special Meeting

Meeting Minutes
August 31, 2018

4. Member asked if Attorney fees will be sought on appeal to the first legal action.
 5. Member stated that judge did award damages award to either party.
 6. Stated that Defendants did not seek damages in the first litigation.
 7. Questions from members about "Jane and John Doe"
 8. Member stated that he and his attorney are unaware of what went on, so "John and Jane Doe" are there to potentially name other people.
 9. Member asked, "What is this all about?"
 10. Member stated that "No one was sued. He asked for nominal damages."
- C. Complaints with the Department of Consumer Affairs
1. South Carolina Homeowners Association Act
 2. 3 Complaints filed
 - a) July 16th complaint - Closed by consumer
 - b) August 1st - Closed by SCDCA
 - c) August 20th -Still listed as pending
 - d) Limited information is publicly searchable on DCA website
 - e) Member asked about them collecting information on "frivolous lawsuits"
 - f) Member asked if the same member filed all lawsuits
 - g) Member asked about paying legal bill related to first lawsuit.
- D. Indemnification of HOA Board Members
1. Indemnification – "The shifting of risk."
 2. By-Laws Article XX
 - a) Eligible Persons
 - b) Eligible Proceedings

- c) Indemnification when the Association is a Party
- d) Indemnification when the Association is not a Party
- e) Question to be addressed: "Do the 2017 Board members named in the initial complaint qualify for indemnification?"
- f) Question to be addressed: "Do the 2016 Board members named in the initial complaint qualify for indemnification?"
- g) Question to be addressed: "Will the Association indemnify current and future Board members should they be named in lawsuits?"

E. Potential Assessments to the Association for Legal Fees

- 1. By-Laws Article XII
- 2. By-Laws Article X
- 3. Member stated that By-Laws are deficient and should be updated.

IV. Amending the By-Laws

- A. Unique situation where we need to address with amendments of the By-Laws.
- B. Priority for Board
- C. SC Homeowner's Association Act requires filing of all governing documents by January 2019.
- D. Members stated that he asked for a By-Laws review committee to be appointed on multiple occasions.
- E. Several Members voiced concern over additional costs to amend by-laws.
- F. Member asked if we have money currently to pay for By-Law revisions.
- G. Members expressed concern as to whether amending would eliminate challenges to Association.

V. Financial Update

- A. Current Cash on Hand - \$17,990.00

Woodington Homeowners Association, Inc.
Special Meeting

Meeting Minutes
August 31, 2018

- B. Estimated Reserves at end of 2018 – Estimated at a minimum of \$7,000
- VI. Unpaid Dues/Architectural Issues
 - A. Liens for unpaid dues
 - B. Architectural Guidelines and Requests
 - C. President stated that purpose of HOA is to maintain property value.
- VII. Member/Board Comments
 - A. Member asked question about annexing to the City of Mauldin.
 - B. Vice President stated that there is a group trying to form the City of Five Forks.
 - C. Member stated that for many years there was no management company for many years and these By-Laws were sufficient for many years.
 - D. Board felt that it could not move forward without notifying community.
 - E. Member state that the By-Laws need ADR. By-Laws need to prevent attorneys from being involved and force negotiation.
 - F. Member asked about dissolving the Association and scraping By-Laws.
 - G. Vice President talked about the monthly meetings and lack of attendance.
 - H. Member asked if we can come together to talk and try to resolve the current situation. Member asked if appeal could be dropped.
 - I. Member stated that case was not against WHOA.
 - J. Member asked about opportunity to seek legal fees moving forward.
 - K. President stated that almost everything discussed is Public Information
 - 1. Google: "Greenville County Public Index"
 - a) Cases and Filings are searchable through this sight.
 - b) Put in Woodington and you can see the case by clicking on the "Actions" section and looking at the Documents
 - L. Member stated that he's served previously and doing away with a HOA is a mistake. Management Companies provided a buffer between neighbors so that things

Woodington Homeowners Association, Inc.
Special Meeting

Meeting Minutes
August 31, 2018

remain civil amongst neighbors. Member stated that those serving and that have served previously have stepped up to serve the community.

M. Members stated that those that have stepped up to serve and those have been sued.

N. Management Company was an agent for the Corporation. Woodington HOA is a non-profit corporation.

O. Member asked if we can do anything to stop the Appeal.

P. Member asked when "this is going to end."

Q. Member stated that the 2017 Board did not act in the best interest of the community.

VIII. Adjournment (Motion to End the Meeting)

Meeting was adjourned at 7:38 PM.

Mike Keels, Secretary

Date

Chris Edwards, President

Date

Woodington Homeowner's Association, Inc.
1754 Woodruff Rd - Number 209
Greenville, SC 29607

SPECIAL MEETING OF THE WOODINGTON HOA
(ENCLOSED BALLOTS ARE DUE BY FRIDAY, NOVEMBER 9TH)

OCTOBER 30, 2018 @ 6:30PM

FIVE FORKS LIBRARY
104 SUNNYDALE DRIVE
SIMPSONVILLE, SC 29681

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP2301501

Woodington Homeowner's Association, Inc.
1754 Woodruff Rd - Number 209
Greenville, SC 29607

October 11, 2018

RE: SPECIAL MEETING, BALLOTS, INDEMNIFICATION, AND BY-LAWS AMENDMENT

Dear Homeowner,

On October 7, 2018, notice of a Special Meeting of the Woodington Homeowner's Association was provided by a sign placed at the entrance of our community. This is a follow-up meeting to the Special Meeting held on August 21, 2018. The Board apologizes that this has taken longer than anticipated, but we have been working continuously on the issues discussed on August 21st.

On August 21st, there was a Special Meeting of the Woodington HOA. The purpose of that meeting was to inform the Members of the Association of events that are currently facing our Association. Information of those events was relayed to those in attendance. For those not in attendance, the minutes of that meeting are enclosed. As stated in that meeting, these events have forced some decisions on the Association.

Enclosed you will find three ballots. It is imperative that every Member of the Association take the time to carefully consider these questions. The ballots can be mailed to the Association at the above address, turned in at the Special Meeting on 10/30, or hand-delivered to a Board member, but **IN ORDER FOR YOUR BALLOTS TO BE COUNTED, EACH BALLOT MUST BE SIGNED BY A PROPERTY OWNER AND BE RECEIVED NO LATER THAN FRIDAY 11/9.**

Enclosed within this mailing, you will find:

- Minutes from the Special Meeting held 8/21
- Cover sheet explaining each ballot with information as to the required number of responses/votes in order for the balloted item to be accepted by the Association
- Three ballots – **PLEASE COMPLETE EACH BALLOT – BALLOTS WITHOUT A PROPERTY OWNER'S SIGNATURE CANNOT BE COUNTED**
- An article from an industry expert explaining Indemnification as it relates to Directors of Non-Profits Corporations in South Carolina (Woodington Homeowner's Association, Inc. is a South Carolina Non-Profit Corporation)

At the meeting, there will be time for the Board to address any questions related to these ballots or to clarify any confusion that may be present. We are also more than happy to address questions or concerns via the email address below.

Sincerely,

Chris W. Edwards, President

Mike Keels, Secretary

Woodington Homeowner's Association, Inc.
woodinghoa@gmail.com

Enclosures

ELECTRONICALLY FILED - 2020 Feb 17 2:59 PM - GREENVILLE - COMMON PLEAS - CASE#2019CP2301501



WOMBLE
BOND
DICKINSON



Liability for Directors of Nonprofit Corporations

[HOME](#) → [US](#) → [INSIGHTS](#) → [ARTICLES AND BRIEFINGS](#)
→ [LIABILITY FOR DIRECTORS OF NONPROFIT CORPORATIONS](#)

Mar 20 2017

"This article originally was published in the March 2017 issue of South Carolina Lawyer magazine."

Introduction

Lawyers are often asked to serve on Boards of nonprofit corporations and if they do so, they will often be asked by other directors about the potential individual liability of a director for actions of the nonprofit, for actions of the

director and for actions of other directors. It is essential therefore that such lawyers understand the risks involved. It is the purpose this Article to further that understanding.

The risk/reward analysis resolves itself into the question of whether (1) the risk of the liability to the director outweighs the benefit of the service to the public, or (2) the benefit of the service to the public outweighs the risk of liability to the director.

Directors of nonprofit corporations must have a thorough understanding, first, of the duties of such a director because it is for a breach of those duties that a director may be sued individually, putting the director's personal assets at risk. Insurance companies providing coverage for directors of nonprofit corporations emphasize this concept. The website of one insurance company states that such potential liability "[C]ould threaten an individual's livelihood and personal fortune" and that directors owe "fiduciary duties to the nonprofit organization and its grantees and donors." [1] The website of a second insurance company brings the liability closer to home, perhaps, by stating that such potential liability threatens "your money, your house, your boat." [2]

Although a director of a nonprofit corporation has duties and standards of conduct to adhere to, a system of statutory protection does exist in South Carolina for such a director. This system is more protective of a director of a non-profit corporation than the system protecting a director of a business corporation. Liability insurance exists too, enabling the public benefit to be achieved by directors serving nonprofits to outweigh the risk of personal liability.

Duty of Care as Interpreted by State Law

A director of a nonprofit corporation has two duties under South Carolina law: (1) a duty of care and (2) a duty of loyalty,[3] with a third related duty being to protect the federal tax exempt status of a nonprofit corporation. This Article primarily addresses the duty of care.

Three primary South Carolina statutory provisions address the duty of care of a director of a nonprofit corporation: S.C. Code Ann. Sections 33-31-830, 33-31-202, and 32-31-834.

A. S.C. Code Ann. Section 33-31-830

The governing statutory authority affecting directors is codified in Section 33-31-830 and is based on the second edition of the Model Nonprofit Corporation Act approved by the Committee on Nonprofit Corporations of the American Bar Association in 1987.[4] Section 33-31-830(a), entitled “General Standards for Directors,” provides that a director shall discharge his duties as follows:

1. In good faith;
2. With the care an ordinarily prudent person in a like position would exercise under similar circumstances; and
3. In a manner the director reasonably believes to be in the best interests of the corporation.[5]

Subsections (1) and (2) constitute the duty of care and the standard is a negligence standard involving an analysis of the specific language of the section, including “a prudent person,” “in a like position,” and “under similar circumstances.” *Id.*

Section 33-31-830(d) provides that a director meeting the standard of Section 33-31-830(a) is not liable to the corporation, a member, or any other person if complying with this section.

B. S.C. Code Ann. Section 33-31-202

Section 33-31-202(b)(2), provides that no director is personally liable for monetary damages for breach of any duty to a nonprofit corporation or its members, excepting, with respect to the duty of care, “acts not in good faith or intentional misconduct or knowing violation of law.”

The protection in this Section has both positive and negative differences from the protection in Section 33-31-830. On the positive side, the protection

from liability here is not only against negligence, but also against gross negligence, because intentional misconduct would be a higher standard than gross negligence.[6] On the negative side, the protection in Section 33-31-202(b) applies only to a breach of any duty to the corporation or its members, arguably excluding third party claims, and applies only to monetary damages, not to equitable remedies. The South Carolina Reporter's Comments recognize, again, that extending protection to grossly negligent conduct is founded on the concept that directors in these circumstances are unpaid volunteers. This is a reflection of the legislative determination that unpaid volunteers, giving of their time and often their money to an entity whose purpose is a public benefit, deserve a higher level of protection than directors of for-profit corporations, whose purpose is primarily financial and whose directors are usually paid for their service.

C. S.C. Code Ann. Section 33-31-834

Section 33-31-834, is not a part of the Model Act but was included in previous South Carolina statutory law. Section 33-31-834 provides complete immunity from liability to a director of a nonprofit corporation exempted from taxation under Federal Income Tax Code Section 501(3)(c), (c)(6) or (c)(12), except when the conduct amounts to gross negligence or willful or wanton conduct. Comparing Section 33-31-834 protection to the other two sections giving protection, the negatives are that the protection of this section applies only to federally tax-exempt organizations, not to mutual benefit nonprofits, and does not extend to gross negligence. The positive factors are that it does provide coverage against negligence, unlike Section 33-31-830 protection, and applies to any suit, including third party claims, as Section 3-31-830 does, but Section 33-31- 202(b) does not.

Statutory Protection

The levels, then, of the intentional statutory protection for directors of nonprofit corporations in South Carolina, before even addressing indemnity or insurance coverage issues, include the following:

A. A director of a corporation whose primary beneficiary is the public,

recognized by a federal tax-exempt status, is protected under Section 33-31-834 against any claim by any person unless the director is grossly negligent.

One of the few reported cases involving nonprofit corporation director liability[7] in South Carolina includes a perceptive analysis by Federal District Judge Norton of gross negligence in this context and states that such the applicable duty of care standard requires a finding of conscious wrongdoing. The conduct complained of in that case, brought by a terminated employee of the Medical University of South Carolina, was that two directors in a telephone call with the Plaintiff, prior to an extension of his Employment Contract for an additional period, requested that the Plaintiff agree to certain changes in his Employment Agreement. The evidence was that the Plaintiff was told by the Chairman of the Board of Directors on that telephone call that if he did not agree to extend his contract he would be terminated immediately. One of the Plaintiff's arguments was that the Chairman did not have the authority to terminate his employment, only the Board did. The Court found that the Director's testimony was that he believed he did have that authority, so there was no "conscious wrongdoing". Obviously, someone engaged in conscious wrongdoing, even in a nonprofit context, should not have protection.

B. If a suit is brought against the director of a nonprofit by that corporation or its members, the director is protected under Section 33-31-202(b), even against gross negligence and is liable only for intentional wrongdoing, not just conscious wrongdoing. In the Official Comments to this Section, taken from the Model Nonprofit Corporation Act, intentional is defined to mean the specific intent to perform or fail to perform the act with actual knowledge that the specific action or failure to act will cause harm, rather than a general intent to perform acts which cause harm. The Official Comments also give an example of the special considerations applicable to nonprofit directors in finding that those directors could reasonably allocate all of the entities' grants to "untried and innovative programs" with little chance of success, because there could be significant benefits if those programs were in fact successful.

C. In a fact situation not covered in Section 33-31-834 or Section 33-31-202(b), Section 33-31-830 extends protection to conduct that was both in good faith and not negligent, provided, importantly, that the standard the director is held to, that of an ordinarily prudent person, should include a specific favorable analysis of the language “in a like position” and “under similar circumstances.” The Official Comments give clear support for special consideration based on a nonprofit director being a volunteer and receiving no compensation, even extending the analysis to the director’s personal background, qualifications, and experience.

Again, in balancing the two concepts, these special considerations do not water down the requirement for prudence. Section 33-31-830 provides parameters for such prudence, such as the statement in subsection (b) that while a director is entitled to rely on information, reports, and financial statements prepared by others, directors can do so only if they reasonably believe those providing the information or reports are competent and reliable. In regard to such special conditions, the Official Comment to that Section states that “this does not mean that directors can ignore their responsibilities because they are volunteers or have no economic interest in the corporation or its operations.” An example would be that directors, in considering employment discrimination claims, including sexual harassment which are all the more common now, would not be entitled to rely solely on managements review of the relevant facts but should conduct their own independent investigation.

Federal Level – Volunteer Protection Act of 1997

At the Federal level, directors have protection under the Volunteer Protection Act of 1997,[8] which is applicable to directors of nonprofits exempt from federal income tax and which preempts inconsistent state law. In enacting the Volunteer Protection Act, Congress recognized “the willingness of volunteers to offer their services is determined by the protection from liability in actions against them.” [9] The protection of the Act extends to all volunteers, which would include an unpaid director, and the standard under Section 14503 of that Act is that the action of the director is

protected unless caused by “willful or criminal misconduct, gross negligence, reckless conduct”[10] The protection of the Act does not, under that same Section, extend to an action by the nonprofit corporation itself against a director, including perhaps derivative actions, or against the corporation for harm caused by the director.

A related duty of a director of a nonprofit corporation of a federally tax exempt organization to protect that tax exemption is made clear because both Section 33-31-834 and the Volunteer Protection Act require it. A director also must ensure compliance with the IRS Guidelines applicable to tax exempt nonprofit corporations, including particularly excess benefit transactions, private inurement questions, and executive compensation issues. Failure to comply can result in loss of the tax exemption, thus eliminating the tax deductibility of contributions.

Lawyers, as well as other professionals serving as directors of nonprofit corporations may be held to a higher standard of care than other directors. The Official Comments in Section 33-31-830 state that no particular skill or expertise should be expected from directors “unless their background or knowledge evidences some special ability.”[11] This would mean that a lawyer sitting on a non-profit board and reviewing contracts, not as a lawyer but just as a board member, may still be held to a higher standard of care, as would an accountant reviewing financial information, even if prepared by an outside accounting firm.

Ancillary Legal Concepts

Two ancillary legal concepts integral to any analysis in this area are (1) to whom the duty of care is owed and (2) the availability of a Business Judgment Rule.

The South Carolina Reporter’s Comments to Section 33-31-830 state “to whom duties are owed by directors is a matter of common law.” The Section does not create a statutory duty to the members of a nonprofit corporation, but it is generally thought that a duty of care does extend to members of a mutual benefit corporation. The duty does not extend to beneficiaries of the

charitable purpose, such as grant donees, or to donors. For the latter reason, State Attorneys General are generally given some right of oversight of the use of funds by public benefit nonprofit corporations.[12] Suits against directors have been brought successfully by Creditors Committees in bankruptcy proceedings of non-profit corporations, including tort claims for “deepening” the insolvency.

In dealing with challenges to actions by the Boards of both for profit and nonprofit corporations, Courts often implement a business judgment rule, which means, generally, that a Court will not review a judgment of a Board of Directors in furtherance of its business unless that Board acts outside of its authority with corrupt motives or in bad faith.[13] Although the Official Comments to Section 33-31-830 state there is no need for the Business Judgment Rule because the standards of Section 33-31-830 replace the Rule, the South Carolina Comments to Section 33-31-830 state that the Business Judgment Rule would be available as a defense in South Carolina even if that Section’s standards are not met.[14]

Indemnity and Insurance

Even if a director of a nonprofit corporation were to be found liable for an act or failure to act, that director may still have an indemnity claim against the nonprofit corporation. Section 33-31-851 of the South Carolina Nonprofit Act provides that the Corporation may indemnify a director acting in good faith and who reasonably believed that the action was in the best interest of the corporation if acting officially and, in other cases, if the conduct is not opposed to the best interests of the corporation. Nonprofit corporations should include in their bylaws an indemnity provision covering directors as an inducement to service by those directors. A director may recover reasonable litigation expenses under Section 33-31-852 of the Act, which provides for a mandatory indemnification of directors if a director is successful on the merits in defending an action against that director personally but the section applies only to reasonable expenses.

It is common practice for both for profit and nonprofit corporations to carry

directors' and officer's liability insurance, "D&O Coverage", which generally protects directors of nonprofit corporations from having to personally fund the expenses of litigation against that director as well as covers, to the insurance limits, any judgment against that director. There are various issues with regard to the types of coverage available and the amounts of coverage which can be obtained. . A nonprofit corporation should offer the most coverage possible to recruit and to protect its directors .Three types of D&O coverage exist. A-Side Coverage extends to claims for direct payments to a director for defense costs and liability damages if the directors do not have a right to be indemnified or if indemnification is useless due to the financial condition of the nonprofit corporation. B-Side Coverage reimburses the nonprofit corporation for indemnity payments to directors and officers. C-Side Coverage extends to the entity itself for its wrongful acts. Subject to costs consideration, A-Side coverage would appear to best serve the directors of nonprofit corporations and, after proper analysis, could include layering primary and excess coverages and reducing policy exclusions.

To maintain coverage, nonprofits must ensure they maintain their 501(c)(3) or other federal tax exemption by adopting conforming policies for conflicts of interest, document retention, whistleblower protection, fundraising, investments, and executive compensation determination. A nonprofit corporation should also adopt a specific review policy for preparation of Form 990, which is the Form nonprofits use to report its financial activities to the Internal Revenue Service, before its filing.

As to Best Practices to be followed by directors of nonprofits corporations, Section 33-31-830(b) recognizes the ability of a director to rely on information, reports, and statements presented by others but requires that the director reasonably believes that such person is reliable and competent in the relevant area. Included would be the ability of a director to rely on outside legal counsel and accountants. In addition, ABA's Guidebook for Directors of Nonprofit Corporations provides good practical suggestions for Best Practices,[15] to include attending regularly scheduled meetings of directors, avoiding multiple executive sessions, adopting a standard form of

meeting agenda, minimizing action by written consent as opposed to by resolution adopted at a regular or special meeting of the board, limiting voting by email, and adopting a regular schedule of information to be provided to directors.

Conclusion

The Comments in the South Carolina Reporter for the Nonprofit Corporation Act in South Carolina state that charitable immunity, including director liability, of nonprofit corporations still exists in South Carolina, but it “takes some looking for.” [16] Indeed, subject to limitations, statutory director protection does exist in the nonprofit corporation world, and the public benefits from such service outweigh the potential individual liability. Liability should only result either from gross negligence - conscious wrongdoing that should have no protection – or breach of a negligence standard subject to a weighing of certain factual matters favorable to a director, such as volunteerism and public benefit. Directors can be covered by insurance, which all nonprofits should provide.

The statutory requirement that a director of a nonprofit corporation should act prudently should be an acceptable requirement to anyone serving, or considering service, as a director of a nonprofit corporation in South Carolina.

1. Zurich Insurance Company website. The reference to liability to grantees and donors appears to be overstated.
2. See Travelers Insurance Company website.
3. South Carolina Nonprofit Corporate Practice Manual, 2nd Edition (2015). Section 4.04, 3.
4. It should be noted that the Model Nonprofit Corporation Act, 3rd Edition, changes the language of Section 830 by deleting the negligence standard in (2) from subparagraph (a) and substituting such a standard in a different subparagraph (b) which limits the standard specifically to the decision making function and the oversight function

of a director.

5. S.C. Code Ann. § 33-31-830(a)(1)-(3).
6. See South Carolina Reporter's Comments to Section 202(b), 3.
7. See *Osborn v University Med. Associates*, 278 F.Supp. 2nd 720 (D.S.C. 2003).
8. 42 U.S.C. §14501 et seq. For a detail analysis of the Federal Volunteer Protection Act, see Section 604 of the South Carolina Nonprofit Corporate Practice Manual, 2nd Edition, Page 99, et seq.
9. 42 U.S.C.
10. 42 U.S.C.
11. See Section 33-31-30, Official Comment, 2.
12. In South Carolina, see Section 33-31-1403 and, generally, Guidebook for Directors of Nonprofit Corporations, 3rd Edition (212) of the American Bar Association, page 11.
13. See *The Dockside Association v. Detyens*, 352 S.E.2d 714 (SC Court of Appeals 1987)
14. The Business Judgment Rule was applied to nonprofits in *Dockside Associates v. Detyens*, 352 S.E.2d 714 (Ct. App. 1987), aff'd, 362 S.E.2d 874 (1987).
15. Guidebook for Directors of Nonprofit Corporation, 3rd Edition.
16. Charity Immunity: Statutory Remnants in South Carolina, 8 S Carolina Lawyer 28, at Page 31 (1996).

Related sectors

Related services

Related sectors

Related services

Related sectors



Financial Institutions

Read more 

Related services



Corporate

Read more 

Share



Key contacts



John H. Warren III

Partner, US

john.warren@wbd-us.com

Read Profile 

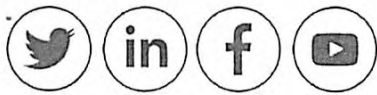
Contact us

Let us know how we can help 

Stay informed

Subscribe to Womble Bond Dickinson news and events 

Get connected



[Sitemap](#)
[Legal Notices](#)
[Privacy Policy](#)
[Accessibility](#)



Due by Friday, November 9th

BALLOT #1 [Majority Vote Needed to Pass (34 of 66)]

The Association shall indemnify the 2017 Board Members (Ben Acord, William Craigo, Denis Esteve, and Brian James), the named Defendants in *Raymond A. Wedlake, individually, and derivatively, on behalf of all Members of the Woodington Homeowners' Association, Inc. (Plaintiff) vs. Benjamin Acord, William Craigo, Denis Esteve, and Brian James in their capacity as the current Board of Directors of Woodington Homeowners' Association, Inc. (Defendants)*, as well as any former Board members, current Board members, or future Board members named as Defendants in any such action, whether criminal, civil, administrative, or otherwise, where their presence in such lawsuit is due to their capacity as members of the Board.

☐ FOR

☐ AGAINST

SIGNATURE OF MEMBER: _____

PRINT NAME OF MEMBER: _____

PROPERTY ADDRESS: _____

DATE: _____

* Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"*

**** THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH****

Due by Friday, November 9th

BALLOT #2 [Majority Vote Needed to Pass (34 of 66)]

Should Ballot 1 pass, the proposed payment plan shall be utilized to pay the current legal bill of \$33,000 (\$500 per lot) associated with the lawsuit (only up to the appeal) in which the 2017 Board Members were named as Defendants. The proposed payment plan is contingent upon no unanticipated expenses to the Association arising during the term of the payment plan. The proposed payment plan is as follows:

- \$500 per lot becomes immediately due and payable, but the following payment plan will be followed, so long as the funds are available:
 - \$6600 to be paid immediately from cash-on-hand.
 - \$50 increase in 2019 dues. Upon collection, \$6600 will be paid.
 - A one-time assessment of \$100 per lot due 5/1/2019. Upon collection, \$6600 will be paid.
 - \$6600 to be paid from cash-on-hand at the end of 2019.
 - \$50 increase in 2020 dues. Upon collection, \$6600 will be paid.
- Upon each payment of \$6600, each Member, currently in compliance with this plan, shall have their obligation to pay satisfied by \$100.
- Failure to pay at any of these times will result in a lien being placed on the individual's property for the full remaining balance.
- The remaining balance shall be collected at closing for any outstanding balances of this payment plan.

☐ FOR

☐ AGAINST

SIGNATURE OF MEMBER: _____

PRINT NAME OF MEMBER: _____

PROPERTY ADDRESS: _____

DATE: _____

** Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"**

**** THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH****

Due by Friday, November 9th

BALLOT #3 – [75% of Members Needed to Pass (50 of 66)]

The following Amendment the By-Laws shall be immediately adopted and incorporated into the current By-Laws:

Any Member of the Association filing a legal action, in any form, whether individually or derivatively, against the Association, its Board of Directors, or any Director(s) individually, without showing the support of at least 15% of the Members of the Association by signed petition or affidavit, shall be liable for the legal costs and fees incurred by the named Board Members, the Board, or the Association, unless the member of the Association bringing such action prevails.

☐ FOR

☐ AGAINST

SIGNATURE OF MEMBER: _____

PRINT NAME OF MEMBER: _____

PROPERTY ADDRESS: _____

DATE: _____

* Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"*

**** THE BOARD'S VOTE OF "FOR" SHALL BE CAST IN THE EVENT THIS BALLOT IS NOT RETURNED BY FRIDAY, NOVEMBER 9TH****

VOTING INFORMATION

- **General Information**
 - Ballots must be returned to the Board by Friday, November 9th.
 - All Ballots must signed by a legal owner of the property. Should you have questions as to who has the authority to sign the Ballot, please contact the Board.
 - Pursuant to Article XVII (3): "Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members"
 - Ballots not returned will be cast as "FOR" votes by the Board.
- **Ballot #1**
 - This Ballot is introduced to determine whether the Members of the Association think former, current, and future Board Members should be indemnified by the Association when the Board Members are named in legal actions.
 - For Vote – You are voting that the Association should indemnify Board Members named in legal actions.
 - Against Vote – You are voting that the Association should not indemnify Board Members named in legal actions.
 - For further information about indemnification as it relates to South Carolina Non-Profits, please see the enclosed article.
- **Ballot #2**
 - This Ballot is introduced as a proposed payment plan for the current legal bill for 2017 Board Members named as Defendants in one of the legal actions described herein. The law firm representing these defendants has agreed to take \$33,000, a reduction of over \$20,000, for the legal services rendered up to the acceptance of the appeal. This means that \$500 is assigned to each lot in the community. The law firm has also agreed to collect this bill in five (5) payments of \$6600. Barring any unforeseen expenses and compliance by Members, the Board believes this can be paid as outlined. If this plan is carried out to fruition, it would only result in an additional \$200 be paid per lot in the next two calendar years. It is important to note, the \$500 becomes immediately due and payable. Owners selling their houses during this time will have the remaining balance collected at closing. This is proper because the legal fees were incurred during your ownership. The payment plan is proposed to ease the burden on the Members.
 - NOTE: This case is still ongoing. There likely will be additional fees accrued for the appeal.
 - For Vote – You are voting that the outlined payment plan is to be followed
 - Against Vote- You are voting against the payment plan proposed.
- **Ballot #3**
 - This Ballot is introduced as a proposed Amendment to the By-Laws. Adoption of this By-Law could prevent the Association from liability for legal costs and fees associated with legal actions where the filing party fails to show adequate support from the community.
 - For Vote – The Amendments is adopted into our By-Laws.
 - Against Vote- The Amendment is not adopted into our By-Laws.

Board Members Present:

- Chris Edwards President
- Chip Koshis, Vice President
- Mike Keels, Secretary
- Denis Esteve, Treasurer
- Jody Craig, Maintenance

Quorum Present: Yes

The meeting was called to order at 6: 38 PM by the President at Five Forks Library – Simpsonville, SC.

- I. Call to Order
- II. Introductory Remarks
- III. Meeting Minutes Read from 8/31
 - A. Motion made to accept minutes (2nd)
 - B. Meeting Minutes Accepted
- IV. Update to Litigation and Complaints
 - A. 4th Complaint filed by Raymond Wedlake
 1. Mr. Wedlake talked about the Department of Consumer Affairs role in taking complaints
 2. Complaints are publicly searchable.
 - B. Statutory limit of \$2500 when seeking legal fees from Plaintiff on appeal phase.
 - C. Legal bill has been lowered to \$33k
 - D. Board presented a payment plan to law firm in order to lessen financial burden on Members of the Association.
 - E. Since 4th complaint, Chris Edwards and Chip Koshis reached out for meeting with Raymond Wedlake and his attorney, Grant Gibson.
 1. Meeting scheduled for 10/4. It was postponed and unable to be rescheduled.
 2. Give Mr. Wedlake and opportunity to speak.

V. Raymond Wedlake

- A. "Proposed ADR by-law."
 - B. "Offer to end current appeal and ADR was ignored."
 - C. Mr. Wedlake was asked if ADR is required by courts in SC for SC Civil cases.
 - 1. Mr. Wedlake stated that it is required in most cases.
 - D. Stated the remaining by-laws issues as they are stated within the court documents.
 - E. Mr. Wedlake stated that the Board has failed to meet with him and his attorney.
 - F. Mr. Wedlake review his latest letter sent to membership.
 - 1. Stated that the court agreed with him on many points of the lawsuits.
 - 2. Mr. Wedlake was asked what points, specifically A-F, that the court sided with him on.
 - 3. A member stated that she was at the court case and the judge stated that the judge said that the HOA is run as democracy, that Mr. Wedlake did not have the support of the neighborhood, and then asked what anyone had done other than hurt his feelings.
 - a) Mr. Wedlake stated he would not answer.
 - b) Mr. Wedlake was then asked to state which point the court sided with him.
 - 4. Mr. Wedlake offered an alternative where only those that wanted to pay the bill should be required to pay the bill.
 - 5. Mr. Wedlake stated that WHOA should not pay this bill.
 - 6. Mr. Wedlake stated that he knows an attorney that will stand up for all those members
 - 7. A Member stated that Mr. Wedlake didn't ask anyone when he sued on behalf of the community.
 - a) Mr. Wedlake stated that nobody was sued.
 - b) Another member stated that they would like to see that Mr. Wedlake has some support.
- (1) Mr. Wedlake, "Why do you think that is required?"

- (2) A member stated that her recollection from the court hearing was that Mr. Wedlake couldn't produce any evidence of support.
- c) Mr. Wedlake stated that his attorney made the decision to file the case this way to protect the Association.
- d) Mr. Wedlake stated that no member of the Association has any legal right to infringe on his US Constitutional rights.
- e) A member stated that a ballot was done around December 2016 and it was stated that Mr. Wedlake has very little support.
 - (1) Mr. Wedlake stated that it was not a ballot of consent, because the Board went door-to-door and forced people to sign.
- f) Mr. Wedlake stated that his efforts to drop the appeal have been ignored by the Board.
 - (1) President stated that the Board does not represent the individuals.
 - (2) Vice President shared an email sent by Mr. Wedlake which states that we should not discuss his legal cases.
 - (3) Secretary stated that last year they had the same issues.
 - (4) President stated that October 4th and October 11th were suggested but Mr. Wedlake and his attorney were unable to meet.
- g) Mr. Wedlake stated that he cannot drop the appeal without approval of Defendant's counsel.
- h) Mr. Wedlake stated that any future legal fees should be on the Board since they refused to meet.
- i) Mr. Wedlake stated that Judge Stillwell denied the motion to dismiss and that his case has merit.
- j) Question about continuous improvement and Mr. Wedlake talked about such improvements in the neighborhood.
- k) Mr. Wedlake stated that the Members will hear much more bologna before the meeting is over.

l) Member stated that Judge Stillwell was doing 15-minute motions and didn't have time to

m) Member asked Mr. Wedlake if this is how he wants to spend the rest of his life and spend his money this way.

(1) Mr. Wedlake stated, Yes, this is the most important thing to do to make sure this Association is run properly.

G. President stated that ADR is required by SC courts and reviewed the ADR amendment that was proposed twice to the Board.

1. Mr. Wedlake stated that his proposal was to negotiate and mediate before hiring attorneys.

2. Mr. Wedlake was asked when he hired his attorney.

a) Mr. Wedlake stated that Mr. Gibson was retained in late-2016.

3. Mr. Wedlake was asked if he had an attorney at mediation.

a) Mr. Wedlake stated that the "dirty lawyer" hired by the Defendants nixed everything.

VI. 2017 Defendants

A. 2017 President, Ben Acord spoke to the mediation and how that mediation took place.

B. Mr. Acord read multiple statement from the Order in rebuttable to statements made by Mr. Wedlake.

1. Question was asked as to how to access these documents on the Greenville County Public Index.

2. A member stated that she would encourage everyone to read the documents.

3. Mr. Wedlake stated that he called the Clerk of Court, that the Order was falsified by the Defendant's attorney, and the software used by the court scans the order for keywords.

4. A member spoke to how the judge reviews orders.

5. Mr. Acord went through issues within the Order and read statements to the Members of the Association concerning issues A-F.

a) Mr. Wedlake stated that the dirty attorney used the system to falsify the Order.

- b) Mr. Wedlake stated that he will file complaints against Defendant's attorney and the judge.

6. Mr. Wedlake stated that the rights of the other members do not trump his rights.

VII. Ballots Reviewed

A. Board felt it was in the best interest of the community to ballot these issues.

B. Ballot 1

1. Indemnification is for the protection of the Association.
2. Indemnification is a "shift of risk."
3. Question about the D&O insurance and indemnification.
4. Question asked about the language of the by-laws and why we even had to vote for indemnification.
 - a) Ballot was cast in order to know where the members stand on indemnification.
 - b) Board will act as the Ballots state.
5. Question asked about whether we must have by-laws.
6. Member stated that there seems to be no recourse against the person suing the Association and Board members.
7. If Ballot 1 doesn't pass, that doesn't mean that the Association still may not be required to indemnify the Defendants.
8. If this passes and people don't pay, then the Board will be forced to put liens on those properties.
9. This is not a "want to" question. The question to the Association is whether "it is proper" to indemnify.

C. Ballot 3

1. Effort to prevent a single member or a small group of members from causing this type of damage to the Association.
2. President stated that he has not received a letter, email, or conversation supporting the actions of Mr. Wedlake.

D. Ballot 2

1. Payment plan laid out to Members.
2. Least financially burdensome way to pay the legal bill.
3. Homes sold during this payment plan will be collected at closing.
4. This payment plan only covers up to the appeal.

5. Member asked Mr. Wedlake if he was going to sue if the Board pays this bill.
 - a) Mr. Wedlake stated that he acts in conjunction with his attorney.
6. Member asked if AMG provided us an attorney.
7. Board resubmitted claim to State Farm.
8. Member asked question about "particularized damage."
9. Member stated that By-Laws don't need to be any more complicated than they already are.
10. Member stated that her understanding as to why Mr. Wedlake was not allowed to fill Board vacancy because, per affidavit, Mr. Wedlake was the reason that the other person resigned.
11. Member wanted to know if the members publically stated that they don't want to be part of Mr. Wedlake's action.
12. Questions about the appeal and actions that could be taken about the appeal.
13. Question asked about the contents of the complaints accepted by the Department of Consumer Affairs.
14. Next meeting 6:30 on December 6th.
15. Member made motion to ballot whether Mr. Wedlake is acting on behalf of the Association (2nd) and that Mr. Wedlake not be allowed to serve on the Board for 5 years (no 2nd).
 - a) Statement made by President that the second motion is likely not legal.
16. Review of ballots.
17. Member stated appreciation for past and present Board.
18. President gave email address for Board.

VIII. Adjournment (Motion to End the Meeting)

Meeting was adjourned at 8:25 PM.

Mike Keels, Secretary

Date

Chris Edwards, President

Date

Woodington Homeowner's Association, Inc.
1754 Woodruff Rd - Number 209
Greenville, SC 29607

ANNUAL MEETING OF THE WOODINGTON HOA

JANUARY 24, 2019 @ 6:30PM

**FIVE FORKS LIBRARY
104 SUNNYDALE DRIVE
SIMPSONVILLE, SC 29681**

*******2019 DUES NOTICE INCLUDED*******

Woodington Homeowner's Association, Inc.
1754 Woodruff Rd - Number 209
Greenville, SC 29607

January 11, 2019

RE: Annual Meeting, Ballot Results, and Updates

Dear Homeowner,

Notice of the Annual Meeting of the Woodington Homeowner's Association was provided by a sign placed at the entrance of our community. It is very important that all members of the community attend this meeting, as there continues to be major issues facing our Association. **If you are unable to attend the meeting, you will find enclosed a Proxy that will allow you to appoint someone to cast your vote in your absence.**

On December 6th, there was a Special Meeting of the Woodington HOA. The purpose of that meeting was to provide the results of the three ballots that were presented to the community and to update the community on issues currently facing the Association. Below you will find a list of those results along with new issues.

- Ballot #1 (Indemnification): This ballot passed with 53 For votes and 12 Against.
- Ballot #2 (Payment Plan): This ballot passed with 56 For votes and 9 Against votes.
 - The first payment of \$6600.00 has been made.
- Ballot #3 (By-law Amendment) : This ballot passed with 62 For votes and 3 Against votes.
- Litigation :
 - In a recent email, Raymond Wedlake presented the 2018 Board with a draft complaint for a third legal action. The current Board made every effort to avoid this litigation, but we were recently notified that the complaint would be filed. Mr. Wedlake made several requests for information. The Board sought guidance from an attorney due to the fact that some of these requests could violate Attorney/Client privilege or compromise the confidentiality of the members as it relates to voting. The Board proceeded based on the legal advice we received. This will be discussed further at the Annual Meeting.
 - Both lawsuits against former Board members are still active and moving forward.
- Department of Consumer Affairs Complaint: Mr. Wedlake filed a fifth complaint with the Department of Consumer Affairs. That complaint was read at the December 6th meeting.

Woodington Homeowner's Association, Inc.
1754 Woodruff Rd - Number 209
Greenville, SC 29607

- **Annual Meeting:**
 - The annual meeting will take place on January 24th.
 - At this time, only Raymond Wedlake has expressed his intention to run for a position on the Board. The current Board members are undecided as to whether they will seek re-election. If you wish to be added to the ballot, please let the Board know of your intention to seek a position on the Board. Nominations will be taken from the floor.
- **Ballot:** There is a ballot included within. The South Carolina Non-Profit Act requires that a Non-Profit Corporation have a minimum of three (3) Directors. With a sixty-six (66) unit HOA, the Board feels that a three-person Board would suffice and could potentially help avoid issues our Association has faced in the past. Further reasoning behind this will be discussed at the Annual Meeting. Please note all ballots are **Due February 22nd**.
- **Dues:** Your 2019 dues notice is included. **Please note that dues must be paid by March 1st to avoid the late penalty.**

Sincerely,

Chris W. Edwards, President

Mike Keels, Secretary

Woodington Homeowner's Association, Inc.
woodinghoa@gmail.com

Enclosures

Board Members Present:

- Chris Edwards President
- Chip Koshis, Vice President
- Mike Keels, Secretary
- Denis Esteve, Treasurer
- Jody Craigo, Maintenance

Quorum Present: Yes

The meeting was called to order at 6: 38 PM by the President at Five Forks Library – Simpsonville, SC.

Call to Order

- 2018 Annual Meeting Minutes were read.
 - Chris Edwards read the 2018 Annual Meeting Minutes.
 - Motion to approve was seconded and approved unanimously.
- Financial Update and 2019 Budget
 - Denis Esteve presented the final 2018 budget and proposed 2019 budget.
 - Motion to approve both budget was seconded and approved. One vote against.
- Board Nominees
 - Raymond Wedlake presented his platform as a candidate for the board.
 - No other candidates at this time. 2018 Board members are undecided as to whether they will seek re-election.
 - Questions regarding Board positions and what happens if we don't have enough volunteers.
- Update on events since December Special Meeting
 - Legal Action against 2016 Board Members is ongoing. State Farm is handling their defense under D&O insurance. Communication about case goes directly through those named Defendants.
 - Legal Action against 2017 is ongoing and currently in Court of Appeals. 2018 Board engaged in numerous negotiation sessions with Raymond Wedlake's attorney, without Raymond Wedlake present. The 2018 Board was unrepresented during these discussions.
 - Information regarding the negotiations was shared and relevant Sections of the Non-Profit Act and Woodington By-Laws were read.
 - The 2018 Board has been unable to reach an agreement with Raymond Wedlake.

- Legal Action against 2018 Board has yet to be filed, but the Board was informed by Raymond Wedlake that the action will be filed. The Board was presented with multiple drafts. Final draft presented to the Board requested six pieces of information. The Board sought advice from attorneys regarding the items requested.
 - Board provided letters from State Farm related to denial of claim
 - Board provided the legal bills with the "Notes" section redacted.
 - Board provided an email where a member agreed to be on the Architectural Committee.
 - Board provided vote count from 2018 annual meeting when Directors were elected.
 - Board had no documents related to Form 990.
 - Board provide a list of the 65 members who voted for the three (3) recent ballots. As advised by multiple attorneys, the Board did not provide a list of those who returned ballots as it would disclose how some members voted.
 - Raymond Wedlake stated this left him with no other option but to file this legal action.
 - Chris Edwards read an email where the Board presented Mr. Wedlake with two options to have the votes counted.
 - First, engage a CPA to count the votes; or
 - Second, Chris Edwards would meet with Raymond Wedlake's attorney privately to count the vote.
 - Mr. Wedlake acknowledged receiving that email.
- Discussion as to the confidentiality of voting and the disclosure of those votes.
- Chris Edwards addressed the recent letter Raymond Wedlake sent to the community.
 - Details and examples were provided from email correspondence as to why resolution with Raymond Wedlake has been difficult.
 - Raymond Wedlake objected to this information being shared.
- Review of Recent Ballot
 - South Carolina Non-Profit Act only requires three (3) directors.
 - Board feels that three is sufficient to manage the Association. Other changes to the By-laws are to keep it consistent, more practical, and to hopefully limit problems caused by lack of volunteers.
- Election of 2019 Board of Directors

Woodington Homeowners Association, Inc.
Annual Meeting

Meeting Minutes
January 24, 2019

- Nominations from the floor for Chris Edwards, Denis Esteve, Jody Craigo, Scott Bashor, Edward Decker and Chip Koshis.
- Candidates for the Board are Raymond Wedlake, Chris Edwards, Denis Esteve, Jody Craigo, Scott Bashor, Edward Decker and Chip Koshis.
- Vote Count:
 - Chris Edwards – 35 votes
 - Denis Esteve – 34 votes
 - Jody Craigo – 32 votes
 - Scott Bashor – 29 votes
 - Chip Koshis – 25 votes
 - Edward Decker – 21 votes
 - Raymond Wedlake – 2 votes
- Elected to the 2019 Board are Chris Edwards, Denis Esteve, Jody Craigo, Chip Koshis, and Scott Bashor.
- Motion and second to approve vote received and approved unanimously.

Meeting Adjourned.

Date

Date

Woodington Homeowners Association, Inc.

703 Creekview Drive, Greenville, SC 29607

Ballot of February 2001 - Election of Board Nominees / "By-Laws" Amendments

Ballot - Refold and Return

Circle YES or NO for Items 1 and 2 to record your vote

Nominated to serve on the Board of Directors are:

Mark Davis Mike Haglund Phil Simmons Anne Weaver-James Ray Wedlake

Item 1 - Shall nominees above be elected to the Board of Directors ? ☒ YES ☐ NO

The Board will vote YES for all ballots not returned by Friday, March 2, 2001.

Proposed amendments to the "By-Laws" are:

ARTICLE XVII. AMENDMENTS AND VOTING

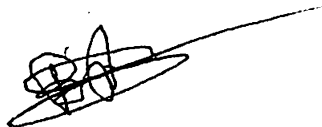
Section 1. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of 75% of Members of the Association, either in person or by proxy. Additionally, these By-Laws may be amended per the result of vote by ballot; see Section 3.

Section 3. Any and all issues may be resolved per the simple majority result of vote by ballot by all Association Members. The Board Secretary shall deliver a ballot to every Member, with a specified return date determined by the Board. The return date shall be no earlier than twelve days from date of delivery. The voting period shall include at least two Saturdays, and two Sundays, where end of the voting period shall be neither Saturday nor Sunday. Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members.

Item 2 - Shall "By-Laws" be amended as above? ☒ YES ☐ NO

The Board will vote YES for all ballots not returned by Friday, March 2, 2001.

Signature:



Date:

02-17-01

**Return by Friday, March 2, 2001 to "Woodington" box.
Or, refold and return by normal mail.**

Woodington Homeowners Association, Inc.

703 Creekview Drive, Greenville, SC 29607

23 April 2001

**Proxy - Special Neighborhood
Meeting- 14 May 2001**

Circle YES or NO for all Items numbered 1 - 9

The Board will vote YES for all proxies not returned at, or before, the Special Meeting.

Item

1. Do you ratify the "ballot vote" process as a legal means to amend "By-Laws"? ☒ YES ☐ NO

2. Do you ratify the previous ballot vote (as below) amending the "By-Laws"? ☒ YES ☐ NO

ARTICLE XVII. AMENDMENTS AND VOTING

Section 1. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of 75% of Members of the Association, either in person or by proxy. Additionally, these By-Laws may be amended per the result of vote by ballot; see Section 3.

Section 3. Any and all issues may be resolved per the simple majority result of vote by ballot by all Association Members. The Board Secretary shall deliver a ballot to every Member, with a specified return date determined by the Board. The return date shall be no earlier than twelve days from date of delivery. The voting period shall include at least two Saturdays, and two Sundays, where end of the voting period shall be neither Saturday nor Sunday. Ballots of Members not returned by the specified return date shall be voted by the Board. The Board's vote for non-returned ballots shall be clearly specified on ballots at the time they are delivered to Members.

3. Annual Meeting details set by Board? ☒ YES ☐ NO

ARTICLE IV. MEETINGS OF MEMBERS

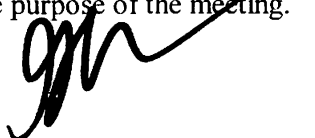
Section 1. ANNUAL MEETINGS. . . . and each subsequent regular Annual Meeting of the Members shall be at a time, date, and place as designated in advance by the Board.

4. Notice of Meetings - mail required only to out of neighborhood Members? ☒ YES ☐ NO

ARTICLE IV. MEETINGS OF MEMBERS

Section 3. NOTICE OF MEETINGS. A sign posted at neighborhood entrance shall be sufficient notice for each meeting of Association Members, to those who normally reside in the neighborhood. Meeting notice shall be given by, or at the direction of the Secretary, or person authorized to call the meeting, at least fifteen (15) days before such meeting to each Member entitled to vote thereat. For any Member who does not normally reside in the neighborhood, or for any Member who may so petition the Secretary, written notice shall be delivered by US Mail, postage prepaid, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Meeting notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Initials:



Woodington Homeowners Association, Inc.

703 Creekview Drive, Greenville, SC 29607

23 April 2001

5. Board term of office, two consecutive term limit waived?

☒ YES ☐ NO

ARTICLE V. BOARD OF DIRECTORS, SELECTION, AND TERM OF OFFICE

Section 2. SELECTION AND TERM OF OFFICE: When a Board Member has served for two consecutive terms; that person will not be permitted to seek a third consecutive term, unless the Nominating Committee has been unable to find another eligible Association Member who is willing to serve on the Board. Only when this is true, may the current Board by simple majority vote waive the two consecutive term limit. Any waiver is valid for only one year.

6. Date when dues must be paid set by Board?

☒ YES ☐ NO

ARTICLE XII. DUES AND ASSESSMENTS

Section 1. Dues must be paid in full each year before a date which the Board shall specify.

7. Meeting quorum to be one-quarter of voting Members?

☒ YES ☐ NO

ARTICLE IV. MEETINGS OF MEMBERS

Section 4. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one quarter (1/4) of the votes of membership shall constitute a quorum

8. Recognize five officers on the Board of Directors?

☒ YES ☐ NO

ARTICLE IX. OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES: The officers of the Association shall be a President, Vice President, Secretary, Treasurer, and Maintenance Director, all of whom shall at all times be members of the Board of Directors.

9. Recognize the Board as an ex officio "Architectural Review Committee" ?

☒ YES ☐ NO

ARTICLE XIV. COMMITTEES

The Board of Directors shall appoint those committees as deemed appropriate in carrying out its purpose. Each year, committees shall be appointed for one year. In a year where the Board does not appoint an "Architectural Review Committee", or does not appoint other committees whose services may be required, all Directors of the Board shall be recognized as serving on these committees.

(Reference to an "Architectural Review Committee" may be noted as coming from:

State of South Carolina, County of Greenville, "Declaration of Covenants,
Conditions and Restrictions For Woodington Subdivision", April 4, 1989.)

Initials:

Signature:

Date:

**Return to "Special Meeting" Monday, May 14, 2001.
Or, return to "Woodington" box, or by normal mail.**

Woodington Homeowners Association, Inc.

703 Creekview Drive, Greenville, SC 29607

05 July 2001

Dear Association Members:

Please be advised the empty lot at the northeast end of Southfield Drive is privately owned, and is not to be used as a dumping ground for yard debris nor trash. Kindly treat this lot as private property, and refrain from venturing onto it. Your Board is asking this lot's owner to more properly maintain the lot, which cannot be done when trash and debris is present. Please see the complete text of a letter from the owner in Appendix 1.

Thanks again to those who attended the Special Neighborhood Meeting. Results from the meeting were very positive, as all proposed "By-Laws" amendments were accepted! Results of voting are below. Note a maximum of five "No" votes only for Item 7.

Item #	Yes	Board Y	No	Comment
1	37	26	2	Ballot vote legal process
2	36	26	3	Ratify previous ballot vote
3	38	26	1	Board sets Annual Meeting details
4	37	26	2	Meeting notice mailed to outsiders only
5	37	27	1	Waive two consecutive term limit
6	37	26	2	Board sets date for dues payment
7	34	26	5	Meeting quorum 1/4 of members
8	38	26	1	Five officers on Board
9	38	26	1	Board is ex officio Arch. Review Com'te

The "Yes" column includes votes from those who attended the meeting, either in person or by proxy, where the "Board Y" column are yes votes entered by the Board. Note for all items a simple majority yes vote was achieved without counting yes votes entered by the Board. A nearly unanimous yes count results when counting yes votes entered by the Board.

In Appendix 2, please see excerpts from minutes sent via e-mail to all Members who have supplied an e-mail address to the Board. Since the meeting, however, the Board has decided to discontinue efforts to seek legal comment on the amended "By-Laws". This was due to:

- attorneys who were contacted were unwilling to take on the job for about \$200
- very low "No" vote counts indicate no significant minority opinion to have to contend with

The Board will commit resources, if necessary, to defend the "By-Laws" if a legal challenge is brought forth. In this occurs, WHA insurance can be applied to defense expenses. With this approach, the Board avoids what was looking to be on the order of \$500 - \$1000 in legal fees, which the Board deemed as unwarranted at this time.

Anyone with additions, corrections, or modifications, please provide feedback. Please recall all Members are requested to supply an e-mail address to the Board Secretary.

Sincerely,



Raymond A. Wedlake, Secretary
254-9262 wedlakera@juno.com

RECEIVED

Oct 20 2021

SC Court of Appeals

Certificate of Appellant

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

October 18, 2021



Raymond A. Wedlake
703 Creekview Drive
Greenville, SC 29607
Tel: (864) 254-9262
wedlakera@mail.com

Appellant (Pro Se)