

STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Carmen Tevis Mullen, Circuit Court Judge

Case No. 04-CP-07-633

Robert L. Cullen, Andrew A. Corriveau,
John Caldwell, Andrea Hucks, Jamie Bellamy,
Michael Pearson, and David Mandell, ...Plaintiffs,

v.

J. Bennet McNeal, B. McNeal Partnership, L.P.,
Anthony R. Porter, and Wright's Point Home
Owners Association, Inc.....Respondents/Appellants,

Of whom Robert L. Cullen, Andrew A. Corriveau
and Andrea Hucks are Appellants/Respondents.

RECORD ON APPEAL
VOLUME II

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CERTIFICATE OF COUNSEL

1 Q. Can you take a look at paragraph 3 of that
2 exhibit?

3 A. My Exhibit 15 doesn't have any paragraphs on
4 it, unless these notes on the survey plat are paragraphs.
5 We must be talking about something else.

6 Q. We are. My mistake. We renumbered some
7 exhibits, which has made it a little bit confusing.

8 THE COURT: It this what you're looking for?

9 MR. NORTH: No.

10 THE COURT: No?

11 MR. NORTH: No. I found it.

12 THE COURT: Because I've got a Plaintiff's 15.
13 What is it entitled, Mr. North?

14 MR. NORTH: I found it. I'm sorry, Your
15 Honor. It's Exhibit 8.

16 THE COURT: 8?

17 MR. NORTH: It's been renumbered 8.

18 Q. [Mr. North] I'm handing you what has been
19 marked as Exhibit 8. Directing your attention to
20 paragraph 3 on the second page. Let me establish, first
21 of all, that is a true and correct copy of a memo that you
22 sent to the various homeowners in phase one, is it not?

23 A. Yes.

24 Q. And in paragraph 3 of that memo that you sent
25 to all of the neighbors, does it advise that shortly Mr.

1 McNeal would be holding an informational meeting to advise
2 them as to what his plans were for the land that he owns
3 outside of the gates?

4 A. I take issue with that, gates. Originally it
5 was a term used by -- in the landscape architecture. And
6 they were always architectural elements. They were never
7 meant to function as gates. It was more of a definition
8 of the single-family area beginning from the mixed-use
9 area. So I take issue with the gates. But it was the
10 area that was not divided into lots at that point in time.

11 Q. Does that memo advise the various homeowners
12 that Mr. McNeal will be shortly having an informational
13 meeting to advise them as to his development?

14 A. What he intended to move forward with and
15 develop on my behalf -- I'm the developer of record;
16 Bennet has been doing all the work here for a long time.

17 Q. The words "on my behalf" are inserted by you,
18 I assume? It's not part of the memo?

19 A. I really haven't even read this. If you want
20 me to read this specifically word by word, I will. I'm
21 just trying to tell you that where you're going has no
22 relevance. But I'll be glad to read this word by word,
23 and clarify it, if you want me to.

24 Q. I want you to clarify that that memo telling
25 all the homeowners -- told all the homeowners that Mr.

1 McNeal had done very many nice developments, and he would
2 be having an informational meeting shortly to tell them
3 what he intends to do on the land that he owns. Is that
4 true?

5 A. [Reading] I have asked Bennet to have an
6 information meeting with all of you, and with me, to
7 explain what his plans are for this area.

8 That's exactly what it says, without
9 paraphrasing it.

10 Q. And he's going to explain to you and to the
11 homeowners what his plans are for that area; is that
12 correct?

13 A. That's what we're asking Bennett to do. But
14 "his plans" are actually words that mean the collective
15 development team that Bennett has been managing; not his
16 plans. I mean, Bennett doesn't draw plans.

17 Q. Do you agree that you testified in your
18 deposition that you're not responsible for any of the
19 expenses of phase two of the development of Wright's
20 Point?

21 A. No. But I -- that's accurate.

22 Q. Okay.

23 A. Unless Bennett needs a little help, in which
24 case I'm here and I'll write a check today if I've got the
25 money.

1 Q. Do you also recall testifying in your
2 deposition that you have no arrangement with Mr. McNeal
3 whereby you are an equity participant in phase two of the
4 development?

5 A. I'm not an equity participant. I'm a profit-
6 sharing participant. Bennett holds title.

7 Q. Do you remember testifying that you had no
8 legal right to any of the income or profits from phase
9 two?

10 A. Legal right of record. And if Bennet tells me
11 today that I have no legal right, I completely would
12 relinquish that. But I don't think there would be any
13 chance of that happening.

14 Q. Are you aware of any document that designates
15 any person as developer of any part of the Wright's Point
16 plantation, including parcels B and D?

17 A. Could you say that again, please.

18 Q. Yes. Are you aware of any document that
19 designates any person as a developer, other than yourself,
20 of any part of Wright's Point?

21 A. Yeah.

22 Q. You are?

23 A. Yes.

24 Q. Who?

25 A. Myself and my father --

1 Q. With the --

2 A. -- and our assigns, if we choose to assign it,
3 and our heirs. So it goes beyond just me.

4 Q. Okay. And when I say are you aware of any
5 document: are you aware of any document, other than your
6 contentions pursuant to the written covenant, that
7 designate a person as a successor developer?

8 A. I would have to go through the 6,000 pages
9 here to answer that, actually.

10 Q. Have you ever agreed to designate some other
11 person as a developer of Wright's Point?

12 A. I am going to designate Bennett developer,
13 officially, at some time in the future.

14 Q. Sometime after this case is over?

15 A. Anytime I choose.

16 Q. You said this morning that you were about to
17 file bankruptcy. When are you planning on filing
18 bankruptcy?

19 A. I didn't say that.

20 Q. I thought you did.

21 THE COURT: No, sir. I didn't hear him
22 testify to that at all.

23 A. That's twice you've done that, now. You did
24 it to me four years ago --

25 THE COURT: Okay. Mr. Porter --

1 THE WITNESS: I'm sorry.

2 THE COURT: -- stop. He's asking the
3 questions, you are answering them.

4 Mr. North, I never heard him testify to that.
5 Go ahead and ask him whatever question you're going
6 to ask him.

7 Q. [Mr. North] Did you mention something about
8 bankruptcy this morning?

9 A. I could have. I'm definitely out of money.

10 Q. Have you talked to any lawyer about the
11 possibility of filing bankruptcy?

12 A. I keep up with the bankruptcy laws. Yes, I
13 have. I'm very close to being completely out of money.
14 I'm behind on my bills today. I hope I can get it turned
15 around.

16 Q. Is it fair to say that there are multiple
17 foreclosure actions in South Carolina against various real
18 estate interests that you hold?

19 A. Yeah.

20 Q. In Colleton County, in Jasper County, in
21 Beaufort County?

22 A. Yes. I'm not sure if I hold property in
23 Jasper County right now. I've got over 2,000 pieces of
24 property. Difficult.

25 Q. How many different companies or LLCs do you

1 have involvement with, from an ownership standpoint,
2 either wholly or partially?

3 A. Quite a few. Somewhere between fifty and a
4 hundred.

5 Q. Is it your contention that the failure of all
6 those businesses and all those real estate holdings were
7 caused by the plaintiffs in this case?

8 A. No. And they haven't failed. I didn't say
9 they had failed. Sometimes you get behind on your bills,
10 but that doesn't constitute failure.

11 Q. Are you aware of an agreement between Mr.
12 McNeal and Mr. Ratcliff or their companies in connection
13 with the development of any of the phase two lands?

14 A. I know they have agreement or agreements. I
15 don't know the specificity of them, other than Bennett has
16 been selling property to Richard for a mutually acceptable
17 price.

18 Q. Is it fair to say you're not familiar with the
19 terms of those transactions?

20 A. Not other than Richard took down twenty lots.

21 Q. Is that the extent of your knowledge of any
22 terms of any arrangement between them?

23 A. No. I got a 10,000-dollar consultant fee.

24 Q. What did you consult about?

25 A. Constantly consult about this development

1 anytime I hear about it or talk about it with either of
2 these fellow I'm interactive with.

3 Q. Was that a payment that you got in the last
4 thirty days before this trial?

5 A. Yes.

6 Q. And in the various years prior to the thirty
7 days before trial, have you ever gotten a payment of any
8 sort in connection with phase two?

9 A. No. We've never had a sale, thanks to this
10 lawsuit.

11 Q. What persons have purchased lots in phase one
12 that you contend constitutes a builder as defined in the
13 covenants?

14 A. Richard Ratclif, Roy Denny, and McRay and
15 Stultz were the three original builders that I sold lots
16 to.

17 Q. Would you agree that all of the lots that were
18 purchased by McRay and Stultz have now been sold to other
19 persons and are no longer held by persons who could be
20 defined as a builder under the covenant?

21 A. No. I think they -- they sold them to
22 Richard, I believe.

23 Q. To Richard Ratclif?

24 A. Yeah.

25 Q. But doesn't the definition of builder, under

1 the covenants, limit the definition to lots that were
2 acquired directly from you?

3 A. I believe it does. But I also think your
4 question said was it sold to someone other than a builder,
5 and you didn't narrowly limit builder to a definition
6 here. Richard is absolutely a builder. And he owns more
7 lots right now, and we're real thankful he does, because
8 he's a real good builder.

9 Q. Well, my point is, is it fair to say that
10 we're really only talking about two persons and two lots
11 in terms of the definition of builder in this case that is
12 in controversy?

13 A. I think your point is is who is an existing
14 lot owner of record within phase one today who is a
15 builder. And there would be two. One would be Richard
16 Ratclif, and the other would be Lloyd Denny. And that's
17 narrowly defined to builders that I sold lots directly to.

18 Q. Right. And when you say Richard Ratclif
19 purchased a lot from McRay and Stultz, wouldn't it be more
20 precise to say that a corporation that he owns, Structural
21 Images, Inc., purchased those lots from McRay and Stultz?

22 A. I didn't know how he took title to it. You
23 just told me.

24 Q. Would you agree, then, that in order to be a
25 builder as defined in the covenants, you need to have some

1 financial connection to that person?

2 A. No.

3 Q. Well, then, is it fair to say you contend that
4 a person could be a builder as defined in the covenants
5 even though you, as the developer, have no financial
6 connection to them?

7 A. Yes. Other than the fact that I received
8 proceeds from the lot purchase, which gave us a financial
9 connection. Although the reason you sell lots to builders
10 -- and the whole purpose for that within this -- is so
11 that you can keep your development and going vertical.
12 And that's why -- and builders don't buy lots from
13 developers unless they know the developer is going to keep
14 control of it while they -- nobody will buy -- nobody will
15 buy property in a neighborhood that's taken over by
16 amateurs, even amateurs with good intent.

17 Q. Take a look if you would at Plaintiff's
18 Exhibit 37. Is that a true and correct copy -- it's the
19 agreement -- agreement or a contract between yourself and
20 Mr. Castillo that we looked at this morning?

21 A. Yes. This is an agreement that we were
22 working from.

23 Q. Okay. And is Exhibit 38 a true and correct
24 copy of the amended complaint filed in Beaufort County by
25 Chase Manhattan Bank, against yourself and a qualified

1 personal trust, in connection with the foreclosure of your
2 house in Wright's Point?

3 A. Yes.

4 Q. And is Exhibit 39 a true and correct copy of
5 the complaint filed by Coastal Bank against yourself
6 personally in connection with land that you have at
7 Polowana?

8 A. I think if I could I would like to clarify
9 this Exhibit 38, which is Chase Manhattan. I've got a
10 house that's worth three million dollars, or two and a
11 half million dollars. You can choose whatever value you
12 want. This is a 220,000-dollar second that I'm \$12,000
13 behind on today. So it's -- it needs to be relevant.
14 I'll pay -- if they foreclose on a two and a half million
15 dollar house --

16 Q. Are you in default of the BB&T first mortgage
17 on that property?

18 A. I don't think so.

19 Q. Is Exhibit 39 a true and correct copy of the
20 foreclosure filed at Coastal Bank in connection with the
21 Polowana property?

22 A. I don't know if this is actually formally a
23 foreclosure, but Coastal is wanting me to pay them. And
24 I'm going to sell this as soon as my tax record is cleared
25 up prior to it being foreclosed on. I've never had a

1 foreclosure perfected on me. I've never had any
2 foreclosure actions, until the last few months, in my
3 life.

4 Q. Take a look if you would at Plaintiff's
5 Exhibit 21. Is that a true and correct copy of the deed
6 executed by you conveying to the homeowners association
7 all of the common areas within phase one?

8 A. As of this date, those were the conveyance of
9 common areas, yes.

10 Q. Okay. Do you recall talking to Mr. McNeal and
11 agreeing in April or May of 2005 that it was time to begin
12 the process of having the homeowners manage their own
13 area?

14 A. It was time to begin forming advisory
15 committees so that they could, over the next few years,
16 learn how to govern themselves. And somehow or another,
17 Mr. Cullen -- I have no idea how he wound up where he
18 wound up.

19 Q. Did you agree, at that point in time, with Mr.
20 McNeal that the homeowners should be -- begin being
21 involved to some degree or another in the decision-making
22 process for the neighborhood?

23 A. We agreed to begin the formulation of advisory
24 committees during that period. Advisory only. No
25 decisions could be made by them.

1 Q. Were you aware that bylaws were given to Mr.
2 Cullen as a sample to use in creating bylaws for the
3 association?

4 A. I don't know if that's a fact or not.

5 Q. Is it true to say that during that entire
6 period of time, that Mr. McNeal had been designated by you
7 as the developer to run the association?

8 A. No.

9 Q. Who was?

10 A. I was the developer. Mr. McNeal was my agent,
11 and --

12 Q. Did you --

13 A. -- as was Mr. Webb.

14 Q. Did you not designate Mr. McNeal as the
15 president of the homeowners association?

16 A. Yes.

17 Q. Did you not put him in charge of running its
18 affairs?

19 A. Yes.

20 Q. Okay.

21 A. That's accurate. But Mr. McNeal had no right
22 to ever relinquish any of my rights as developers -- as
23 developer. And he didn't. That was absolutely incorrect,
24 inaccurate testimony that occurred previously in this
25 trial. Didn't happen.

1 Q. At the point in time that that happened, you
2 had already moved to North Carolina, hadn't you?

3 A. What is that happened?

4 Q. The discussion with the homeowners about
5 whether it's to form an advisory committee, or whatever it
6 was. You had already moved to North Carolina at that
7 point, hadn't you?

8 A. I don't know. I don't know when -- when,
9 exactly, began discussions on advisory committee. I hope
10 we've learned something through this process, that
11 amateurs cannot take over a development early.

12 Q. Would you agree that as of today there are no
13 formal bylaws adopted for the association?

14 A. I don't know that. I believe that here
15 recently we've had an attorney working on some bylaws.
16 You'll have to ask Bennett and Wayne about that. They've
17 been working with that.

18 Q. Okay. And when you say recently, you're
19 talking about the last month or so?

20 A. The last several months, we've been working
21 towards replacing the bylaws that -- whatever stage they
22 were at when Sherwood had his catastrophe. Sherwood
23 Fender was our original attorney, and we don't know where
24 the -- what happened to half of his records.

25 Q. Are you saying that at some point in time

1 bylaws were actually adopted?

2 A. No. I'm saying that Sherwood Fender was
3 working on that a long time before Forest. And then
4 Sherwood retired, and in the midst of him retiring, our
5 records within his office were lost or stolen or
6 something. We never did really understand what happened
7 there. I don't know at what point he was at during the --
8 in the bylaw creation.

9 Q. Do you remember ever approving bylaws for the
10 association?

11 A. No.

12 Q. Do you remember testifying in your deposition
13 that there were no approved bylaws yet for the
14 Association?

15 A. Yes.

16 Q. When you filed a parent claim in this case,
17 what was your factual basis for alleging that Dr. Hucks
18 had slandered you?

19 A. Within forty-eight hours of Dr. Hucks and Bob
20 Cullen opening a bank account at MCAS Federal Credit
21 Union, my phone was ringing off the hook by every bank in
22 this territory, wondering if I was going to file
23 bankruptcy. And I don't understand the definition of
24 slander, and I can't prove what transpired between
25 bankers, if they went through their bankers' grapevine,

1 but I will tell you that immediately thereafter I went
2 from millions of dollars worth of available credit in
3 Beaufort County to zero, immediately.

4 Q. And you attribute that to the deposit of \$7500
5 of funds owned by the Association into an account in the
6 name of the Association?

7 A. No, sir. I attribute that to the perception
8 of the banking community that I was insolvent and no
9 longer able to manage my own affairs, which they had the
10 perception of as a direct result of homeowners coming in
11 and opening an account for a company that I was supposed
12 to be responsible for.

13 Q. And when these people called you, did they ask
14 you about this account and the deposit of these funds?

15 A. No.

16 Q. Pardon?

17 A. No.

18 Q. What did they say?

19 A. Are you going to file bankruptcy; Tony, we've
20 been together a long time; now, you can go ahead and tell
21 me now; you don't have to hide it.

22 Q. Well, if he didn't mention this account at the
23 credit union, how is it that you attribute these phone
24 calls to that account?

25 A. Within forty-eight hours, my phone rang off

1 the hook from every bank in the territory.

2 Q. And is it simply your assumption that because
3 it was within forty-eight hours, that it had something to
4 do with the deposit of funds into the credit union?

5 A. Mr. North, I can't prove it, but it's
6 absolutely my devout conviction that it was the result of
7 that.

8 Q. Well, if we can't prove it, can we at least
9 agree it should be dismissed?

10 A. No. Absolutely not. Dismiss when someone
11 comes and takes my federal tax ID number, and represents
12 themselves as an officer for one of my corporations, and you
13 want me to agree it's going to be dismissed? Not in this
14 lifetime. The Court may dismiss it, but you won't get me
15 to dismiss it.

16 Q. Did you have any other factual basis for any
17 of the other allegations of slander or defamation that
18 were filed against any of the other plaintiffs?

19 A. If -- I actually was reminded of one today in
20 minutes of a purported association meeting that they had
21 where Mr. Cullen made a claim that -- something I had --
22 oh, I know what it was. It was the letter that Tom Mikell
23 had drafted for me, as homeowners association counsel,
24 where Tom and I went to Mr. Cullen's house before this
25 meeting began and tried to tell all these people to call

1 printout from the secretary of state, that the correct
2 name of the homeowners association is Wright's Point
3 Homeowners Association and that there's no Inc on the end
4 of the name?

5 A. No. I disagree that -- that's what they typed
6 in on this thing right there. You asked me what the name
7 of my corporation was, and it's Wright's Point Homeowners
8 Association, Inc. I don't think I'm incorrect on that.

9 THE COURT: Would you pass that -- pass up the
10 document to me, Mr. Porter.

11 [Whereupon, Mr. Porter proffers documents to
12 the Court]

13 [Whereupon, the Court reviews documents]

14 THE COURT: Keep going, Mr. North.

15 MR. NORTH: Okay.

16 Q. [Mr. North] Mr. Porter, is there anything in
17 the covenant that you're aware of that takes away from a
18 member of the association the right to vote if their dues
19 are delinquent?

20 A. Yes. When the vote of each lot owner is
21 established by me relinquishing my control in writing and
22 formally, at that point a lot owner is only allowed to
23 vote if they're in current standing with their association
24 dues.

25 Q. Can you point to me in --

1 A. And that hasn't occurred.

2 Q. Can you point out in the covenants where the
3 language is that provided that?

4 A. No. I could if I studied it. Do you want me
5 to study it?

6 Q. I want -- no. Let me simply establish: is
7 there any place other than the covenants that such a
8 prohibition could occur since there are no bylaws?

9 A. Okay. Now, I'm not saying there are no
10 bylaws. I'm saying that we've been working on bylaws, and
11 they're not formally adopted as of this date.

12 Q. Have you contended in this case that if a
13 member is delinquent in the payment of their dues that
14 somehow they've forfeited or lost their right to vote?
15 Any member?

16 A. Mr. North, they never had the right to vote on
17 anything until after I relinquished control of the
18 development, formally and in writing, which I have not yet
19 done.

20 Q. Take a look if you would at Plaintiff's
21 Exhibit Number 40. Do you recognize that as a copy of the
22 supplemental declarations of the covenant executed by you
23 on February 28th, 2007?

24 A. Yes.

25 Q. Describe for me the circumstances surrounding

1 the preparation and execution of that document.

2 A. You would have to ask Bennett and Richard
3 about this. They -- I wasn't involved in the physical
4 preparation. They told me they were sending the document
5 that was bringing in twenty more lots, and I signed it and
6 got it notarized and witnessed. And I actually didn't
7 even do anything other than scan it, because I totally
8 vest faith in these fellows to be doing a good job. I
9 haven't read it, every word of it, today. But I do know
10 that the twenty lots are now of record, and we're up to
11 sixty-four lots. I also know that Richard Ratcliff is
12 severely at risk today, until this is settled.

13 MR. NORTH: I have no further questions, Your
14 Honor.

15 THE COURT: Anything from you, Mr. Bailey?

16 MR. BAILEY: Your Honor, if I could, I would
17 ask the Court to take about a five minute break --

18 THE COURT: Sure.

19 MR. BAILEY: -- for this reason. We are going
20 to call Ms. Cathy Bundy. She has notified us at
21 lunch today that she has plans to leave town today,
22 if we can get her in and out. Mr. North has agreed
23 to let us put her up out of turn.

24 THE COURT: That's fine.

25 MR. BAILEY: Due to the length of the direct

1 MR. BAILEY: Actually, one will be 14, Your
2 Honor, and one will be 15. There's a supplemental.
3 The original affidavit will be 14, the supplemental
4 will be 15.

5 THE COURT: Okay.

6 [Whereupon, Defendants' Exhibit Number 14,
7 affidavit, for identification only, is marked by the
8 court reporter]

9 [Whereupon, Defendants' Exhibit Number 15,
10 supplemental affidavit, for identification only, is
11 marked by the court reporter]

12 MR. BAILEY: I'll pass this up.

13 THE COURT: Thank you.

14 [Whereupon, Mr. Bailey proffers documents to
15 the Court]

16 - - - - -
17 CATHERINE BUNDY,

18 Having Been First Duly Sworn,
19 was Examined and Testified as Follows:

20 DIRECT EXAMINATION

21 BY MR. BAILEY:

22 Q. You are Catherine Bundy?

23 A. Yes, I am.

24 Q. All right. Ms. Bundy, have you ever testified
25 before?

1 A. No.

2 Q. Okay. I know you're going to be a little bit
3 nervous. I'm going to ask you just to kind of speak up a
4 little bit. We don't have a jury so -- but you've got to
5 make sure that Judge Mullen hears you so --

6 THE COURT: And the court reporter.

7 MR. BAILEY: And the court reporter. Yes.

8 THE COURT: She is taking everything down.

9 THE WITNESS: Y'all are close enough. Y'all
10 can hear me.

11 THE COURT: I'll let you know if I can't.

12 THE WITNESS: Okay.

13 Q. [Mr. Bailey] Would you please tell the judge
14 what your role was previously with regard to Wright's
15 Point Plantation.

16 A. Okay. We did the accounting for Wright's
17 Point. We sent out the bills and paid the -- we sent out
18 the invoices to the owners, for their annual assessments,
19 and we paid the bills of the association as we -- as they
20 came in.

21 Q. Okay. And would the -- the association dues,
22 did they ever change while you were out there?

23 A. No.

24 Q. What was that assessment?

25 A. They were \$1,000 a year.

1 Q. And do you remember how long you did this
2 function for Wright's Point?

3 A. I think we started sometime in 1999.

4 Q. Okay. And who hired you, specifically?

5 A. Tony Porter, and Bundy Management.

6 Q. Okay. When I refer to you, or when you say
7 we, are you referring to Bundy Appraisal and Management
8 Company?

9 A. Yes.

10 Q. Okay. Now, there's been testimony of the name
11 of an individual associated with that company. The name
12 that was thrown out was Lawrence Davis. Would you tell
13 Judge Mullen who that is.

14 A. That's my father.

15 Q. Now, Ms. Bundy, in 2003 and 2004, late --
16 during that -- in that time period, were you doing the
17 financial functions for Wright's Point?

18 A. Yes.

19 Q. Did you become aware, during that time, of an
20 attempt by a group of the homeowners to take over the
21 association?

22 A. I became aware, maybe it was late 2003, 2004,
23 that -- I had a Mr. Cullen come in and ask me for -- or I
24 think he had called the office and asked for financial
25 records and copies of tax returns, which I gave him,

1 directory. Is that the owner directory that was the most
2 recent one at the time you did the affidavit?

3 A. If that's through June the 2nd, yes.

4 Q. Okay. In this particular document you make
5 reference to Mr. Porter's assessments or dues. Did Mr.
6 Porter pay dues on lots that he owned at Wright's Point?

7 A. Yes.

8 Q. And was that true for the entire time that you
9 were handling the books for him?

10 A. Yes. He paid -- yeah, he paid. Yes.

11 Q. Okay. Was that on two separate lots?

12 A. At least two, because I think he owned more at
13 one time. But all -- when they changed hands and
14 everything, yes, all the dues were paid.

15 Q. But throughout the entire time that you were
16 there, did -- was he assessed with and paid dues?

17 A. Yes.

18 Q. Okay. As a lot owner?

19 A. Yes.

20 Q. Did there come a time in 2004 when you noticed
21 any difference in the rate at which homeowners dues were
22 being received?

23 A. Well, I knew that I wasn't getting all the
24 ones that I had normally during that time. And we send
25 them out in January, and then each month those that don't

1 THE WITNESS: Do I do anything with --

2 THE COURT: Leave it right there for the court
3 reporter.

4 THE WITNESS: Okay.

5 THE COURT: She sees them. Thank you, ma'am.

6 [Whereupon, the witness is excused and exits
7 the witness stand]

8 THE COURT: All right. Let's put Mr. Porter
9 back up on the stand.

10 [Whereupon, Mr. Porter re-takes the witness
11 stand]

12 THE COURT: I will remind you, Mr. Porter, you
13 are under oath, sir; still under oath.

14 THE WITNESS: Yes, ma'am.

15 - - - - -

16 ANTHONY R. PORTER,

17 Having Been Previously Sworn,

18 was Examined and Testified as Follows:

19 DIRECT EXAMINATION

20 BY MR. BAILEY:

21 Q. Mr. Porter, do you recognize this?

22 A. Yes, sir.

23 Q. Can you tell us what it is -- tell Judge
24 Mullen what it is?

25 A. Rob Montgomery, at FMF Architects, originally

1 drew that as a conceptual master plan for Wright's Point
2 Plantation when we acquired the property.

3 Q. And would this have been submitted to the town
4 of Port Royal, or whatever agencies would have been
5 necessary to permit this particular development?

6 A. Back up. That's a hand-drawn picture, but it
7 was something -- virtually exactly like that was submitted
8 to get our zoning approvals down at Port Royal. Which to
9 encompass the entire area, we asked for the zoning
10 approval at once.

11 THE COURT: It was the entire -- and that was
12 a question I wanted to ask you, Mr. Porter. Your
13 approval included B, C, D, and also the 1.7 for the
14 whole planned unit development; is that correct?

15 THE WITNESS: Yes, ma'am. It's --

16 THE COURT: The entire thing; correct?

17 THE WITNESS: Town of Port Royal was all
18 submitted at once. And, as a matter of fact, part
19 of the tradeoffs of the density levels and the
20 zoning levels were -- it was all -- always one.

21 THE COURT: Are you also required to submit
22 that to the County, as well? or just the town of
23 Port Royal.

24 THE WITNESS: Some of the county departments
25 are -- I think -- I'm not sure what at that time --

1 commercial property up front could have easily surpassed
2 that on price points, and may still.

3 MR. BAILEY: By the way, Your Honor, for your
4 benefit primarily --

5 Q. [Mr. Bailey] -- is this a -- I guess you
6 would call it an eight and a half by eleven edition of
7 this same master plan?

8 A. Yes.

9 MR. BAILEY: I would like to submit that,
10 Judge, as an exhibit --

11 THE COURT: Go ahead and give it to Mia.

12 MR. BAILEY: Ma'am?

13 THE COURT: I'm sorry. Make sure that the
14 court reporter has it, be able to put it down.

15 MR. BAILEY: Yes, ma'am. It's Defendant's 17.

16 [Whereupon, Defendant's Exhibit Number 17,
17 master plan, is marked by the court reporter]

18 MR. BAILEY: And I apologize. Quite frankly,
19 Your Honor, as I look at it, unless I'm --

20 THE COURT: No. It's all right. It's a
21 little fuzzy.

22 MR. BAILEY: It's a little blurry for me. It
23 is -- it is a copy of that.

24 Q. [Mr. Bailey] Now, Mr. Porter, in -- your
25 restrictive covenants that are attached to the complaint

1 Would that be accurate? All the lots?

2 A. Phase one at that time.

3 Q. Let me show you another document, Mr. Porter,
4 and ask if you recognize this.

5 A. Yes, sir.

6 Q. All right. What is this?

7 A. This is what we created to move forward with
8 development into the future phases and integrate,
9 collectively, the neighborhoods into a -- basically a
10 finalized land plan.

11 Q. Okay. And I notice that in this one it's --
12 this is ARA. Is that Allison Ramsey Architect?

13 A. Yes, sir.

14 Q. Was this prepared by them?

15 A. Yes, sir.

16 Q. It's called a charette. Is that a term you're
17 familiar with?

18 A. Yes, sir.

19 Q. What I would like for you to do is basically
20 show the judge in the charette -- she's behind you. I'll
21 tell you what I'm going to do. I'm going to let you just
22 hold it, and if you would sort of explain to her what the
23 concept was when Allison Ramsey drew this and how it
24 affects this entire piece of property.

25 A. Okay. Ma'am, the premise of this was to try

1 Q. Mr. McNeal.

2 A. Yes. Mr. North wasn't.

3 Q. No. I realize that.

4 On the back of this brochure does it list the
5 development team, as of 2005, that you were using at that
6 time?

7 A. The main members. This is -- actually,
8 Bennett had assembled this team and was actively working
9 out phase two in the front part of the neighborhood.

10 Q. Okay. And did that depict what basically you
11 were attempting to do that sort of matched the charette
12 that the judge has?

13 A. Yes, sir.

14 Q. And you also were asked about additional
15 phases. In the restricted covenants, you maintain that
16 you have the right to amend. And does it state that you
17 have the right to amend the various plats from time to
18 time?

19 A. Yes, sir.

20 Q. I don't want to belabor this point, but I just
21 didn't want the record to be erroneous. There was some
22 statement where you said you weren't sure about whether
23 the plat at 160 on the plat of phase one had been amended
24 at all. And I was just basically showing you, Mr. Porter,
25 two documents, two plats that are dated subsequent that

1 in this environment because you can't represent to anyone
2 any kind of stable platform for them to come live in.

3 Q. All right. Well, let me ask you that. Mr.
4 North was trying to make a point that there was a consent
5 order that will -- that prohibited them from taking any
6 action on behalf of the committee -- excuse me -- of
7 Wright's Point. But the fact that the lawsuit remained in
8 place with the issue of control hanging in the air, did
9 that have an affect upon your ability to operate and
10 develop this development as in the course of what you
11 originally planned?

12 A. We passed up millions of dollars worth of
13 sales in the front part of Wright's Point because we
14 couldn't deliver clear title. Just, it's been a
15 nightmare. And regardless of how much of the profits
16 would have gone to Bennett and how much would have gone to
17 me, it really doesn't matter what that split would have
18 been. But we've disintegrated by five/six million dollars
19 of where we would have been if this lawsuit hadn't
20 occurred. I don't know how much we're going to be able to
21 recover of that, but I hope we get some of it.

22 Q. Well, let me ask you this. In terms of your
23 counterclaim, which states that you're suing --
24 counterclaiming against these plaintiffs for breach of
25 contract for not fulfilling their obligations under the

1 covenants -- and specifically I think you've disclosed in
2 discovery that that meant that they were holding illegal
3 meetings, and doing all these things, and holding
4 themselves out, and disrupting things. And in order to
5 bring them back in compliance with this, you have had to
6 hire counsel, and me, to do that; correct?

7 A. Yes, sir.

8 Q. And do you -- would you mind telling the judge
9 what our arrangement was.

10 A. Not one bit. Right there. And I appreciate
11 it very much what our arrangement is. We started out with
12 Mr. Bailey. He was billing Bennett and I. We were both
13 paying him, and whoever had some funds available would
14 write Mr. Bailey a check, and it just kept on going and
15 kept on going and --

16 Q. It's on an hourly basis?

17 A. Yes, sir.

18 Q. Okay. \$350 an hour; is that correct?

19 A. Yes, sir. And that's what we had agreed to at
20 the beginning, and we ran north of I think it was \$80,000
21 in hourly. And, Your Honor, Mr. Bailey just felt so darn
22 sorry for us, he quit -- he quit keeping his hours.

23 I've been sitting here trying to figure out
24 these last couple of days what we actually owe Mr. Bailey.
25 And I'll tell you what was the governing factor that -- I

1 haven't discussed this with Bennett yet. But if Mr. North
2 right there has billed over 100,000, this man is owed over
3 200,000 -- there's no question about that -- because he
4 absolutely has professionally represented us from the
5 beginning to the end.

6 Q. The covenants, Mr. Porter, give the developer
7 and the homeowners association the right to recover
8 attorney's fees in order to enforce the covenants;
9 correct?

10 A. Yes, sir.

11 Q. But they don't give the homeowner the right to
12 recover attorney's fees, do they?

13 A. The homeowner under what circumstance?

14 Q. If he brings an action under the covenants.

15 Do you -- or do you know whether they do or not?

16 A. I don't know if they do.

17 Q. Okay. Oh, and by the way, one other issue of
18 the covenants. You were asked a question by Mr. North
19 about whether the covenants provide for suspension of
20 voting rights. Under Section I believe it's 11.01 of the
21 covenants -- and I'll show that to you. I think I'm right
22 on that. I believe you've got one in front of you here.

23 A. Yes, sir.

24 Q. Do you have a copy in front of you?

25 A. Yeah. I've got one.

1 Q. When it's talking about each owner shall
2 comply strictly with the rules of the association, et
3 cetera, and the covenants, it goes on to say: failure to
4 comply with any of same shall be grounds for imposing
5 fines for suspending voting rights. Isn't that what it
6 says?

7 A. Yes, sir.

8 Mr. North [phonetic], if I could, I now
9 understand what your question was about if an individual
10 property owner has the right to recover their attorney's
11 fees, such as Mr. Corriveau suing the homeowners
12 association for Hardiplank; absolutely not. Such as Mr.
13 Gray right there suing the homeowners association to build
14 an illegal addition and whatever else it was; absolutely
15 not.

16 [Whereupon, Defendant's Exhibit Number 20,
17 closing documents, is marked for identification by
18 the court reporter]

19 Q. [Mr. Bailey] Now, let me show you a document,
20 which will be Defendant's Exhibit 20 for identification at
21 this time. Do you recognize this document, Mr. Porter?

22 A. First time I've seen it.

23 Q. Okay. This was a document that was produced
24 in our discovery recently that relates to the closing
25 between Mr. McNeal and Mr. Ratclif.

1 A. Absolutely.

2 Q. Okay. The builder aspect that we've heard
3 about -- you've mentioned McRay and Stultz in addition to
4 Mr. Denny and Mr. Ratclif. How many lots did McRay and
5 Stultz actually own in phase one?

6 A. Eight or ten or twelve. I can't remember now.

7 Q. Okay. Now, why did you sell that many lots to
8 a builder?

9 A. Because that -- in a strong environment you're
10 able to create intense verticality, which helps massively
11 increase your market absorption because people like all
12 that stuff going on, they like houses getting built. And
13 McRay and Stultz, just -- they disintegrated with us. I
14 don't even know if they made any money on those lots at
15 all at the time they sold them to Richard.

16 Q. Let me ask you this. Did you sell the lots?

17 A. No. I think Wayne did.

18 Q. Well, let me ask you this. I mean, did you
19 own the lots to sell them --

20 A. Yes.

21 Q. -- and they bought them from you?

22 A. Yes, sir.

23 Q. In other words, you conveyed the title to
24 them?

25 A. Yeah.

1 Q. The lots that you own, is there anything built
2 on it? You've got one you've got a house on. Is the
3 other one vacant?

4 A. Yes, sir.

5 Q. So are there still lots that are totally
6 unimproved in phase one at Wright's Point?

7 A. Not totally unimproved, but a far cry from
8 being fully improved.

9 Q. And as far as the amenities of Wright's Point,
10 do you still have things to do there, as well?

11 A. Yes, sir.

12 Q. Okay.

13 MR. BAILEY: If I could have one quick second,
14 Your Honor, and I'll be -- I think I'm finished.

15 [Whereupon, Mr. Bailey and clients confer.]

16 MR. BAILEY: I think that's all the questions
17 I have.

18 THE COURT: All right. Mr. North?

19 RECROSS EXAMINATION

20 BY MR. NORTH:

21 Q. Mr. Porter, are you aware that the town of
22 Port Royal requires that plats only be filed by the record
23 owners of the real estate?

24 A. No. But that's -- I'm sure that's -- that
25 could well be accurate.

1 A. No. We've been trying to get to a posture of
2 getting Richard out there building lots here for a good
3 long time now. We.

4 Q. McRay and Stultz never did actually do any
5 vertical construction on any lot that they purchased from
6 you, did they?

7 A. I think they did build a house.

8 Q. But in any event, as of today they have no
9 ownership interest in Wright's Point today, do they?

10 A. I think they sold all their lots to Richard.
11 They're like me, they built hundreds and thousands of
12 units elsewhere, but this neighborhood was shut down.

13 Q. What was the fancy word for Exhibit 19 that
14 you used?

15 A. I don't know what Exhibit 19 is.

16 Q. The book that shows phase two.

17 THE COURT: Charette?

18 Q. [Mr. North] Charette.

19 A. Charette.

20 Q. Okay. Are we agreed that that has to do with
21 something that was done in connection with developing
22 phase two; it wasn't in connection with phase one?

23 A. No. I think we had several charettes on this
24 job. At least two.

25 Q. No. But I'm talking about Exhibit 19 that

1 talks -- I believe you said you used this to move forward
2 with the future phases.

3 A. You'd better ask Bennett specifically about
4 the charette.

5 Q. Okay.

6 THE COURT: Mia, will you give me that, if
7 you've got it.

8 [Whereupon, the court reporter proffers
9 documents to the Court]

10 THE COURT: Keep going, y'all. Please keep
11 going.

12 Q. [Mr. North] Is it fair to say that whatever
13 information I need to find out about the charette would be
14 something that Mr. McNeal would have handled?

15 A. Mr. McNeal would have had more active day-to-
16 day involvement in it than me. Whether or not he or
17 another member of the development team that he designated
18 was handling different portions of it, I can't sit here
19 and tell you. But somebody was working on it.

20 Q. I noticed on Exhibit 18 -- if you'll take a
21 look at that -- on the page that starts with the heading
22 land, do you see that they have a description of three
23 distinct legs to the development?

24 A. Excuse me. I'm waiting on Her Honor to go to
25 17. That's the only one.

1 A. -- represent what you don't have permitted.

2 Q. And would you agree that the deep-water lots
3 within phase one really didn't need to have a community
4 dock because they had their own dock permit? Is that
5 correct?

6 A. No.

7 Q. Why?

8 A. I wouldn't agree to that. I think that the
9 community docks are for everyone, regardless of whether
10 you have your own deep-water dock, your interior lot in
11 phase one, an interior lot in phase two. If we wind up
12 doing six phases before we're done, it's -- they're for
13 everyone. And if you've got a big boat parked at your
14 dock and somebody else wants to come visit you by boat,
15 they're real glad that they have a community dock right
16 next door to come park their boat and come see you.

17 Q. Do you remember testifying that this MCAS
18 account ruined your dream?

19 A. It was the catalyst that dried up my credit in
20 this market and I had to pack my bag and get on the road
21 and go to work in order to survive.

22 Q. Do you recall that the deposit into that MCAS
23 account was in April of 2004?

24 A. No. I have no real comprehension of when it
25 was --

1 MR. BAILEY: The deposit is not the right
2 date, but --

3 Q. [Mr. North] Do you recall that it was
4 sometime shortly after the March 10, 2004 meeting of the
5 homeowners?

6 A. I never really -- I do recall that from this
7 testimony right here. But the thing I specifically recall
8 is the opening of the account, because that's when
9 everything fell apart immediately.

10 Q. Okay. And how was it that you determined that
11 it was two days after they opened the account?

12 A. Because every banker I have in this territory
13 called me and asked me if I was going bankrupt.

14 Q. Okay. And you would agree that the records
15 show that it was -- that account was opened in March or
16 April of 2004?

17 A. Whatever the date was at the time, it was --
18 it was, somehow or another, two days later that my phone
19 started ringing and didn't quit.

20 Q. Do you remember having your deposition taken
21 fifteen months later in July of 2005?

22 A. In your office?

23 Q. Yes.

24 A. Yes, sir.

25 Q. Do you remember testifying at that time that

1 you didn't even know until recently that there was a
2 Marine Corp Air Station account?

3 A. No. That's not what I testified to. What I
4 testified to, -- and if it's -- if it's recorded in the
5 deposition that way, it was an absolute mistake of clarity
6 on my part. What I didn't know was that they had taken --
7 illegally taken my federal tax ID number and used my
8 specific federal tax ID number to open that account. I
9 knew darn well they had opened another homeowners
10 association account right after it happened, but I -- I
11 was shocked to find that they had taken my federal tax ID
12 number.

13 Q. Mr. Porter, do you remember being asked the
14 following question and giving the following answer?

15 Question: are you aware of --

16 MR. BAILEY: Excuse me, Your Honor. Could he
17 give us a page --

18 MR. NORTH: I'm sorry. Porter's deposition,
19 page 163 starting with line 20 and going through
20 page 164, line 1.

21 Q. [Mr. North] The question: are you aware that
22 all of the dues that were deposited into the Marine Corp
23 Air Station account were turned over to Bundy within three
24 months of their deposit? Answer: fellow, I didn't even
25 know until recently there was a Marine Corp Air Station

1 account, but I assure you that that's not the end of that.

2 Do you remember that testimony?

3 A. Yes, sir. At the time, you had me totally
4 emotional, and I'm correcting it at this point. There's
5 no question that I knew when the account was opened. But
6 what I was trying to tell you during that deposition, even
7 though I was in an emotional state at that time -- and I
8 absolutely apologize for it -- was that I had just
9 recently found out about the federal tax ID number. And,
10 yes, I absolutely specifically said that wasn't going to
11 be the end of it.

12 Q. And then you -- I go on to ask, question:
13 well, if you didn't learn of it until recently that there
14 was a Marine Corp Air Station account, how do you explain
15 that one diatribe about all of the bankers calling, when
16 that account was set up by Ms. Hucks and Mr. Cullen.
17 Answer: I didn't; I'm going to rephrase that; I didn't,
18 until recently, understand that the account had been set
19 up using my federal ID number of my corporation.

20 A. Well, then I clarified it at the time, then,
21 Mr. North.

22 Q. Mr. Porter, I would like to ask you a couple
23 of questions about these plats. Directing your attention
24 to the area along what I assume is the -- would be the
25 southwest area of the property. Do you see, along where

1 it intersects with the existing road, what I will call a
2 buffer area where a phase one is typed into the buffer
3 area and phase two is outside of the buffer area?

4 A. No.

5 Q. I'm directing your attention to this area
6 immediately adjacent to lot one, running down to the road,
7 running parallel to the road, across the road in the
8 vicinity of the gates, and then running back adjacent to
9 the open space, and back over to Ms. Beth's house. That's
10 the area I'm talking about.

11 A. All that is is a dotted line put in by the
12 fellow working the screen in the survey office. It's not
13 designating a buffer area. That's your interpretation,
14 but that's not why -- he put that dotted line on there.
15 Why he did it -- and I know a little bit about this
16 because my father was a licensed surveyor in forty-eight
17 states, so I can probably give you a little bit of expert
18 testimony right here -- is that phase one right there is
19 designated right there, and he was just trying to show a
20 little bit of separation that here was going to be phase
21 two. Do you see this right here, Mr. North? phase one,
22 right here where he wrote that? He didn't want to write
23 phase one and phase two without having a line. He's just
24 trying to show you that here's a separation right here.
25 He's not trying to create a buffer. That's completely

1 your interpretation, and it's wrong.

2 Q. Would you agree that the covenants have a
3 provision that talks about a buffer area for the
4 development?

5 A. I don't know. You would have to point it out
6 specifically to me, and we would have to put it in the
7 right context. But it has nothing to do with what you're
8 presenting right here.

9 Q. I'll show you the covenant in a minute. But
10 would agree that in subsequent plats, starting with the
11 ones in 2003 prepared by Mr. McNeal and continuing through
12 this month or at the end of last month, February 27th,
13 that the buffer area no longer exists along the road and
14 in the vicinity of the separation between phase one and
15 phase two?

16 A. Probably because it never was a buffer area.
17 That's what I just said.

18 Q. Can you understand that the homeowners who had
19 vegetation in a buffer area are not happy about having
20 their buffer area re-plated to disappear?

21 A. I don't understand anything about what you're
22 talking about. First time I ever heard anything about
23 that.

24 MR. NORTH: Your Honor, I won't waste the
25 Court's time. The buffer information is in the

1 covenants.

2 THE COURT: Where? Direct me to it.

3 MR. NORTH: Okay.

4 THE WITNESS: 10.21, Your Honor.

5 THE COURT: 10.21?

6 MR. NORTH: Yes, 10.21. Developer reserves
7 unto himself, his heirs and assigns, the easement --
8 actually granted an easement -- for the purposes of
9 installing and maintaining a buffer in those areas
10 shown on the plat herein before set forth.

11 And I was showing the witness the plat 64/150,
12 which is the plat herein before and set forth.

13 And those were the buffer areas wherein
14 vegetation and other things were planted, and my
15 question relates to the disappearance of the buffer
16 area and subsequent plats prepared in connection
17 with the development of phase two.

18 [Whereupon, the Court reviews documents]

19 MR. NORTH: Your Honor, I have no further
20 questions.

21 THE COURT: Thank you. Mr. Bailey?

22 MR. BAILEY: No, ma'am.

23 THE COURT: Thank you. Mr. Porter, you may
24 step down, sir.

25 THE WITNESS: Thank you, ma'am.

1 exhibits.

2 [Whereupon, Mr. North proffers documents to the
3 Court]

4 THE COURT: Thank you.

5 - - - - -
6 LLOYD DENNY,

7 Having Been First Duly Sworn,
8 was Examined and Testified as Follows:

9 DIRECT EXAMINATION

10 BY MR. NORTH:

11 Q. Could you state your name and address, please.

12 A. Lloyd Denny, 104 Brian Drive.

13 Q. And what is your occupation?

14 A. I own a construction company. I'm a builder.

15 Q. Okay. What is the name of that company?

16 A. Denny's Construction, Incorporated.

17 Q. And are you the president of that company?

18 A. I am.

19 Q. Does that company build homes?

20 A. Yes, sir.

21 Q. Is that the nature of its business?

22 A. Yes.

23 Q. In your work for that company are all of the
24 homes that are built, that you're involved with, built on
25 lots that are titled in the name of the corporation or

1 that are titled in the name of individual homeowners that
2 hire you to build a house?

3 A. Yes.

4 Q. Have you ever built a home on land that was
5 titled in your name personally?

6 A. No, sir.

7 Q. Is it fair to say that all of your business in
8 homebuilding is done through the corporation, Denny's
9 Construction, Inc., and never by you personally?

10 A. Yes, sir.

11 Q. Have you ever entered into a contract where you
12 personally would be the builder, as opposed to your
13 corporation?

14 A. I don't understand the question.

15 Q. Have you ever entered into a contract to build a
16 house where you personally would be the builder, as
17 opposed to your corporation?

18 A. No, sir.

19 Q. I would like to hand you, if I could,
20 Plaintiffs' Exhibit 61. Do you have that in front of you?

21 A. I do.

22 Q. Do you recognize that as a true and correct copy
23 of a deed, from Tony Porter to yourself, conveying a lot
24 in phase one of Wright's Point Plantation in February of
25 2003?

1 A. Yes.

2 Q. And was that -- was that your only real-estate
3 interest in Wright's Point Plantation?

4 A. Yes, sir.

5 Q. Is that land any part of your home-construction
6 business?

7 A. No, sir.

8 Q. If you were ever going to build a house on that
9 lot, would you first transfer title to your construction
10 company?

11 A. If we were building our personal house, then it
12 would be -- I'm quite sure that the property would stay
13 titled as it is.

14 Q. Okay. You have no intention of doing that, do
15 you?

16 A. Of building my personal house there?

17 Q. Yes.

18 A. At some point in the future, there's a
19 likelihood that we may build a personal house for
20 ourselves there.

21 Q. Okay. Are you, at the present time -- have you,
22 in your previous deposition, testified that you are
23 holding this lot as an investment?

24 A. I don't recall. I don't remember. Our intent
25 has always been that we may, at some point in the future,

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1 build a retirement home there. But as it stands today, we
 2 have no plans. We haven't made any plans as of today.

3 Q. Is it fair to say that as of today you don't
 4 know for sure what you're going to do with it?

5 A. That is correct.

6 Q. And is it fair to say that if in the future you
 7 were ever going to build something on that lot, other than
 8 perhaps for yourself, would it be fair to say that you
 9 would transfer title of that lot to your corporation and
 10 have the corporation build the house?

11 A. Yes, sir.

12 Q. Does Mr. Porter have any financial interest in
 13 your lot or in your construction company?

14 A. No, sir.

15 Q. Did you obtain this lot by doing some work for
 16 Mr. Porter?

17 A. Yes, sir.

18 Q. Describe the work that you did that resulted in
 19 the conveyance of this lot.

20 A. We had built a brick landscape wall around the
 21 property that he owned.

22 Q. Are you talking about his personal residence?

23 A. Yes, sir.

24 MR. NORTH: I have no further questions.

25 THE COURT: Any cross?

1 in your mind but that Tony Porter was one of the
2 developers of Wright's Point Plantation? He was a
3 developer; correct?

4 A. As far as I know, yeah.

5 Q. And according to the exhibit that Mr. North has
6 just put into evidence with you, which is your deed, that
7 clearly shows that you got this property from the
8 developer; correct?

9 A. Yes, sir.

10 Q. All right. So that portion of the definition is
11 clearly satisfied that the developer sold you the lot;
12 correct?

13 A. Conveyed the lot.

14 Q. Conveyed the lot to you. Okay.

15 And with regard to the definition section, then,
16 of builder, it says any person or legal entity. You've
17 already testified that your company certainly builds;
18 correct?

19 A. Yes, sir.

20 Q. And you testified that you are a builder;
21 correct?

22 A. That's correct.

23 Q. In fact, isn't it true, Mr. Denny, that your
24 company is not a licensed contractor but you personally
25 are a licensed contractor in the state of South Carolina?

1 A. [No response]

2 Q. All right. Do you know?

3 A. I don't know that I could answer that. I don't
4 know that.

5 THE COURT: Who took the test?

6 THE WITNESS: I took the test.

7 THE COURT: Okay. You are the licensed named
8 person as the builder; is that correct?

9 THE WITNESS: That is correct.

10 THE COURT: All right.

11 MR. BAILEY: That's what I wanted to know.

12 THE COURT: Registered with LLR. All right,
13 sir.

14 Q. [Mr. Bailey] And you are licensed here in the
15 state of South Carolina as a licensed general contractor;
16 correct?

17 A. Yes, sir.

18 MR. BAILEY: I don't think I have any further
19 questions.

20 THE COURT: All right. Any redirect, sir?

21 REDIRECT EXAMINATION

22 BY MR. NORTH:

23 Q. I just want to clarify, Mr. Denny: you have
24 never personally entered into a contract to build a house,
25 is that correct, on land that somebody else owned?

1 A. [No response]

2 Q. Let me rephrase the question. Isn't it correct
3 that you, as an individual, have never entered into a
4 contract in your name personally to build a house?

5 A. That is correct. The contracts are through the
6 company, the corporation.

7 MR. NORTH: I have no further questions, Your
8 Honor.

9 THE COURT: Thank you. Mr. Bailey?

10 MR. BAILEY: I was just going to ask him one
11 question.

12 THE COURT: Sure.

13 RECROSS-EXAMINATION

14 BY MR. BAILEY:

15 Q. You knew when you bought this property that it
16 was part of a multiple-phase development, didn't you? that
17 there was going to be another phase of development, phase
18 two, out front?

19 A. Probably at the time that I -- that I got the
20 property I wasn't aware of that.

21 Q. Okay. Do you remember taking your deposition
22 back on November the -- excuse me -- September 9th of
23 2005? Do you recall us taking -- your deposition being
24 taken?

25 A. Yes, sir.

1 court reporter]

2 THE COURT: Sir, would you state your full name
3 for the record, and your address, please.

4 THE WITNESS: Yes, ma'am. Richard Radcliff, 25
5 Net Weavers Place, St. Helena, South Carolina.

6 THE COURT: Thank you, sir.

7 MR. NORTH: Your Honor, if I may deliver some
8 additional exhibits for this witness.

9 [Whereupon, Mr. North proffers documents to the
10 Court]

11 THE COURT: Thank you.

12 MR. BAILEY: While he's doing that, for purposes
13 of clarification, did this deed get introduced for Mr.
14 Denny, the one you just showed him and handed --

15 MR. NORTH: Well, I mean --

16 THE COURT: Is there any objection to
17 introducing it at this point?

18 MR. BAILEY: No, ma'am. I just didn't have a
19 number on it.

20 THE COURT: He didn't introduce them, but --

21 MR. BAILEY: I wondered what the number was.

22 THE COURT: Number 61. Is that correct, sir?

23 MR. NORTH: That's correct.

24 THE COURT: Thank you. Plaintiffs' 61.

25 MR. BAILEY: 61?

1 RICHARD RADCLIFF,
2 Having Been First Duly Sworn,
3 was Examined and Testified as Follows:

4 DIRECT EXAMINATION

5 BY MR. NORTH:

6 Q. Mr. Radcliff, tell me the history of your
7 relationship with Mr. Porter.

8 A. He's been in the building industry for, to my
9 knowledge, that I've been in the industry, for about
10 fifteen years. And he does developments in Beaufort,
11 independently and with other individuals.

12 Q. Have you ever had any direct contractual
13 relationships with Mr. Porter?

14 A. I've never written any contract, to my
15 knowledge, for Mr. Porter.

16 Q. And when I say you, can we agree throughout the
17 deposition that when we say you I'm referring to either
18 you or Richard Radcliff Homes, Inc.?

19 A. Sure.

20 THE COURT: Throughout the testimony.

21 THE WITNESS: Sure.

22 THE COURT: Okay.

23 A. I mean, I've bought property from him, if that's
24 what you're asking.

25 Q. [Mr. North] No, no. I understand that.

1 A. Okay.

2 Q. I guess what I was trying to clarify is whether
3 or not the two of you have ever been joint venturers,
4 partners, or some other business relationship.

5 A. I have done business for Mr. Porter, yes.

6 Q. Describe that for me.

7 A. I've built homes.

8 Q. Okay. For Mr. Porter?

9 A. Probably for one of his corporations or --

10 Q. Or what?

11 A. I don't think there's ever any personally, if
12 that's what you're asking.

13 Q. No, I'm not.

14 Tell me your business history with Mr. McNeal.

15 A. The same.

16 Q. Do you have any sort of business arrangement,
17 now or in the past, where the two of you would be equity
18 participants in some sort of business venture? Or are you
19 simply parties who have contracted with each other on
20 various matters in connection with building homes or
21 buying and selling land?

22 A. We were trying to work an agreement, out on
23 Wright's Point, to do a project. It's dissolved. We are
24 in an attempt to purchase property from Mr. McNeal, and I
25 don't know their -- him and Tony's relationship as far as

1 that goes. But we're trying to work out -- every day I'm
2 in business trying to get a contract or something. But I
3 don't have any right now, no.

4 Q. Okay.

5 A. I'm not on his payroll, if that's what you're
6 inquiring. I'm an independent company.

7 Q. Well, either on his payroll or whether you are a
8 business associate in a business entity or a joint
9 relationship with him, or the two of you share profits in
10 some business venture.

11 A. Not at the present time.

12 Q. And have you ever had such a relationship in the
13 past?

14 A. To share profits, no.

15 Q. Are you the sole owner of Richard Radcliff
16 Homes, Inc.?

17 A. Uh-huh. Yes. Sorry.

18 THE COURT: Thank you.

19 Q. [Mr. North] Would you agree that Richard
20 Radcliff Homes, Inc., is the same corporation as
21 Structural Images, Inc.?

22 A. That's correct.

23 Q. And is it fair to say that sometime in the last
24 year you did a name change with the Secretary of State?

25 A. Correct.

1 Q. And have you always been the owner of Structural
2 Images, now known as Richard Radcliff Homes, Inc.?

3 A. No.

4 Q. Who else has been a shareholder?

5 A. One of my best friends, Jaret McBee [phonetic],
6 was a -- he had an architectural degree. He's one of
7 those smart individuals smarter than I am. He designed a
8 web site and became one of those instant millionaires.
9 Makes money while asleep.

10 Q. How long ago did you take over sole ownership of
11 your company?

12 A. Ten years.

13 Q. Do you recall having your deposition taken on
14 September 9th of 2005?

15 A. Correct.

16 Q. Do you recall being asked at that time whether
17 you had an agreement with B. McNeal partnership to
18 purchase land in phase two of Wright's Point?

19 A. We had a gentleman's agreement. Correct.

20 Q. Do you recall at that time that you did testify
21 that you had a gentleman's agreement?

22 A. Absolutely.

23 Q. Do you recall that you testified that the terms
24 had not been worked out?

25 A. That's correct.

1 Q. Do you recall that you testified that as of that
2 date, the price had not been worked out?

3 A. As the market is going down, it's -- that's
4 correct.

5 Q. Do you recall testifying at that time that their
6 cost basis might go up, so they are not willing to put the
7 contract in writing?

8 A. That's right. Unfortunately, it did the
9 opposite.

10 Q. The cost basis went down?

11 A. If you check the paper, the market is in a slump
12 right now.

13 Q. Okay. I'm just trying to clarify your
14 testimony.

15 A. I'm trying to answer it.

16 Q. Okay. I just want to clarify that you testified
17 that their cost basis might go up, so that they were not
18 willing to put the contract in writing.

19 A. We had not worked out all the details, sir.

20 Q. And that was my last point is that you testified
21 that the terms of the gentleman's agreement had not been
22 worked out.

23 A. Not to the full extent.

24 Q. And did you testify truthfully in that
25 deposition?

1 A. To the best of my knowledge.

2 Q. And that was September 9 of 2005?

3 A. That's correct.

4 Q. Take a look, if you would, within the documents
5 that I handed to you, Plaintiffs' Exhibit 54.

6 A. All right.

7 Q. Do you have that in front of you?

8 A. Yes.

9 Q. Do you recognize that as a true and correct copy
10 of a written contract between you and B. McNeal
11 Partnership LP, that is dated three months before that
12 deposition on -- dated June 6th of 2005?

13 A. Ask that question again, please.

14 Q. Yes. Do you recognize Exhibit 54 as a true and
15 correct copy of a written agreement between you and B.
16 McNeal Partnership, LP, that is dated June 6, 2005, which
17 is approximately three months before that deposition?

18 A. Correct.

19 Q. And do you see, on page 1 of that contract, a
20 purchase price of \$3,700,000?

21 A. I see that.

22 Q. And do you see that that contract is six pages,
23 with a multitude of terms that have been worked out?

24 A. First off, you're calling it a contract, and it
25 was an agreement. And, I mean, I took this to my bank and

1 showed it to them, trying to work out all the financial
2 obligation, and they were under the impression that it was
3 not enough information for them to give me a loan and I
4 needed to consult with an attorney to look it over to see
5 if it was a legally binding agreement. And it was a loose
6 agreement to do another agreement. But, you know, without
7 a survey and some D&P numbers, you didn't know what you
8 were buying. If you look to the exhibits in the back,
9 there's no property description.

10 Q. If you look at the exhibits on the back it shows
11 the various parcels numbered 1, 2, 3, 4, 5 and 6, does it
12 not?

13 A. Yep.

14 Q. And each of those are portions of the phase two
15 development that we've referred to throughout this trial?

16 A. Phase two and other phases. Correct.

17 Q. Phase two and other phases?

18 A. Uh-huh.

19 Q. And isn't it a fact that you had an earlier
20 written contract with Mr. McNeal and that Exhibit 54
21 actually revised that agreement?

22 A. I'm not sure about that.

23 Q. When you say that this isn't a written contract
24 or that this isn't an agreement, you're differentiating
25 between contract and agreement. Can you explain what

1 distinction you are attempting to make?

2 A. We were trying to work the details out to see if
3 I could do some business in Wright's Point.

4 Q. Do you see that on page 1 of this agreement that
5 there is a non-refundable, earnest money deposit of
6 \$300,000?

7 A. Yep.

8 Q. Has that earnest money deposit been paid?

9 A. Now it has, yes. Not at that time it hadn't.

10 Q. Well, you had a period of time under the
11 contract to pay all of the earnest money; isn't that
12 right?

13 A. It wasn't paid by the date of this contract,
14 sir.

15 Q. You would agree that the \$300,000 was payable in
16 increments, the first one of which was \$75,000, three days
17 after the date of the contract. Do you see that?

18 A. That's what the agreement said, but we didn't
19 perform that.

20 Q. Okay. But whether there were delays in actually
21 delivering the funds or not, did you not, pursuant to this
22 contract, go ahead and pay a 300,000-dollar earnest money
23 deposit?

24 A. We did pay -- no. Not all 300,000, no.

25 Q. How much have you paid of the earnest money

1 deposit?

2 A. I'm not sure of the exact amount.

3 Q. What would be your best guess, best estimate?

4 A. Two twenty-five.

5 Q. And how did you calculate the difference between
6 the 300 and the two twenty-five?

7 A. I did some work for Mr. McNeal.

8 Q. What type of work was that?

9 A. Construction.

10 Q. Of what?

11 A. Of various items. I mean, I would have to have
12 the list in my computer. I have no clue, to be honest. I
13 don't want to lie.

14 Q. Was there also a 75,000-dollar reduction in the
15 total purchase price, for the land that's described in
16 this agreement, in exchange for that work?

17 A. No. The dollar amount was the same. Just
18 bartered some work.

19 Q. Say that again. I couldn't understand --

20 A. The dollar amount was the same. We just
21 bartered the amount of work for the contract.

22 Q. So that the amount of work that you did was a
23 credit against the purchase price. Is that what you're
24 saying?

25 A. Yes.

1 Q. Okay.

2 A. Or at that time we didn't know if it was going
3 to be -- we were going to end up doing it, so he was going
4 to pay me if I wanted the money. If we couldn't have
5 worked out the details in this agreement, they were going
6 to give me that exact amount.

7 Q. Explain to me, or to the Court, how it is that
8 your testimony that the terms of an agreement had not been
9 worked out but yet a gentleman's agreement that was not in
10 writing, how is -- how is that not a false testimony on
11 your part during your deposition three months after the
12 date of this contract?

13 A. I didn't think I had a legally binding contract.
14 Just a gentleman's agreement. We were trying to -- two
15 southern boys trying to work out a deal. Very simple.

16 Q. Who represented you in the preparation or
17 negotiation of this contract?

18 A. I represented myself.

19 Q. Are you saying that you didn't consult with a
20 lawyer in connection with this contract?

21 A. Before it went to close I did, but --

22 Q. I'm talking about leading up to the time that
23 you signed the contract in June of 2005.

24 A. We went back and forth just -- he was trying to
25 give, I tried to take, back and forth. It's the truth. I

1 mean, I'm not -- I tried to get as much as I could. I
2 mean --

3 Q. I understand that.

4 A. I watched the market. I mean, this is the
5 truth. I watch the market. The market has been
6 plummeting.

7 Q. I understand that. My question is who was
8 involved, other than you and Mr. McNeal, in the
9 negotiation of the contract or in the preparation of the
10 contract, the actual physical document --

11 MR. BAILEY: I don't want to belabor it, Judge.
12 He keeps using the term contract.

13 THE COURT: I understand there are two different
14 -- this is an agreement. What I believe he just
15 testified to, and Mr. Radcliff, correct me if I'm
16 wrong, he did not use an attorney prior to executing
17 this agreement when he said it was a conceptual plan.
18 He did say that he eventually did sign a contract with
19 him, and he's just testified that he did seek an
20 attorney's advice prior to signing that final contract.
21 That's what I'm hearing him say. And I have no idea
22 what date that is. I'm assuming it's in the pile
23 somewhere, but I'm sure we'll get to it.

24 THE WITNESS: Yes, ma'am.

25 THE COURT: But that was what his testimony was.

1 Am I correct, Mr. Radcliff?

2 THE WITNESS: Yes, ma'am.

3 MR. BAILEY: I heard that there was an agreement
4 to agree, or something like that. That was his -- the
5 concept. But thank you, Your Honor. I just wanted to
6 make sure that the question and the record was --

7 THE COURT: I understood it.

8 Q. [Mr. North] What distinction, if any, are you
9 drawing between the term contract and the term agreement?

10 A. Sir, I'm not an attorney. I don't -- especially
11 looking at this court case, I don't want to be an
12 attorney. I'm a builder. That's it. I mean, I really
13 don't. I mean, that's all.

14 Q. Are you saying that there was a subsequent
15 contract, a subsequent written contract between you and
16 Mr. McNeal, that came after the date of Exhibit 54?

17 A. Right. When we finally agreed, we went to David
18 Tedder and he helped us close. My bank some -- my bank
19 wanted a bunch of additional information. And it was --
20 attorney's fees were not as much as this case, but they
21 were three or \$4,000 to get this thing closed.

22 Q. They were how much?

23 A. Several thousand dollars to get this project
24 closed.

25 Q. Let's be very clear on my question.

1 A. Sure.

2 Q. Was there another written contract for the
3 purchase of land in phase two of Wright's Point, between
4 you and B. McNeal Partnership, LP, that came after the
5 date of the Exhibit 54?

6 A. Mr. Tedder worked -- used this as a premise and
7 did -- worked it up so I could close.

8 Q. Are you saying he worked up a closing based upon
9 the terms of Exhibit 54?

10 A. That would be a good way to put it. I mean, he
11 used it as a starting point, yes.

12 Q. Okay. So are you saying that there is no
13 contract to purchase real estate between you and Neal
14 Partnership, LP, that came after the date of Exhibit 54?

15 A. This is kind of the way I understood it: we did
16 an agreement between the two of us, tried to work out some
17 details. I showed it to my bank, because I needed a loan.
18 I had a little bit of cash put down, a little bit of
19 credit. And they said, Richard, we need some additional
20 information. I said, fine. And they said, who do you
21 use. I said David Tedder. So we -- when we got closer,
22 we went to David's office and he took this and made us --
23 or didn't make us do anything. He got us to the closing
24 table and used this as a premise. There's not another
25 contract, but he adapted this one to make the bank happy,

1 Mr. McNeal happy, and myself happy.

2 Q. Who did Mr. Tedder represent in that
3 transaction?

4 A. Both of us.

5 Q. Both you and the seller?

6 A. Yes, sir.

7 Q. What other attorneys, if any, were involved in
8 getting all this to happen, the closing on the sale and
9 doing whatever else you were doing at that point in time?

10 A. I don't know who David Tedder consulted with, so
11 I can't answer that question.

12 Q. Who did you have dealings with in connection
13 with the execution of Exhibit 54?

14 A. Mr. McNeal.

15 Q. Who else?

16 A. I showed it to my wife, showed it to my dad,
17 talked to my brother about it. I mean, I asked for a lot
18 of advice. This is a big -- I mean for me, a small
19 company, this is a big purchase. I showed it to my bank.

20 I mean, I'll get credit from you if I -- if
21 you'll give me some free service.

22 Q. Did you talk to any lawyer about it?

23 A. Yes, I did. I talked to David Tedder. I
24 talked --

25 Q. I'm talking about the execution of Exhibit 54,

1 going.

2 Q. [Mr. North] And then my next question is how
3 can you explain your testimony in your deposition that the
4 terms and the price of your agreement with Mr. McNeal had
5 not been worked out?

6 A. Say it one more time.

7 Q. Explain to me how it is that you're able to
8 testify, three months after signing this very important

9 contract, that you had not worked out the terms or the
10 price with Mr. McNeal and that you did not have a written
11 contract.

12 A. Well, that's easy. For one, you didn't know how
13 many lots you were going to get out of the subdivision.
14 They didn't know what the plan was. By right zonings,
15 they could put -- Tony had did the numbers. I don't know,
16 480 or, I don't know, some great number that they could
17 put up there.

18 His original vision, from day one, was to do
19 this walking community and -- which was lower density, not
20 higher density. I know that's not the trend, but that's
21 what he wanted to do. And they both did parts of the
22 subdivision, and was not sure how many lots they were
23 going to get out of this project. They share whatever
24 profits.

25 And how they work out their deals is none of my

1 business. But -- so they were trying -- we were trying to
2 put -- they were trying to put a price, what they could
3 get for it. And we've done a ton of business together.
4 As I did in my deposition, I said, we had done a ton of
5 business off a handshake, have done it, will do it. And
6 unfortunately, the banks don't like it, and neither do the
7 attorneys. They want to see something in writing.

8 So we were trying to work out something that was
9 fair to them. They're my friends. I didn't want to cheat
10 them; they don't want to cheat me. This is a big deal.
11 This could bury me, if done incorrectly, and they were
12 trying to help me out.

13 Q. I understand all that, and that's fine.

14 A. Okay.

15 Q. But my question was how is it that this big-deal
16 thing that's very important to you --

17 A. Sure.

18 Q. -- this nice, written contract with a nice,
19 clear purchase price of 3.7 million dollars can result in
20 you, ninety days later, swearing under oath in your
21 deposition that you don't have a written contract, you
22 haven't worked out the price, and you haven't worked out
23 the terms with the seller. I want you to explain to the
24 Court that testimony.

25 A. I said it many times, and you can read it

1 yourself. On page 1, you don't even know how many lots
2 you're going to get. So we're still working this out.
3 This is a work-in-progress thing. We still to this date,
4 right now until this court is over, we don't know how many
5 lots we're going to do -- or they're going to do --
6 they're going to allow me to do. Don't know.

7 Q. Doesn't this contract provide for a price, for
8 the first phase described in here, of \$750,000?

9 A. Sure does.

10 Q. And doesn't it have a drawing of that first
11 phase that shows an outline of the lots that are
12 contemplated?

13 A. Well, that's what it had was a depiction.

14 Q. Okay. And you're buying raw land, aren't you,
15 under this transaction?

16 A. We are buying raw land?

17 Q. Well, let me make it clear.

18 A. It's undeveloped, if that's what you're asking.

19 Q. You buy the land and you take -- you have six
20 different parcels described in this contract, don't you?

21 A. There's a bunch.

22 Q. Okay. And when you buy and close on the first
23 of those parcels, you take down the parcels in sequence.
24 When you buy the first one, you can subdivide it into as
25 many lots as you want, consistent with the zoning, can't

1 you?

2 A. No.

3 Q. Why not?

4 A. Because that's not our agreement.

5 Q. And what is your agreement??

6 A. I've been trying to tell you. We're trying to
7 work it out. We're trying to do the best neighborhood.
8 We're all emotionally attached to this project. If we
9 just wanted to not care -- there's people in the back that
10 are our friends: Dr. Blocker, Dr. Ellenberg. Built Dr.
11 Ellenberg's house. They're -- Pat Dancer [phonetic].
12 People back there that they've done business with. Tony
13 had a house back there. He's friends with half of them.
14 He didn't want to go in there and just put this -- I mean,
15 if he wanted to make the most money, he could have sold it
16 to Centex, Harden Homes, Craftbuilt Homes, and I wouldn't
17 be -- I wouldn't even be involved. They would have just
18 sold it. Their vision --

19 Q. I want to try and interrupt you because --

20 A. Okay.

21 Q. -- that's not my question and --

22 A. I'm trying to answer it.

23 THE COURT: Mr. North, why don't you help me,
24 because I have no idea where you're going.

25 THE WITNESS: I don't get it.

1 THE COURT: What is the relevance of all this?

2 MR. NORTH: The relevance is to show to you that
3 this man is perfectly happy to lie under oath so that
4 the plaintiffs --

5 MR. BAILEY: Come on. I object to that, Your
6 Honor.

7 THE COURT: All right. Well, if that's your
8 purpose of it, obviously -- if you want to ask him the
9 question -- if he contradicts his deposition, at that
10 point you pull the deposition out and use it. I think
11 he has testified as to what was happening. The
12 agreement is only enforceable if both sides or one of
13 the sides want to enforce it. It sounds to me it was a
14 work in progress. What he has testified to is that it
15 continues to be a work in progress. Keep going, Mr.
16 North.

17 Q. [Mr. North] I'm handing you what has been
18 marked -- or pull out of your stack, if you would,
19 Plaintiffs' Exhibit 46. Do you recognize those as
20 documents submitted to the town of Port Royal for the
21 development of a portion of phase two of the Wright's
22 Point Plantation?

23 THE COURT: What exhibit is it?

24 MR. NORTH: 46.

25 A. Yes.

1 the point for me because, quite frankly, right now I'm
2 not following where you're going. You need to start
3 pointing this out.

4 MR. NORTH: Okay.

5 Q. [Mr. North] Mr. Radcliff, is it fair to say
6 that Exhibit 47 is made up of the various letters wherein
7 you are handling the arrangements for the constitution of
8 the infrastructure to develop phase two of Wright's Point
9 Plantation?

10 A. I had been working for Tony to get this through,
11 if that's what you're asking. He's been overseeing the
12 whole project, yes.

13 Q. Well, when you say you're working for Tony: you
14 don't get paid anything by Tony, do you?

15 A. No.

16 Q. And Tony isn't actually involved in handling the
17 development of phase two, is he, other than consulting
18 from time to time?

19 A. Oh, he gets paid, all right. I mean, he got --
20 if you look at that settlement statement on David Tedder,
21 he got paid.

22 Q. Are you referring to an 8,000-dollar payment for
23 consulting?

24 A. 10,000, yeah. Eight and two.

25 Q. Two that went to the homeowners association?

1 A. Yes, sir.

2 Q. My question, though, with regard to 47, is that
3 do you recognize this as letters wherein you, on behalf of
4 your company or yourself personally, are dealing with the
5 matters relating to the storm-water permits, contracting
6 for the installation of sewer and water facilities, phone
7 arrangements, electrical arrangements, and the -- all the
8 other utilities that would -- and the archeological
9 permits that are involved in subdividing phase two for
10 development?

11 A. Yes.

12 Q. Is it fair to say that you -- you are the one
13 that handled those types of matters for the phase two
14 development so far as it has gone?

15 A. No.

16 Q. Okay. And in what regard is that not correct?

17 A. I may have did some of it. But Mr. Porter and
18 Mr. McNeal have been to the engineer's office, and that's
19 just part of it.

20 Q. When you say he had been to the engineer's
21 office, you're not -- with regard to Mr. Porter, you're
22 not talking about any time within the last year, are you?

23 A. Sure we went to the engineer's office.

24 Q. When?

25 A. Bennet and I went there probably maybe -- today

1 is Friday -- two weeks ago, a week ago. It was recent;
2 just recently went up to Charleston.

3 Q. Is it fair to say that your agreement with Mr.
4 McNeal or B. McNeal Partnership, LP, provides that you
5 will purchase all of the residential portions of phase two
6 in installments or in -- or a takedown of different
7 phases?

8 A. That's what we're attempting to do.

9 Q. And are you currently contemplating, pursuant to
10 the contract, six different phases in which the
11 residential portion of phase two would be developed?

12 A. Not exactly.

13 Q. What exactly are you planning?

14 A. I don't know what we're planning yet. We're
15 waiting to see how this lawsuit plays out. We are -- we
16 have buy-right zoning to do it the other way, to go with
17 the more high -- that's not -- we're not emotionally
18 attached to that, but financially it may change the
19 direction we go. The market is flooded right now. So I
20 cannot tell you that it will be that. I have no clue.
21 That's up to Mr. Porter's decision, not mine. He is the
22 developer. It's normal and customary to have a developer
23 and a different owner and a builder. It's just not my
24 decision. I don't have that right.

25 Q. When you say you're waiting for this lawsuit to

1 be determined, isn't it correct that you have already
2 actually closed on the first of the phases, subdivided it,
3 and are in the process of actually moving forward with the
4 development of that phase?

5 A. Partially. We did -- I mean, we can't be held
6 at bay for years. It's been, I don't know, three years
7 we've been waiting on this project. I have three houses
8 in the back, that I've been building, that I feel like --

9 I mean, there's a cloud over the property. With a
10 lawsuit, you should -- even though I don't know if it's
11 ethical, I'm not going to sell somebody something and not
12 tell them that you don't know who's in control. We've
13 slowed those houses down. I'm talking about \$2,000,000
14 worth of houses.

15 I don't know what we're going to do with that
16 property up front. That part we did just close on, I'm
17 waiting to see what Tony wants to do with it. He can,
18 right now, flip a switch, or Mr. McNeal; he can flip a
19 switch, and change it and go a different direction. I
20 still want this -- I would love to see it, because I'm
21 emotionally attached to it, also. I would love to see a
22 newism [phonetic].

23 We went to Seaside, Florida. We all -- we took
24 a trip to Seaside, Florida, looked at -- that was one of
25 the first projects that Mitch Graham [phonetic] and those

1 boys did; came up here and did New Point. It's the
2 catalyst for all that. Port Royal would love a town
3 center. That's what we would love to have. But there
4 comes a point in diminishing returns, when you own a
5 company, you've got to figure out what you're going to do.
6 It's not profitable to continue on this path.

7 Q. When you say you don't know what you're going to
8 do with the land that you've already closed on, isn't it a
9 fact that you've already subdivided it into twenty lots
10 and sold five of them?

11 A. One of my investors has twenty lots. We can --
12 I mean, if the judge asked me to sign me something, then
13 we would be bound to do whatever she agreed upon. But if
14 she lets us go -- if she says that the developer is still
15 in control, we may change it if this doesn't go in that
16 direction, or if they separate them out.

17 I don't know. I don't have that answer, you
18 know. I mean, to tell you that I know exactly what we're
19 going to do today, don't have that ability. The market is
20 flooded with our priced houses right now, so it's not in
21 our best interest to go on with 350- to 800,000-dollar
22 houses. We are emotionally attached to it. Can't answer
23 that question.

24 Q. Take a look, if you would, at Exhibit 48. Do
25 you recognize that as a subdivision plat filed by you with

1 regard to this first takedown of lots or the first
2 takedown of land within what we've called phase two of the
3 Wright's Point Plantation?

4 A. Yes, I do recognize it.

5 Q. Now, with regards to the installation of the
6 utilities or the other work of actually subdividing and
7 developing this land into lots for sale, are the expenses
8 of that work being paid by your company?

9 A. Partially.

10 Q. Okay. Who else is paying those expenses?

11 A. The bank.

12 Q. Okay. When you sell these twenty lots, do you
13 hope to do so at a profit?

14 A. We have no intention to sell the lots without a
15 profit. I couldn't stay in business doing that.

16 Q. Okay.

17 A. And we have no intention of selling lots. What
18 Mr. Porter's vision has always been is to do house-lot
19 combos. He wants to maintain the streetscapes. He wants
20 to maintain -- we're not going to go sell lots off the
21 street. We're going to try to pick houses that fit each
22 house, move around -- you know, try to work around the oak
23 trees, and maintain a neat neighborhood.

24 Q. Are all of the profits or losses, that relate to
25 the subdivision of the land depicted on Exhibit 48,

1 profits or losses that would enure to you or your company?

2 A. Say that one more time.

3 Q. Does anybody have any --

4 A. 48?

5 Q. -- interest in the profits or losses of your
6 company, other than you?

7 A. Absolutely. The bank; my wife.

8 Q. If there is a profit in selling or in building
9 spec homes upon the lots depicted on Exhibit 48, can we at
10 least agree that whatever profit that is will be the
11 profit of your company?

12 A. It's the profit of my company or whoever
13 invested in me. Correct.

14 Q. Or whoever in the future may invest with you?

15 A. Absolutely.

16 Q. Okay. What is -- okay. Take a look, if you
17 would, at Exhibit 49. Do you recognize that as a true and
18 correct copy of a deed from B. McNeal Partnership to
19 Richard Radcliff Homes, Inc., conveying the property
20 described on the plat in Plaintiffs' Exhibit 48?

21 A. Yes.

22 Q. And was that deed conveyed to you October 27th
23 of 2007?

24 A. Yes. We just closed on it.

25 Q. Take a look, if you would, at Exhibit Number 50.

1 A. Take a look at Exhibit 50. Next one.

2 Q. Do you recognize that as a plat that you filed
3 in connection with that same real estate?

4 A. No. Actually, I think the attorney filed this
5 one.

6 Q. Do you at least recognize that this is a plat
7 prepared for or on your behalf, and filed in Beaufort
8 County, in connection with the same real estate?

9 A. Sure.

10 Q. And was that plat dated the same -- or dated the
11 same day as the conveyance of the real estate to you or to
12 your company?

13 A. Thereabouts.

14 Q. Take a look, if you would, at pages 2 and 3.
15 Can we agree that those pages show, in a blown-up fashion
16 in bigger fonts, the language that appears on page 1 of
17 Exhibit 50?

18 A. It is part of that, sure.

19 Q. Okay. I note on page 2 that this plat says that
20 it supercedes two plats erroneously filed prior to
21 obtaining ownership. Do you see that?

22 A. [No response]

23 Q. Do you see under the first note where it says
24 that this plat is being filed by the current owner to
25 supercede those plats filed in plat book 113 at page 180,

1 plat book 116 at page 82, and plat book 118 at page 46,
2 all of which were filed in error by a prospective
3 purchaser prior to a change in ownership?

4 A. That is a hundred percent correct.

5 Q. And were those three earlier plats all plats
6 that you caused to be filed --

7 A. Yeah. A small --

8 Q. -- concerning this land?

9 A. A small boo-boo.

10 Q. Pardon?

11 A. Yes. Made a mistake.

12 Q. What was the mistake?

13 A. Wasn't supposed to plat them.

14 Q. Was the mistake that you filed plats when you
15 weren't the record owner of the land?

16 A. That's correct.

17 Q. And does this plat then fix that problem and
18 have -- and this is the superceding plat?

19 A. That's up to the attorney. That's what I
20 paid. So I hope so.

21 Q. Okay. Now, I note the second note on the second
22 page of this exhibit says this plat supplements and amends
23 the master plan for Wright's Point as shown on plat book
24 64, page 150, as the same has been amended from time to
25 time in the public records of Beaufort County. Do you see

1 that?

2 A. Yes, sir.

3 Q. And this was a plat filed on your behalf; is
4 that correct?

5 A. You lost me in the transition. What --

6 Q. This plat was filed by you or on your behalf,
7 was it not?

8 A. In an attempt to buy some property. Yes.

9 Q. Would you agree that you're not the developer of
10 Wright's Point Plantation?

11 A. Absolutely not.

12 Q. And do you agree that you do not contend that
13 you are any sort of successor developer?

14 A. That's whoever Mr. Porter assigns.

15 Q. And he has not assigned you as a successor
16 developer, has he?

17 A. No, sir.

18 Q. By what right do you claim to be able to amend
19 the master plan for Wright's Point Plantation?

20 A. Mr. Porter and Mr. McNeal reviewed all these
21 documents and hoped to make the sale, and hired -- we
22 hired an attorney, hoped to get it correct. So, I mean,
23 I'm trying to buy dirt, and they're trying to sell dirt.
24 And I'm not being sarcastic. Please don't take it that
25 way. Hired an attorney to get my bank happy, to get to

1 the end result, so I can build some homes. I preferred
2 not to buy the dirt. I preferred it was just -- that
3 everything was all done and squared away. This lawsuit
4 has crunched their cash flow. I had the opportunity to
5 capitalize on it.

6 Q. Would you agree that the plat shown at book 64,
7 page 50, is the official plat for Wright's Point
8 Plantation as amended from time to time?

9 A. As amended from time to time.

10 Q. And by what right do you claim to be able to
11 amend the official plat of the Wright's Point Plantation?

12 A. I'm not amending the plat. That's done under
13 authorization of Mr. Porter. And I do want to say --

14 THE WITNESS: Isn't this the time we get to talk
15 after we answer the question?

16 THE COURT: You can respond to his question and
17 ask -- or explain it in any way you want.

18 THE WITNESS: Sure.

19 THE COURT: You may be cut off.

20 A. I survey property all the time that I don't own.
21 If there's a real estate attorney in here: they advise
22 their clients to get a survey, and they don't own the
23 property. I mean, you've got to get a survey at some
24 point in time. The larger the project, the more lead time
25 it takes to work out all the details.

1 If this had been going on for a while, you know,
2 we would have had all this worked out and executed as
3 well, if this lawsuit hadn't happened. It just so happens
4 it did happen, property values dropped, I had the
5 opportunity and the credit and cash. I surveyed -- I
6 mean, everybody knows the word due diligence. I'm trying
7 to do my due diligence to get -- you know, I mean, I
8 walked over to the courthouse two days ago. Somebody --
9 the judge needed some copies of plats. I can't operate
10 the machine. I said I needed some copies of plats, and
11 they gave it to me. Everything is on public record. I
12 mean, it's just -- it's not this big mystery. Covenants
13 are on public record, plats are on public record.

14 Q. [Mr. North] Can we agree that Exhibit 50 is not
15 a survey but is, in fact, a subdivision plat?

16 A. It was a -- it was a survey before it was a
17 plat. I'm not a licensed surveyor, mind you.

18 Q. Can we agree that you have not succeeded to all
19 of the land in Wright's Point Plantation that is the
20 subject of the covenants?

21 A. Sure we agree. I only bought that right there.

22 Q. Okay. And can we agree that you were designated
23 as a successor developer in the conveyance to you from Mr.
24 Porter?

25 A. Certainly.

1 Q. Pardon?

2 A. Certainly.

3 THE COURT: He has already testified twice to
4 that. He said he's not the developer, it was not given
5 to him. Keep going, Mr. North.

6 MR. NORTH: Your Honor, I wanted to use the
7 language of the covenants to make that point.

8 THE COURT: Mr. North, you have made your point.
9 Keep going.

10 Q. [Mr. North] Take a look, if you would, at
11 Plaintiffs' Exhibit 51. Is that also a plat that was
12 filed by you or on your behalf in connection with this
13 same twenty-acre parcel of property -- or twenty-lot
14 parcel of property?

15 A. There was a few errors. I'm not sure of the
16 exact transition of this, but I know we got a survey,
17 plats, whatever you want to call it. There were some
18 mistakes made, and they tried to correct them for closing.
19 I mean, I -- all I know is I've got the deed to whatever
20 twenty lots.

21 Q. Do you know what mistakes, if any, were
22 corrected by Exhibit 51?

23 A. No. I don't know all of them, no. I'm sorry.

24 Q. I notice in the title of this document that it
25 calls it a subdivision plat of formerly parcels D-1, D-2,

1 D-3, and right-of-way, becoming Wright's Point
2 subdivision. Do you see that?

3 A. Yes, sir.

4 Q. Is it your contention that the filing of this
5 plat makes these twenty lots part of the Wright's Point
6 subdivision?

7 A. Does it make them? No. They always were part
8 of Wright's Point subdivision. I mean, I -- according to
9 this evidence, this Wright's Point, as you went through
10 two days ago, is made up of a multitude of parcels. And
11 this is one of those pieces of parcels, parts or portions,
12 or whatever you want to call it. Pieces and parts.

13 Q. Are you aware that under section 2.03 of the
14 covenant, only the developer can develop and submit an
15 additional phase to the Wright's Point subdivision?

16 A. Yes, sir.

17 Q. Take a look, if you would, at Plaintiffs'
18 Exhibit 40. Do you recognize your signature consenting to
19 this supplemental declaration?

20 A. Do I have 40?

21 THE WITNESS: Do you have 40, ma'am?

22 THE COURT: 40 was from prior. He probably
23 doesn't have a copy of it.

24 THE COURT REPORTER: I have it.

25 [Whereupon, the court reporter proffers

1 documents to the witness]

2 THE WITNESS: Thank you, ma'am.

3 A. Okay. 40.

4 Q. [Mr. North] If you would take a look at the
5 last two pages. Do you recognize your signature
6 consenting to this supplemental declaration?

7 A. Yes, sir.

8 Q. Other than Mr. Tedder, who did you deal with in
9 connection with the preparation of this document?

10 A. I didn't prepare this document at all.

11 Q. Do you know who did?

12 A. David Tedder had it at the time of closing.

13 Q. Well, my question is do you know who prepared
14 it.

15 A. You need to ask David that. It was at closing.
16 It's something you've got to have at closing.

17 Q. Would you agree that in order to change the
18 covenants on land that is at that point in time titled in
19 your name or in the name of your company, that you would
20 have to impose those covenants on your land?

21 A. One more time.

22 Q. Are you aware that in order to impose covenants
23 on your land or to modify covenants on -- that would
24 govern your land, that you would have to actually make the
25 declaration or execute those covenants to bind your land?

1 A. No.

2 Q. Do you have any knowledge one way or the other
3 on that issue?

4 A. In my opinion, they were already subject to
5 that. That's all part of Wright's Point. It's all
6 already subject to that.

7 Q. I'm talking about the supplemental declarations
8 that purport to change or modify or add to the existing
9 covenants.

10 A. The way I understood it was this was some
11 corrections done to clarify some issues.

12 Q. What issues are you referring to?

13 A. I don't know, and I really don't care. I mean,
14 I'm not an attorney. I'm not going to spend time on it.
15 You pay somebody, you expect them, an expert in that
16 field, to point you in the right direction. I've been
17 dealing with David for a lot of years and so -- just like
18 I agreed to bind myself and my investor to whatever this
19 young judge comes up with for the twenty lots that you
20 keep claiming about.

21 Q. Take a look, if you would, again at Exhibit 48
22 and directing your attention to the area immediately
23 adjacent to the road inside of what people have referred
24 to as gates. Do you recall that in earlier plats of the
25 subdivision there was what some people call a buffer area

1 along the boundary?

2 A. I spoke to the surveyor who did that plat. If
3 you want to get it, I'll clarify it for you.

4 Q. Let me present to you the plat that's filed at
5 book 64, page 150. Is this plat sufficient for --

6 A. Yes, sir.

7 Q. -- your explanation?

8 A. Absolutely.

9 Q. And can we agree that this is the official plat
10 at that point in time?

11 A. Hope so. Show me the buffer that you're
12 referring to.

13 Q. I'm referring to the area that runs immediately
14 to the south of lot number one, up to the road within
15 phase one, across the road, and back toward the lot owned
16 by Pat Betz [phonetic].

17 A. And that's what you are claiming is a buffer?

18 Q. Yes. The buffer area where there's currently
19 vegetation and planting --

20 A. There's vegetation all over the subdivision.
21 But let me explain that for you. I'm not a surveyor, but
22 went and consulted one. There are no meets and bounds on
23 this. There's no -- there's no quantifying square footage
24 on that. There's no -- that's not a buffer area. To be a
25 buffer area, you would have to know exactly where it's at.

1 I mean, I was concerned about it. I'm like, they keep
2 talking about a buffer area. He goes, that ain't no
3 buffer area, that's just the phase one and phase two. If
4 you try to put all that verbiage over here, it would
5 overlap itself.

6 So that's all it is. It's just a separation.
7 If it was truly defined, you would have to have meets
8 and bounds and distances to know exactly what that was,
9 what -- how much square footage that is. There's nothing
10 there. Can you show me any square footage? No.

11 Q. My question --

12 A. No meets and bounds.

13 Q. -- can we agree that this area that we're
14 talking about is delineated on the official plat as phase
15 one?

16 A. That this is phase one?

17 Q. No. That this buffer -- the thing I'm calling a
18 buffer area that runs along lot number one and immediately
19 adjacent to the road in the area of the gates is
20 delineated on this official plat as phase one.

21 A. Absolutely not.

22 Q. You don't agree that phase one is printed in two
23 different places in that buffer area?

24 A. But that doesn't mean that that area is phase
25 one. And I just told you a minute ago. Listen one more

1 time. You couldn't put this verbiage over here, because
2 it overlaps. That's just there. There's no dotted line
3 here. There's no -- that's not -- no. That's ludicrous.
4 Phase one is that right there. This solid line -- see
5 that solid line -- that's phase one, sir.

6 Q. Would you agree that the plat that you have
7 filed has taken this area that I'm calling a buffer area
8 and put it into your subdivision?

9 A. Well, I will say --

10 MR. BAILEY: Excuse me, Judge. I object to
11 that. He doesn't have a subdivision.

12 MR. NORTH: He just filed a subdivision plat
13 subdividing parcels.

14 THE COURT: I understand what he's talking
15 about, regardless of what he calls it.

16 MR. BAILEY: I was just concerned about the
17 verbiage for the record, Your Honor.

18 THE COURT: And I appreciate that, and it's
19 noted for the record, and I understand what he is
20 talking about.

21 Q. [Mr. North] Can you agree that that land has
22 now been made by your plat as a part of phase two and
23 included within the land that you have recently closed
24 upon?

25 A. Just to be clear: not phase one; phase two.

1 referred to, or that I am referring to as a buffer area,
2 has basically been usurped from phase one and from the
3 association and taken away by the filing of subsequent
4 plats?

5 A. You can't take away what you never had.

6 Q. I understand that's your contention. My
7 question is, are you aware that there are property owners
8 within phase one that feel that that buffer area -- and
9 subject to an easement, if it exists -- if a buffer area
10 exists, it's subject to an easement. But are you aware
11 that the homeowners, or some of them, contend that that
12 has been taken by you?

13 A. If you say so. Now, can I ask you a question?
14 If it is a buffer, why wouldn't it say on the plat,
15 buffer? Just out of curiosity.

16 Q. I can't answer that for you.

17 A. Okay.

18 Q. Take a look, if you would, at Plaintiffs'
19 Exhibit 52. Do you have that in front of you?

20 A. Yes, sir.

21 Q. Is that a true and correct copy of a deed from
22 you to JBB Holdings, LLC, conveying five lots within your
23 twenty-lot platted area --

24 A. Yes.

25 Q. -- for a sum of \$350,000?

1 A. Yes, sir.

2 Q. Who is JBB Holdings, LLC.?

3 A. A friend of mine, Jane Bruce Brooker.

4 Q. Who?

5 A. A friend of mine, Jane Bruce Brooker.

6 Q. Jane Bruce?

7 A. Uh-huh.

8 Q. Do you know what use of those five lots will be
9 made by JBB Holdings, LLC.?

10 A. Again, not until this lawsuit is over.

11 Q. Take a look, if you would, at Exhibit 53. Do
12 you recognize that as a true and correct copy of an
13 agreement executed by yourself, Richard Radcliff Homes,
14 Inc., and JBB Holdings, Inc., whereby all parties have
15 agreed to be bound by the Court's judgment in this case?

16 A. Yes, sir.

17 Q. Take a look, if you would, at Exhibit 55. Do
18 you recognize that as a letter from -- or to Mr. Tedder
19 sending to him the executed supplemental declaration on
20 February 28th of 2007?

21 A. I have the document.

22 Q. Do you recognize that as a document to Mr.
23 Tedder enclosing the signed supplemental declaration being
24 forwarded from Jimmy and Tony Porter?

25 A. Okay.

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1 Q. What is Peerless Development Group?

2 A. I have no clue. I assume it's one of Mr.
3 Porter's companies, or his father, or a combination.

4 Q. Take a look, if you would, at Exhibit 54. Do
5 you recognize that as a true and correct copy of a bank
6 resolution executed in connection with obtaining financing
7 from Palmetto State Bank?

8 THE COURT: That is --

9 MR. BAILEY: Are you --

10 THE COURT: That's not what I have, sir.

11 MR. NORTH: Plaintiffs' Exhibit 54?

12 THE COURT: Is the agreement to buy and sell,
13 that we went over at length already.

14 MR. NORTH: Oh. I see.

15 THE COURT: Number 56?

16 MR. NORTH: Yes.

17 THE COURT: All right.

18 Q. [Mr. North] Mr. Radcliff, take a look at 56 so
19 we can make that point real clear. Is 56 a bank
20 resolution?

21 A. I think so. All right.

22 Q. I want to make sure, though, that we haven't
23 gotten our numbers mixed up. The original of 54 -- of the
24 bank resolution I hope now is showing 56.

25 THE COURT: Plaintiffs' 56.

1 MR. NORTH: Okay.

2 MR. BAILEY: Again, Your Honor, he's referring
3 to it as a bank resolution. It appears to me to be a
4 corporate resolution for this corporation.

5 THE COURT: Thank you.

6 Q. [Mr. North] Mr. Radcliff, do you recognize
7 Exhibit 56 as a resolution executed by you, in connection
8 with your bank financing, to complete the transactions
9 that we've previously discussed?

10 A. Sure.

11 Q. Does this resolution indicate that the loan is
12 being obtained to complete the infrastructure in phase two
13 of the Wright's Point subdivision?

14 A. Sure.

15 Q. Describe for me the infrastructure that you'll
16 be doing in phase two of the Wright's Point subdivision.

17 A. Under Tony's direction, we are putting in the
18 necessary utilities.

19 Q. Are you building the roads?

20 A. Not at the present time.

21 Q. Do you contemplate, as a part of your work,
22 building roads, installing the infrastructure, and the
23 other things necessary to develop phase two, the
24 residential portion of phase two?

25 A. To get it from A to Z to build homes -- I mean,

1 if you want to use the word develop. I know what you're
2 trying to do, but --

3 Q. Is the answer yes?

4 A. I said yes.

5 Q. Okay.

6 THE COURT: Could I have Number 56 back --

7 THE WITNESS: Yes, ma'am.

8 THE COURT: -- that I gave you, do you mind,
9 just so I've got a complete set? Thank you.

10 THE WITNESS: I've probably got it, I just --

11 Q. [Mr. North] Take a look, if you would, at the
12 Exhibit 57. Is that a true and correct copy of a loan
13 commitment letter to you in January of 2007?

14 A. [No response]

15 Q. Do you recognize that, Mr. Radcliff?

16 A. I do.

17 Q. Under loan number one, I note that it's referred
18 to as an acquisition and development loan. Do you see
19 that?

20 A. I sure do.

21 Q. And I noticed that the purpose of the loan has
22 been redacted. Do you see that?

23 A. I hope so.

24 Q. What was the purpose of the loan?

25 A. I believe that's why they redacted it.

1 Q. But I'm asking you what the purpose of the loan
2 was.

3 A. It's got some financial information in there, so
4 I'm --

5 Q. Pardon?

6 A. It has -- it also has financial information in
7 there so, if possible, I'm going to skip on that.

8 Q. The other redactions may have to do with
9 financial information. I'm not asking about that. I'm
10 asking about what was redacted as the purpose of the loan.
11 And I'm not asking for anything having to do with money.

12 A. The bank kindly agreed to give me a loan to
13 purchase the property. And I could use monies, under my
14 credit limit, to put in improvements.

15 Q. Have you had discussions with Mr. McNeal to the
16 effect that he would assist and teach you the development
17 business?

18 A. We talk about building development, and Mr.
19 Porter, every day of our life. It's our job. I am a
20 builder. That's what my license is, and that's what I
21 enjoy doing.

22 Q. Okay. Is it fair to say, though, that with
23 regard to the contract to take down the various
24 residential portions of phase two, that the reality is
25 that you're going to be doing the work of development

1 without regard to whether it's under Tony Porter's
2 overseeing it?

3 A. Development is much more than that. And
4 I'm doing the nuts and bolts. I'm just doing the leg
5 work: water, road, sewer.

6 Q. And subdivision. You're subdividing the lots.

7 A. Mr. Porter and Mr. McNeal are doing the
8 subdividing.

9 Q. And you're selling the lots, are you not?

10 A. No. We're not going to sell lots.

11 Q. You're just going to build spec homes on all of
12 the lots?

13 A. That's what we hope to do. That's what we --
14 that's what we hope to do.

15 Q. Take a look at Exhibit 58. Do you recognize
16 that as a true and correct copy of your deposition from
17 September 9, 2005?

18 A. Okay. Got it.

19 Q. Do you recognize that as a true and correct copy
20 of your deposition from 2005?

21 A. Sure.

22 MR. NORTH: Your Honor, I have no further
23 questions at this time.

24 THE COURT: Thank you. Mr. Bailey? Actually,
25 if you don't mind, let's go ahead and take about ten

1. THE COURT: All right. Mr. Radcliff, I will
2 remind you, sir, you are still under oath.

3 THE WITNESS: Yes, ma'am.

4 THE COURT: All right, Mr. Bailey.

5 MR. BAILEY: Mr. Radcliff, I'll try to be pretty
6 brief.

7 CROSS-EXAMINATION

8 BY MR. BAILEY:

9 Q. First of all, you've used the term -- you said
10 that you are a builder?

11 A. Yes, sir.

12 Q. Okay. Are you a licensed general contractor in
13 the state of South Carolina?

14 A. Yes, sir.

15 Q. How do you hold your license?

16 A. Individually.

17 Q. Why is that?

18 A. LLR does not license corporations, and they
19 license an individual. The same thing with attorneys and
20 everybody else in the world.

21 Q. And under the covenants, you're aware that the
22 term builder has a specific definition, are you not?

23 A. Absolutely.

24 Q. Okay. Do you fit that definition?

25 A. Absolutely.

1 Q. Have you in fact purchased your property, that
2 is, the lot, a lot, in Wright's Point, phase one, directly
3 from Mr. Porter the developer?

4 A. Yes, sir.

5 Q. At the time you purchased that lot, were you
6 familiar with and aware of the restrictive covenants in
7 place for that?

8 A. Absolutely. Consulted an attorney.

9 Q. And with regard to the property, when it was
10 marketed to you for sale, what was your understanding of
11 the situation as far as phase one versus the entire
12 property?

13 A. Phase one was one of multiple phases, planned to
14 be a walking community.

15 Q. Did that affect your decision to purchase?

16 A. Absolutely.

17 Q. Okay. What was your purpose in buying the
18 initial lot you bought in phase one?

19 A. Investment.

20 Q. Okay. Did you ever intend to construct a home
21 there to live in?

22 A. I had a home planned at Polowana Island.

23 Q. Are you a permanent resident of Wright's Point?

24 A. Yes, sir.

25 Q. Where do you live?

1 one of the Wright's Point subdivision.

2 Q. Okay. And what are the structures on there? Do
3 you know anything about them?

4 A. Yes, sir.

5 Q. Tell us about them.

6 A. The picture off to the top left is lot forty.
7 It's an Eric Mozer [phonetic] design, building for resale,
8 or for sale, fifty percent complete -- fifty percent
9 complete. The one in the middle is -- I mean, is lot
10 twenty-five, probably about sixty-five percent complete.
11 The one at the bottom is lot -- there are two on the
12 bottom, excuse me, is lot thirty, the river-view cottage
13 subdividing plan, also for -- you know, we're going to
14 market it. We haven't marketed it yet because -- they're
15 not even for sale right now. We're worried about this
16 cloud on the title. I mean, if there is. I mean, I just
17 -- I want to get it over with so I can sell with a clear
18 conscience, to somebody, what the subdivision is.

19 Q. Okay. And these are houses that you presently
20 own and/or constructing?

21 A. The bank.

22 Q. The bank.

23 That you or your company is constructing; is
24 that correct?

25 A. Yes, sir.

1 THE COURT: We are well aware. The Court is
2 very well aware of Centex Homes.

3 Q. [Mr. Bailey] All right. And this particular
4 subdivision that you -- excuse me -- the additional phase
5 that you're doing, this is the area that was shown
6 conceptually, I believe?

7 A. Absolutely.

8 Q. Is that pretty much the same as the initial
9 submission that you made to Port Royal but what you made
10 was a conceptual submission?

11 A. Absolutely.

12 Q. So then when you had actually platted it out
13 into individual lots, if you compare the conceptual with
14 the actual lots, it turned out to be a little different,
15 didn't it?

16 A. Yes, sir.

17 Q. Okay. And that's one of the reasons that you
18 need to actually do the platting?

19 A. Yes, sir.

20 Q. And, again, all of that would have been done
21 pursuant to Mr. Porter's direction?

22 A. Absolutely.

23 Q. One other thing that you said in your testimony,
24 that I thought was interesting, that I wanted to follow
25 up. Let me get this straight. You said you're friends

1 A. Absolutely.

2 Q. Were they interested in selling it before this
3 lawsuit?

4 A. No.

5 Q. Before this lawsuit, was it their intent to
6 actually do the building, marketing, and selling?

7 A. Absolutely.

8 Q. And were you to be the person primarily in
9 charge of the building?

10 A. Yes, sir.

11 Q. And that was to be a contract basis?

12 A. Yes, sir.

13 Q. You were not to share any -- or participate in
14 any profits or losses or anything like that?

15 A. Fixed.

16 Q. So as it is now, as I understand it, what your
17 agreement is is that you have purchased a parcel of
18 property just outside of phase one, which has now been
19 platted into lots and which you intend to proceed to
20 development -- not development, but to construct homes on
21 and to market; correct?

22 A. Yes, sir.

23 Q. All right. And the profits from that will be
24 solely yours; is that correct?

25 A. Yes, sir.

1 Q. In order to do that, as I understand it, you
2 said that you had to deal with Mr. Porter and to get his
3 permission as to following his overall plan?

4 A. Yes, sir.

5 Q. And you said you felt that the property was
6 always part of Wright's Point Plantation and the
7 restrictive covenants relating to Wright's Point?

8 A. According to the RMC office it is.

9 Q. And is that your understanding, as well?

10 A. Yes, sir. I'm sorry. I apologize.

11 Q. If you buy this property -- just so I'll
12 understand it: if you buy the next tract or whatever of
13 parcel of property from Mr. McNeal, will you also have to
14 deal with Mr. Porter on that and make sure that whatever
15 construction or improvement is done with that will be
16 subject to his approval?

17 A. Absolutely.

18 Q. Has Mr. Porter indicated anything to you that he
19 intends to do a high-density such as Centex, or sell -- or
20 to allow you to sell to somebody like Centex?

21 A. No, sir.

22 Q. If you, Mr. Radcliff as a professional builder
23 and investor in this particular project, had had any idea
24 that a group of these homeowners would attempt to take
25 over the association like this, would you have purchased

1 your property there?

2 A. Never happen.

3 MR. BAILEY: Thank you. That's all I have.

4 THE COURT: Mr. North.

5 REDIRECT EXAMINATION

6 BY MR. NORTH:

7 Q. Mr. Radcliff, you mentioned six different lots
8 that your company -- or you or your company own in phase
9 one; is that correct?

10 A. Myself and my investor, yes.

11 Q. And when you say your investor, what are you
12 talking about?

13 A. The young lady I spoke of before, Jane Bruce.

14 Q. Do you have an ownership -- how is the land
15 titled?

16 A. It's titled in her name.

17 Q. Okay.

18 A. Deeded.

19 Q. Okay. You have lots -- let me back up. None of
20 those lots were acquired directly from the developer, were
21 they?

22 A. Yes, they were. Lot twenty was purchased from
23 Mr. Porter.

24 Q. Isn't lot twenty the lot that you own personally
25 in your own name?

1 A. I'm not following what you're trying to ask.

2 Q. Take a look, if you would -- or let me hand
3 you -- I'm handing you what has been marked as Plaintiffs'
4 Exhibit 45. Do you recognize that as a true and correct
5 copy of the deed from Mr. Porter to you, personally,
6 conveying lot twenty?

7 A. Certainly.

8 Q. Now, ignoring lot -- and we've already discussed
9 lot twenty in the context of your ownership personally.
10 With regard to other lots in phase one that your company
11 may own, how many does your company own?

12 A. At the present time -- in phase one?

13 Q. Yes.

14 A. That would be three.

15 Q. Three. And were all of those lots acquired from
16 McRay and Stultz?

17 A. No.

18 Q. Okay. Were all of those lots acquired from a
19 seller other than Tony Porter?

20 A. Yes.

21 Q. So can we agree that those lots are not subject
22 to this issue in the case concerning what is or is not a
23 builder?

24 A. No.

25 Q. You don't agree with that?

1 A. McRay and Stultz is a development company, a
2 building company. They build and develop. And I got it
3 from them. I'm not sure how that applies, but -- how that
4 chain applies, but -- so the answer is I don't know.

5 Q. Mr. Radcliff, I'm going to read to you the
6 definition of builder under the covenants. Under section
7 1.05 it says: builder shall mean any person or legal
8 entity engaged principally in the business of construction
9 of structures to whom the developer sells or has sold one
10 or more lots.

11 Would you agree that the only lot in which you
12 or your company has an interest, that was acquired from
13 the developer, is lot twenty?

14 A. If you want to take that context, sure.

15 Q. Okay. With regard to Exhibit 54, am I correct
16 in understanding that that agreement was given to your
17 bank, in connection with your request for a loan from the
18 bank, to loan you money to create and build out the
19 infrastructure?

20 A. May I have 54?

21 Q. Sure you can. It's the agreement between McNeal
22 Partnership, LP, and your company.

23 THE WITNESS: Thank you, ma'am.

24 [Whereupon, the witness reviews documents]

25 A. Okay, sir. No. That's not 54.

1 A. I don't know.

2 Q. You testified that all of this platting was done
3 pursuant to the directions of Tony Porter; is that right?

4 A. Yes, sir.

5 Q. Were you here in court yesterday?

6 A. Yes, sir.

7 Q. Did you hear Mr. Porter testify that he didn't
8 even read every word of your supplemental declaration and
9 simply trusted you and Mr. McNeal to do what was right?

10 A. That's what he said.

11 MR. NORTH: I have no further questions, Your
12 Honor.

13 THE COURT: Mr. Bailey?

14 MR. BAILEY: No questions, Your Honor.

15 THE COURT: Thank you, Mr. Radcliff.

16 THE WITNESS: Thank you, ma'am.

17 THE COURT: You may step down, sir.

18 [Whereupon, Mr. Radcliff is excused and exits
19 the witness stand]

20 THE COURT: Call your next witness.

21 MR. NORTH: Mr. McNeal.

22 THE COURT: Mr. McNeal, please come forward to
23 be sworn, sir.

24 [Whereupon, Mr. McNeal takes the witness stand]

25 [Whereupon, Mr. McNeal is duly sworn by the

1 EDWARD BLOCKER, M.D.,

2 Having Been First Duly Sworn,

3 was Examined and Testified as Follows:

4 DIRECT EXAMINATION

5 BY MR. BAILEY:

6 Q. Give us your full name, please.

7 A. It's Edward Riley Blocker.

8 Q. Mr. Blocker, you actually are a licensed
9 physician, are you not?

10 A. Right.

11 Q. You're an orthopaedic surgeon?

12 A. Yes.

13 Q. Okay. And do you reside, Dr. Blocker, in phase
14 one of Wright's Point Plantation?

15 A. I do.

16 Q. From whom did you purchase your property?

17 A. Wayne Webb.

18 Q. Okay. And was Mr. Webb the broker in charge for
19 Mr. McNeal's realty company at that time?

20 A. I believe so, yes.

21 Q. Did Mr. Webb go through with you, before you
22 purchased the property, the overall plans for this
23 particular development?

24 A. Yes.

25 Q. And with regard to that presentation that he

1 that's what I've been maintaining.

2 MR. NORTH: Okay. I have no further questions.

3 MR. BAILEY: One final question.

4 REDIRECT EXAMINATION

5 BY MR. BAILEY:

6 Q. Let me show you a document.

7 MR. BAILEY: Again, I apologize, Your Honor. I
8 wasn't aware I was going to be using these --

9 THE COURT: Don't worry about it.

10 Q. [Mr. Bailey] Do you recognize that, Dr.
11 Blocker?

12 A. Yes.

13 Q. Is that a letter that you wrote in April of 2004
14 to Mr. Cullen?

15 A. That's correct.

16 Q. And is that a letter in which you made it clear
17 to him that you were withdrawing any type of support,
18 financial or otherwise, to his group and their aims with
19 regard to this development?

20 A. That's correct.

21 MR. BAILEY: Thank you. We would ask that that
22 be marked. Your Honor, I'll provide you with copies.
23 It will be 22.

24 THE COURT: Yes, sir.

25 MR. BAILEY: I apologize for not having a copy.

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J. BENNETT MCNEAL,
Having Been Previously Sworn,
was Examined and Testified as Follows:
DIRECT EXAMINATION
BY MR. NORTH:
Q. Please state your name and address.
A. Bennett McNeal,
Q. What is your occupation?
A. Real estate.
Q. Can you be a little more specific in terms of
the scope of that?
A. I'm a real estate investor, a real estate
developer.
Q. Are you the owner of McNeal Realty?
A. No, sir.
Q. Who's the owner of McNeal Realty?
A. I don't think it exists anymore, but Wayne
Webb -- I sold it to Wayne Webb.
Q. Okay. Is there a new brokerage firm that's
being operated by Mr. Webb?
A. Yes, sir.
Q. What's the name of that?
A. I think it's Neighborhood Realty.
Q. Am I correct in understanding that the business
of McNeal Realty was then sold to Mr. Webb?

1 A. Yes, sir.

2 Q. And prior to that sale was Mr. Webb the broker
3 in charge for McNeal Realty?

4 A. Yes, sir.

5 Q. And did you own all of McNeal Realty?

6 A. Yes, sir.

7 Q. And Mr. Webb -- was he the individual that was
8 here for the first two days of the trial?

9 A. Yes, sir.

10 Q. And is he the individual on behalf of McNeal
11 Realty that handled the marketing of phase one of the
12 Wright's Point development?

13 A. Yes, sir.

14 Q. Were you here for the testimony of Tony Porter?

15 A. Yes, sir.

16 Q. Would you agree that you found the Wright's
17 Point real estate transaction that Tony ultimately entered
18 into?

19 A. Yes, sir.

20 Q. Do you agree that in consideration of finding
21 that deal, you got four waterfront lots and the land
22 outside of phase one?

23 A. Yes, sir.

24 Q. Have you since sold the four lots?

25 A. Yes, sir.

1 Q. And were the proceeds of those lots your own
2 money and in your own pocket?

3 A. Yes, sir.

4 Q. I would like to give you some exhibits if I
5 could.

6 MR. NORTH: I would also like to deliver to the
7 Court some new exhibits.

8 [Whereupon, Mr. North proffers documents to the
9 Court]

10 THE COURT: Thank you.

11 Q. [Mr. North] Mr. McNeal, if you would take a
12 quick look at Exhibits 22 and 23. Do you recognize those
13 as copies of the deeds that you received from Mr. Porter
14 conveying partial deed of Wright's Point Plantation to you
15 in 1999?

16 A. Yes, sir.

17 Q. And if you would take a quick -- and just to
18 clarify: am I correct in understanding that you didn't
19 have to, in closing, pay any money for that conveyance,
20 that it was transferred as your share or your
21 consideration in finding the deal for Tony?

22 A. Yes, sir.

23 Q. And was that land later conveyed to B. McNeal
24 Partnership L.P.?

25 A. Yes, sir.

1 Q. And is that how the land is currently titled
2 today?

3 A. I believe so.

4 Q. Is B. McNeal Partnership L.P. a family
5 partnership --

6 A. Yes, sir.

7 Q. -- made up of your own personal family members?

8 A. Yes, sir.

9 Q. Am I correct in understanding that Mr. Porter
10 has no ownership in that entity?

11 A. You're correct.

12 Q. Take a quick look, if you would, at Exhibits 32
13 and 33. Do you recognize those as deeds from Jimmy Porter
14 conveying partial deed to you in 2002?

15 A. That appears to be correct.

16 Q. Do you recall that partial deed has been held by
17 Jimmy Porter as collateral for loans made to Tony Porter?

18 A. I'm not sure what their arrangement was, but I
19 would assume that's what happened.

20 Q. Am I also correct in understanding that at
21 closing in 2002, you did not have to pay any additional
22 monies for partial deed and that was part of the original
23 deal for your consideration in finding the Wright's Point
24 transaction?

25 A. Yes, sir.

1 Q. Do you recall that sometime in 2003 Tony Porter
2 moved to North Carolina?

3 A. I don't remember exactly when it was, but I
4 remember he started spending more and more time up there.

5 Q. Okay. Would it be fair to say that after Tony
6 moved his residence to North Carolina that you wrapped up
7 whatever had to be done in phase one?

8 A. I helped him finish up some items, yes.

9 Q. Okay. Would you agree that in 2003, with the
10 exception of the two lots held by Tony Porter's trust, all
11 of the other lots had been conveyed to third parties?

12 A. I don't know that.

13 Q. Would you agree that all of the income and
14 expenses of developing phase one was on Tony's tax
15 returns?

16 A. I think that's probably true. I probably had
17 some money involved in it, but I couldn't tell you what it
18 is. We were running an office together, and bills were
19 coming in and, you know --

20 Q. So I am correct in understanding that all the
21 profits from phase one were profits for Tony?

22 A. Yes, sir. If there were any.

23 Q. Are you familiar with what people have called
24 the official plat for phase one?

25 A. Yes, sir.

1 Q. Okay. I'm showing you what has been filed at
2 book 64, page 150. Do you recognize that as the original
3 plat referenced in the covenants of Wright's Point?

4 A. I believe that's right. I've been listening to
5 all this, and there were some revisions and I don't know
6 if that's the first one, last one, or what. But that's --

7 Q. Okay. Do you have any knowledge of any lots
8 platted into the Wright's Point development other than --
9 that are not reflected on this plat filed at 64, page 150,
10 other than the twenty lots that recently were subdivided
11 and platted by Mr. Radcliff?

12 A. No, sir.

13 Q. Would you agree, then, that your contention is
14 as of today there are sixty-four lots within the
15 development?

16 A. Yes, sir.

17 Q. And would you agree, then, that there are sixty-
18 four members of the association?

19 A. Well --

20 Q. Let me clarify when I say member. I realize
21 that some people can own two lots. But would you agree
22 that the membership of the association is made up of the
23 owners of those sixty-four lots?

24 A. Yes, sir.

25 Q. Do you claim to be the developer of any portion

1 of Wright's Point Plantation?

2 A. No, sir.

3 Q. Do you claim to be the successor developer of
4 Wright's Point?

5 A. That will be up to Mr. Porter.

6 Q. But as of today do you claim to be the successor
7 developer?

8 A. I don't make any claims today.

9 Q. Would you claim to be the developer of any part
10 of the land you own in phase two of Wright's Point?

11 A. Not today.

12 Q. Do you have plans to become the developer of
13 phase two?

14 A. If Tony were to say, Bennett, I want you to
15 become the developer. Out of a courtesy to him, and I've
16 got an invested interest, I would say sure. Only if I
17 knew that we weren't going to go back through this in a
18 year or two, though. If that was the case, I'm out of
19 here.

20 Q. Have you ever assumed any of the legal
21 responsibilities for phase one?

22 A. Yes, sir.

23 Q. What have you assumed?

24 A. I've paid some of Joel's -- some of Mr. Bailey's
25 bills. I don't know today how much it is. I don't have

1 it in front of me.

2 Q. Okay. With that exception, have you assumed any
3 of the legal responsibilities of the developer for phase
4 one?

5 A. I don't believe we've had any other -- Tom
6 Michaels I think has been paid primarily out of the
7 homeowner's association checkbook. I'm not sure if I've
8 paid him any on the side, either. Tom handled -- has
9 handled all the ARB items for us, the suit against Mr.
10 Gray and Mr. Corriveau and so forth -- sort of a side
11 issue.

12 Q. Without regard to what you may have voluntarily
13 paid or contributed on various matters, have you ever
14 assumed any of the legal obligations of the developer for
15 phase one of the development?

16 A. I don't know that I understand your question.

17 Q. Have you -- you understand that the developer
18 could possibly have duties and obligations as the
19 developer of phase one?

20 A. Right.

21 Q. Have you ever assumed any of those duties and
22 obligations from a legal standpoint?

23 A. Tony and I have --

24 Q. Become personally responsible for them?

25 A. Tony and I have an agreement to -- not written,

1 but I mean if Tony said, hey, we've got something just
2 popped up here, it's going to be a 50,000-dollar item,
3 would you help me with it, or what do we need to do about
4 it, I'll certainly, if I can, jump in and do my part.
5 He's been a good partner.

6 Q. So are you saying that you have some gentleman's
7 agreement where if there is something going on with phase
8 one, you'll take care of it?

9 A. Well, I'll help. I'll do what I can.

10 Q. Have you served as the president of the
11 homeowner's association since the very beginning?

12 A. I don't believe so. I think Tony appointed me
13 when he left town, or, you know, I sort of assumed some of
14 the duties.

15 Q. Okay. So you're saying that at the point in
16 time Mr. Porter moved to North Carolina, you were
17 appointed as the head of the association?

18 A. I believe that to be correct. He would ask me
19 to do certain things for him, and, you know, I would
20 oblige him.

21 Q. And since that point in time, have you been in
22 charge of the architectural committee?

23 A. I've been a member of.

24 Q. Okay. Do you have any arrangement whereby Tony
25 is an equity participant in any part of phase two of

1 Wright's Point?

2 A. We have no written arrangement, no written
3 agreement. We have a moral agreement. I mean, I feel
4 like Tony deserves some of the proceeds if we can -- when
5 we get there.

6 Q. Do you remember testifying in your deposition
7 that you have no arrangement whereby Tony is an equity
8 participant in phase two?

9 A. He's not an equity. Not a written. There's
10 nothing written.

11 Q. Well, written or oral, would you agree that you
12 testified in your deposition that you have no arrangement
13 whereby Tony is an equity participant in phase two?

14 A. I must have misunderstood, because, you know, I
15 thought you said -- I don't even remember when we did the
16 deposition. That was -- I assumed that's what you were
17 asking at the time.

18 Q. Do you recall in your deposition testifying that
19 Tony has no responsibility for the expenses of phase two?

20 A. If that's what I said.

21 Q. Do you recall Bob Cullen going to you in the
22 April 2003 time frame with a list of concerns about the
23 condition of the neighborhood?

24 A. I had two or three or four meetings with Bob.
25 And I'll be honest with you, I don't remember when, where,

1 what, other than, you know, Bob was an impressive-looking
2 gentleman, he's very articulate, he's got a beautiful
3 house, he's retired, and he said I want to help, I want to
4 do some things. I said, absolutely; come on. And that's
5 sort of where we started.

6 Q. Did you give Mr. Cullen the paperwork for
7 Powahana [phonetic] to assist in getting the homeowners
8 association organized in any manner?

9 A. I think I gave him a copy of the bylaws. At the
10 time, our bylaws had been -- I don't know if they got lost
11 at Sherwood's, or stolen or what. But, you know, in order
12 to -- you know, as long as Tony and I are running the
13 neighborhood, we really don't have any bylaws. But
14 obviously it's a good thing to have, especially when you
15 start trying to run the organization has -- having a board
16 and having regular meetings and so forth. But I did. I
17 handed him some bylaws and I said, you know, we probably
18 need to work on this, see what you can do about it.

19 Q. And did you discuss with Mr. Cullen the fact
20 that there would then be some sort of homeowner's meeting
21 where they could elect officers and directors?

22 A. We -- I said we -- you know, we can hold a
23 meeting if you want to. I think where Mr. Cullen and I
24 had a misunderstanding is, you know, the control of the
25 neighborhood. You know, he started to thinking we need to

1 elect board members, we're going to take over, we're going
2 to run this forty-four unit phase one. And that's -- it
3 was just a misunderstanding, a big misunderstanding.

4 Q. Do you remember Bob Cullen telling you that he
5 didn't know anything about being involved in a homeowners
6 association?

7 A. I do not.

8 Q. Was it your understanding that Mr. Cullen would
9 take the Powahana [phonetic] set of bylaws and try to work
10 it into something that could be used for the homeowners
11 association?

12 A. I don't remember the details other than if we
13 needed some bylaws, let's try to rework them and, you
14 know, let's start trying to get everything organized and
15 start the long-term transition period. You know, that's
16 part of it.

17 Q. Had you discussed with Tony Porter the idea of
18 giving the homeowners more responsibility for handling the
19 headaches of the association?

20 A. I don't remember if I did or not.

21 Q. Do you remember talking to Bob Cullen about the
22 possibility of having Sherwood Fender revise the
23 covenants?

24 A. I don't remember that conversation.

25 Q. Take a look, if you would, at Exhibit 1.

1 A. [Reviews documents]

2 Q. Are you to that?

3 A. I've got it. Yes, sir.

4 Q. Okay. Do you remember getting Exhibit 1 in the
5 April 29th, 2003 time frame?

6 A. I'm embarrassed to tell you that I do not, but
7 if -- I probably did.

8 Q. Okay. And do you notice on here his statement
9 that the two of you should probably meet to nail down some
10 of the topics prior to the homeowners association meeting?

11 A. I see where that's typed on here.

12 Q. What recollection do you have about your
13 discussion about conducting a homeowners association
14 meeting?

15 A. I have no recollection of talking about the
16 meeting. I mean, these are things that needed to be done,
17 and he was willing and able. I can't remember if he said,
18 I'm going to get some of the other neighbors to help; or,
19 I can do this, you do that. I don't remember. But, you
20 know, those were things that needed to be done, and he was
21 willing to help see them get done. And I was excited
22 about that, to be quite honest with you.

23 Q. Take a look, if you would, at Exhibit Number 2.
24 Do you remember getting a copy of Exhibit Number 2?

25 A. Again, I'm embarrassed, but, no, I don't. But

1 it looks familiar. I don't remember getting it, though.

2 Q. Were you present when Mr. Cullen testified about
3 sending a copy of Exhibit 2 to the various homeowners in
4 the plantation?

5 A. Yes, sir.

6 Q. Do you remember telling Mr. Cullen that he
7 should get a hold of Bundy Management?

8 A. Absolutely. I had no -- I had no problem with
9 that.

10 Q. Okay. And am I correct in understanding you had
11 no problem if he got a list of the homeowners and called
12 them all and said, let's have a meeting?

13 A. None whatsoever. Not necessarily a homeowners
14 meeting to elect officers, though. You know, if they want
15 to have a meeting to talk about, you know, let's form some
16 committees and let's try to clean the place up or do this
17 or do that, I mean, that's what I had in mind.

18 Q. Is it fair to say that the misunderstanding that
19 you referenced is really Bob Cullen maybe making some
20 assumptions about officers and directors, when the
21 discussion really had to do with starting the long-term
22 transition and --

23 A. I think --

24 Q. -- having a meeting?

25 A. I think that was exactly the misunderstanding.

1 Q. Well, to be more specific, would you agree that
2 the dialog did involve something along the line of it
3 being time to start the long-term transition and calling a
4 homeowner's meeting but from your perspective it did not
5 include any consent or authorization to replace officers
6 and directors of the association?

7 A. That's correct.

8 Q. Now, in paragraph 2 of Exhibit 2, Mr. Cullen
9 states: in my discussions with Bennett McNeal, it is now
10 time for us to assume direct management and decision-
11 making for the neighborhood. How --

12 A. I see that.

13 Q. How would you characterize the discussion with
14 Mr. Cullen on that topic?

15 A. Well, just that I would be happy for the
16 members, the folks that live out there -- obviously, the
17 people that don't live there probably aren't going to be
18 very involved. But we just -- you know, at that time we
19 had how many houses, four or five houses, so we were just
20 getting rolling good. And, you know, I would be -- I
21 would be in favor of today forming committees, landscape
22 committees, welcoming committees, dock committees. You
23 know, we really don't have a lot of amenities there to
24 take care of but, you know, that type of thing, certainly.
25 I mean that's something -- they're out there twenty-four

1 seven. They could do a better job than I can do. I'm in
2 favor of that.

3 Q. Well --

4 A. Still am today.

5 Q. -- and that's a good point. At that point in
6 time Tony was gone, wasn't he?

7 A. I don't remember. He had a house there. He was
8 coming -- he built one of the first houses.

9 Q. I'm not saying he was gone forever, but at least
10 he was --

11 A. He was coming and going.

12 Q. -- coming and going. And you were in charge at
13 that point in time for at least --

14 A. I was helping him out.

15 Q. Okay. And do you remember Bob Cullen coming to
16 you with a laundry list of things, that he thought were
17 unsatisfactory in the neighborhood, and wanting you to do
18 something about it?

19 A. You're talking about Number 1, Exhibit Number
20 1, or --

21 Q. Well, I assume that that would be some of it.
22 But my question was really do you remember him coming to
23 you and saying, you know, we've got these problems that
24 need to be addressed, and wanting you to do something
25 about it?

1 A. I don't remember the -- like I say, I don't
2 remember the meetings and what was said and --

3 Q. Do you have any recollection of telling him,
4 fine, these are problems, but you need to get involved in
5 handling --

6 A. No, I don't think -- I mean, that doesn't sound
7 like something I would have said. I mean, certainly --
8 you know, like I'm not going to do it and you go do it. I
9 don't think that's --

10 Q. Okay.

11 A. But certainly if you've got the time and -- you
12 know, it seems like maybe he -- I don't remember if he
13 volunteered. You know, I had an old tractor out there,
14 for an example, and he said, I'll be happy to get on this
15 tractor and do some mowing, or something like that, you
16 know. So I said, well, he's a worker; he wants to get out
17 there, you know, and make it a better neighborhood.

18 Q. Would you agree with me that it would be a
19 little peculiar if Mr. Cullen sent a memo to all of his
20 neighbors saying that in his discussion with you, it's
21 time for the owners to assume direct management decision-
22 making, if he at that time didn't have that impression?
23 At least that was his impression.

24 A. He -- you know, like I say, he very well may
25 have had that impression. I'm not going to call him

1 a -- you know, say that he would just pull that out of
2 thin air. But that was not the directive I was -- it was
3 a misunderstanding.

4 Q. Do you recall Mr. Cullen telling you that --
5 well, first of all, do you recall getting a notice about
6 the homeowners actually getting together a meeting?

7 A. You know, I don't. I had so much going on.
8 Tony was -- you know, I almost cussed him a little bit for
9 putting this in my lap. No. I'm just kidding about that.
10 But I had so much going on, I don't remember. I really
11 don't.

12 Q. Do you remember being told at some point that
13 the meeting had actually taken place and that you had been
14 elected a director?

15 A. I think I heard that through the grapevine, but
16 I -- again, I don't --

17 Q. In subsequent meetings with Mr. Cullen, did you
18 have discussions about the proposition of exchanging
19 amenities in the phase two of the development for the use
20 of the phase one amenities?

21 A. Well, I remember we were -- you know, I don't
22 remember, like say, when, where or what. I've got a
23 terrible memory, but -- I can't hear and can't remember
24 anything. But it seems like there was -- you know, we
25 were just bouncing things around, I suppose. That's the

1 way I do with most everybody. But I think maybe I had
2 mentioned to him, you know, this is -- hey, what's going
3 to happen out there. Well, we're going to develop it and
4 do some additional amenities. And, you know, I guess we
5 were -- you know, he had sort of presented himself as the
6 village leader, as the phase-one leader or whatever. And,
7 you know, we were having some communications, and I was
8 just trying to, you know, barnstorm with him, I guess, as
9 much as anything else.

10 Q. So you do recall some discussions back and forth
11 on that topic of exchanging amenities?

12 A. Seems like we talked about it. But it wasn't --
13 it was more of an informational, you know, try to, you
14 know, let him get the -- I mean, you know, that's what we
15 had planned to do. So, you know, I guess the way I do
16 things is say, you know, what do you think about the idea
17 of doing this versus, hey, we're just going to cram-this-
18 down-your-throat type of attitude. Which is not the way
19 we do business. Try not to.

20 Q. Take a look if you would at Exhibit 5. Do you
21 remember getting Exhibit 5 at any point in time?

22 A. Was this at a meeting, or did he mail it to me
23 or -- I'm not sure.

24 Q. Well, I'm not either. Do you recall on either
25 November 2 or November 3 having a meeting with Bob Cullen

1 and Bob Pearson and Wayne Webb?

2 A. I vaguely remember that, probably better than
3 the others, because it was -- you know, up until this
4 point we were just sort of barnstorming, and then it --
5 you know, up until that point -- and it's funny sitting
6 here listening to all these testimonies, because you start
7 -- you know, some of it comes back. But, you know, I
8 remember that before that point, I thought we were a
9 hundred percent in agreement that to form these
10 committees, to do signs, to do -- fix the fountain and
11 whatever, whatever.

12 We were in a hundred percent agreement that if
13 we do those things, it's going to improve the
14 neighborhood. And then I remember after that meeting I
15 said, we're in a hundred percent disagreement over what
16 needs to be done to improve the neighborhood. And it was
17 just a complete reversal of our relationship, I guess.
18 You know, I remember that because it was a distinct -- you
19 know, maybe it was he had been thinking that all the way
20 along. I don't know. But it was an abrupt halt in the
21 direction I thought we were trying to go in.

22 [Whereupon, Plaintiff's Exhibit Number 43 is
23 marked by Mr. North]

24 Q. [Mr. North] Take a look, if you would, at
25 Exhibit 43. Do you recognize that as the Wright's Point

1 cherrette?

2 A. Yes, sir.

3 Q. And is this -- who prepared this document?

4 A. I think Cooter Ramsey, ARA.

5 Q. Okay. Who hired Mr. Ramsey or ARA?

6 A. I probably did.

7 Q. And do you remember approximately when this
8 cherrette was actually prepared?

9 A. I do not. I wish he had had a date on it, but I
10 don't see one.

11 Q. Was this prepared in connection with rezoning
12 the phase two land in anticipation of development?

13 A. The land was already -- I think when we annexed
14 it into Port Royal, we got MU-2 zoning. I don't think it
15 needed any additional zoning.

16 Q. Refresh my recollection. What was the zoning
17 that was obtained last fall from Port Royal?

18 A. I believe there was some highway commercial -- I
19 only went to one of those meetings, because I got beat up
20 so bad by the -- one of the -- by Mr. Gray's niece, I
21 believe. But at any rate --

22 Q. She's on the council?

23 A. A council member.

24 But, you know, I think this was just now we're
25 staring to plan the other pieces of property. You know,

1 you start out with a fifty-two acre piece and you do
2 forty-four lots, and you micro manage that, and then you
3 move out and you start putting the pieces together. And
4 that's what we were -- you know, that's what we -- that's
5 what this is all about.

6 Q. What would be your estimate of the time frame in
7 which this Exhibit 43 was prepared?

8 A. I don't even want to make a guess. '03/'04. I
9 don't know. I just -- well, I see -- is there a date on
10 here? something '04? There's something written on one of
11 these pictures, a depiction --

12 Q. If you would point it out to me, that would
13 assist. I didn't see it.

14 A. The first -- and it may not be a date. Maybe
15 it's an artist's -- there's something right here that
16 says -- is that '04 or something? I can't tell. There
17 ought to be a law you should put a date on everything.
18 And some of these came from -- the best I can remember,
19 Rob Montgomery had already done some renderings and plans
20 from the original, you know, '97/'98 period, and I think
21 we probably took that and, you know, just built on it --

22 Q. Okay.

23 A. -- would be my guess.

24 Q. Okay. The point I'm trying to make is Exhibit
25 43 was something prepared in the 2003/2004 time frame in

1 connection with moving forward with phase two, and not
2 something that was done in connection with the approvals
3 for phase one?

4 A. Well, I mean, you know, when you rezone
5 something, when you bring in -- like when you annexed it
6 in -- and we just had to -- I remember we did some general
7 plans, but we didn't -- you know, now we're starting to
8 get down to the specifics, take a small area and really
9 work it.

10 [Whereupon, Plaintiff's Exhibit Number 44 is
11 marked by Mr. North]

12 Q. [Mr. North] Okay. Take a look at Exhibit 44 if
13 you would. Directing your attention --

14 MR. BAILEY: I'm sorry. I don't have copies of
15 these.

16 THE COURT: It's defendant's supplemental
17 response to plaintiff's interrogatories and request to
18 produce.

19 MR. NORTH: His problem is the stack -- when I
20 was walking up to give you yours, I left it right here
21 instead of moving it over to here.

22 THE COURT: Okay.

23 MR. BAILEY: And which one are we talking about
24 now?

25 MR. NORTH: The last --

1 say, I'll give you some advice, free advice, but usually,
2 you know, free advice is worth what you pay for it.

3 Q. Is it fair to say that your arrangement with Mr.
4 Radcliff provides that the actual hands-on work of doing
5 the development, such as installing utilities, roads, and
6 subdividing and all of that, will be done by Richard's
7 company?

8 A. Yes, sir. Or he's going to sub it out. I mean,
9 he's not going to do it.

10 Q. And with regard to -- you're not paying for any
11 of his expenses in his doing any of that work, are you?

12 A. No, sir.

13 Q. And even though this lawsuit is still pending,
14 isn't all of that work going forward today as we speak?

15 A. Well, we finally just got to the point where
16 we -- you know, I don't know how much longer this is going
17 to go on. His subs, he's about to lose all of his subs.
18 Obviously we needed some money, and so we -- you know, we
19 finally just moved -- we're moving forward with that.
20 Now, does that mean tomorrow we couldn't change gears and,
21 you know, put a different type house, or just skuddle the
22 whole thing and build condos or apartments? Sure we
23 could. But, I mean, we're spending money out there, and
24 you normally don't like to back up once you get rolling.

25 [Whereupon, Plaintiff's Exhibit Number 42 is

1 marked by Mr. North]

2 Q. [Mr. North] Take a look, if you would, at
3 Exhibit 42. And within Exhibit 42, please look at page 6,
4 paragraph 14. Do you see in paragraph 14 your admission
5 that you and B. McNeal Partnership L.P. have the right to
6 develop real estate owned in Wright's Point Plantation
7 subdivision and that any owners of property in that
8 subdivision will have equal rights to the common
9 properties and amenities of the development?

10 A. Yes, sir.

11 Q. Is it still your contention that you or your
12 company have the right to develop phase two and have the
13 owners of that land then use the common areas of phase
14 one?

15 A. Yes, sir.

16 Q. Is it your contention that you or your company
17 can be the developer of phase two?

18 A. If Mr. Porter so deems that.

19 Q. Do you recall a dispute between the
20 architectural committee that you control -- or that
21 you're on, and Mr. Corriveau, concerning the use of
22 Hardiplank on his house?

23 A. Yes, sir, I do.

24 Q. And do you recall that Mr. Corriveau agreed not
25 to put Hardiplank siding on his house even after it had

1 THE COURT: I don't know. I'm assuming Mr.
2 North is somehow going to tie this together.

3 But we are not litigating the other cases. I
4 understand that the resolution of this lawsuit may
5 affect some of those lawsuits, but we are not trying
6 those cases. We are, additionally, not garnering
7 testimony to turn around and use in those cases,
8 either.

9 MR. BAILEY: Well, that's not --

10 THE COURT: Which is what it appears you're
11 doing. So Mr. North, make the connection for me, and
12 make it quick, or you need to move on, sir.

13 MR. BAILEY: And I would point out, Your Honor,
14 I don't represent the association in those other cases,
15 so I'm at a little bit of a loss here.

16 THE COURT: I understand that. And their
17 attorney obviously, in those other lawsuits, is going
18 to make the same objection.

19 MR. NORTH: I have no further questions.

20 THE COURT: Okay. Mr. Bailey?

21 CROSS-EXAMINATION

22 BY MR. BAILEY:

23 Q. Mr. McNeal, are you still the president of the
24 Wright's Point homeowners association per the appointment
25 of Tony Porter as developer?

1 information or the way they presented themselves or the --
2 you know, she felt intimidated, I believe. And she said
3 it's just not worth it; we're not going to do it anymore.

4 Q. And you subsequently got a letter from her
5 father stating that; correct?

6 A. I did.

7 Q. Now, did you have any problems communicated to
8 you about them having to deal with all of the requests for
9 documentation presented by the plaintiffs in this suit?

10 A. I'm still hearing about it. I mean, you know,
11 she helps us with other things, and every time I go in
12 there, I'm -- we had to get 6,000 pages and go up to --
13 you know. Yeah, it was a big deal.

14 Q. And, in fact, did you have to pay me extra money
15 to deal with that situation?

16 A. I don't even want to think about how much.

17 Q. So what was your reaction when you found out
18 that, after all of that, Mr. North and the plaintiffs then
19 dropped the accounting cause of action? After having gone
20 through all that.

21 A. It would have been nice to have not gone there,
22 because it cost us a lot of time and aggravation and worry
23 and stress and so forth.

24 Q. Mr. North mentioned a couple of conditions
25 or a couple of statements about the consent order that

1 A. Yes, sir.

2 Q. And by that, do you mean require them to comply
3 with the covenants in recognizing Mr. Porter as the
4 developer, and the legitimate Architectural Review
5 Committee, and the legitimate Wright's Point Homeowners
6 Association?

7 A. Yes, sir.

8 Q. Any action as far as collection of delinquent
9 dues and so forth is a separate matter from this action,
10 is it not?

11 A. Yes, sir.

12 Q. And you've got other counsel and other people
13 handling that; correct?

14 A. Yes, sir.

15 Q. And the testimony as -- I think it was Mr.
16 Porter -- do you know, frankly, that you participated in
17 paying some of the legal costs and attorney's fees today?

18 A. On the --

19 Q. On this -- on this --

20 A. -- collection -- on this action?

21 Q. Yes.

22 A. Yes, sir, I have. I don't know exactly how
23 much, but I have participated in it. And you mentioned to
24 me the other day that it was time to pay some more. So --

25 Q. Okay.

1 A. -- so it's ongoing.

2 Q. And do you recall how much the bills were before
3 I -- we quit keeping time several months ago?

4 A. Wasn't it 90,000 or so? Eighty-five, ninety, or
5 ninety-five. I can't -- we added -- y'all had it totaled
6 up one time, and I can't remember. But it's a --

7 Q. Quite a bit of work has had to be done since
8 then; correct?

9 A. Yes. Yes, sir. Yes, sir. I'm afraid so.

10 Q. Including this trial?

11 A. Yes, sir.

12 Q. All right. You mentioned that Mr. Porter got --
13 there was some testimony about Mr. Porter getting money
14 out of a recent sale that you made to Mr. Radcliff;
15 correct?

16 A. Yes, sir.

17 Q. Is that part of Mr. Porter's ongoing financial
18 interest in this development?

19 A. Yes, sir.

20 Q. This stuff with Mr. Cullen that we've heard
21 about, and meetings with him, just very briefly: when you
22 talked to him about getting into some committees and so
23 forth, did you ever give him any authority to proceed to
24 elect officers or to try to take over the Wright's Point
25 Homeowners Association?

1 MR. BAILEY: Okay. Thank you. That's all the
2 questions I have.

3 THE COURT: Thank you. Mr. North?

4 MR. NORTH: Your Honor, I have a client that
5 would like to have one word with me. Can I take a one-
6 minute --

7 THE COURT: Sir, no. We need to keep going.
8 You need to finish up with this witness. If he has a
9 question he needs you to ask him, he needs to go ahead
10 and write you a note or take ten seconds and do it, but
11 we're not breaking. You can always lean over and ask
12 him what it is he needs.

13 [Off the record momentarily]

14 REDIRECT EXAMINATION

15 BY MR. NORTH:

16 Q. Mr. McNeal, in your earlier testimony you talked
17 about this misunderstanding that you and Mr. Cullen may
18 have had about what exactly you had suggested he do in
19 terms of forming a homeowner group. Do you recall that?

20 A. I remember the question, yes, sir.

21 Q. Would you agree that the starting point for the
22 entire movement to have the homeowners get together and
23 take any level of responsibility within the association
24 started with your discussion with Mr. Cullen?

25 A. I don't know exactly where it started. I mean,

1 kind of neighborhood we're selling? Which I think we
2 should be. You know, I think there's something wrong if
3 we're not thinking in that direction. Or are we going to
4 be selling a totally separate neighborhood that doesn't --
5 you know, it's not a walking neighborhood, it's not a
6 three-legged neighborhood. We don't know. We're in la-la
7 land here.

8 And the problem is that the plaintiffs, you
9 know, God bless them, a lot of them are retired -- and I
10 hope to get there one day -- and they brought their money
11 to town, and they're in good shape. You know, they're not
12 having to go out and make a living every day. Andy works
13 and, you know, Dr. Hucks works, and some of the others.
14 But we're on the firing lines. You know, we've got debt,
15 we've got businesses, and we're just -- we don't know
16 where to go, what to do.

17 Q. But what I'm trying to point out is at no point
18 in time did you quit running the association, did you?

19 A. No, sir, I did not.

20 Q. And at no point in time was control of your
21 architectural committee taken away from you?

22 A. No, sir.

23 Q. And would you agree with me that what has really
24 delayed anything in the front of the development, if at
25 all, is the fact that this lawsuit was pending and has

RECROSS-EXAMINATION

BY MR. BAILEY:

Q. Neal, I would like to make sure that we're absolutely clear. You said that the figures you gave the judge were the best guess, I think was Mr. North's terminology. Whether they're a best guess, is it an educated guess on your part?

A. I would like to think so.

Q. That's based upon your experience of twenty-five years in this business, your knowledge of the value of your own property?

A. Yes, sir.

Q. And one other final thing. When you mentioned something -- I think Mr. North's terminology was you've never been out of control of the Architectural Review Board: was it your Architectural Review Board that gave Mr. Corriveau permission to put Hardiplank on his house?

A. No, sir.

MR. BAILEY: That's all the questions I have, Your Honor.

THE COURT: Thank you. Mr. North?

MR. NORTH: No further questions, Your Honor.

THE COURT: All right. Thank you, Mr. McNeal.
You may step down, sir.

THE WITNESS: Thank you.

1 it to Mr. McNeal and asked him, do you understand and
2 see that this is what your lawyer just asked.

3 MR. NORTH: Your Honor, I'm not offering this --
4 I'm offering this to support my objections. I'm not
5 offering this as rebuttal evidence with regard to the
6 damage claim.

7 THE COURT: Sir, I asked you before we took a
8 break if you rested your case and you --

9 MR. NORTH: I said no.

10 THE COURT: -- said no.

11 MR. NORTH: I have one other exhibit that
12 relates to the case.

13 THE COURT: All right, sir. And how are you
14 going to get that exhibit in?

15 MR. NORTH: I'm going to tender it to you as my
16 affidavit in support of a request for the award of
17 attorney's fees. It's the underlying information
18 required by the court --

19 THE COURT: Yes, sir. That's all you had to
20 say, Mr. North.

21 All right, sir. My question is is that the last
22 document you have, sir, that you would like to have in
23 as part of the evidence in this case?

24 MR. NORTH: As far as evidence for the trial,
25 yes. As far as exhibits that would support my

1 objections, I want to make a record on that and offer
2 into evidence various discovery documents in connection
3 with my objections only.

4 THE COURT: We can notice it for the objections.
5 You can give it to the court reporter, and she will tag
6 it.

7 MR. NORTH: They are already tagged and ready to
8 go.

9 THE COURT: Wonderful.

10 MR. NORTH: We do need to get copies at some
11 point.

12 And I would like to offer this final -- all of
13 the plaintiffs' exhibits, including this last one,
14 Exhibit 70.

15 THE COURT: And go ahead and pass up your
16 attorney's fees.

17 MR. NORTH: That's what Exhibit 70 is. I will
18 pass up --

19 THE COURT: She can give it to me.

20 [Whereupon, the court reporter proffers
21 documents to the Court]

22 THE COURT: Thank you. Okay. Anything further,
23 sir?

24 MR. NORTH: No, Your Honor.

25 THE COURT: At this time, do you rest your case?

1 MR. NORTH: Yes, Your Honor.

2 THE COURT: Mr. Bailey.

3 MR. BAILEY: Thank you, Your Honor.

4 - - - - -

5 MOTIONS

6 MR. BAILEY: At this time, Your Honor, we would
7 move for a directed verdict in a number of specific --
8 and I don't want to take up too much of your time. But
9 the bottom line is that the testimony that has been
10 presented from Mr. Caldwell is that he's not even a
11 resident of this particular development anymore and has
12 no standing as a member of the architectural -- excuse
13 me -- of the Wright's Point Home Owners Association,
14 Inc., and therefore would know -- would have lost any
15 standing when he moved out of the neighborhood. And so
16 that's one position.

17 But let me really get to the heart of some of
18 the matters. The plaintiffs brought this lawsuit I
19 guess back in 1904 -- excuse me -- 2004. It seems like
20 we've been in it that long. And, in essence, what they
21 allege -- there's a little difference but, in essence,
22 what they allege in paragraph 11 is that they were
23 elected directors of the association. So they were
24 proceeding, and throughout the discovery thing, as
25 directors of the association.

1 And at this time obviously, as I told y'all, I'm
2 going to take it under advisement until I decide the
3 whole case.

4 At this time, Mr. Bailey, do you rest your case,
5 sir?

6 THE COURT: Your Honor, I would like to at this
7 time offer into evidence the exhibits that we had
8 previously marked for identification before I rest my
9 case.

10 THE COURT: Okay. Any objection, Mr. North?

11 MR. NORTH: No, Your Honor.

12 THE COURT: All right. So those are into
13 evidence, as well.

14 [Whereupon, Defendant's Exhibit Numbers 1
15 through 23 are admitted into evidence by the Court]

16 THE COURT: Additionally --

17 MR. NORTH: Your Honor, could I clarify one
18 thing? There were a couple of exhibits that I thought
19 there was dialog about marking. But I'm talking about
20 actual exhibit stickers shown to the witnesses. Those,
21 yes. But there may have been -- we need to clarify
22 what we're doing with some of these charts. I do think
23 it's important --

24 MR. BAILEY: First of all, the only charts I'm
25 offering, Judge, are the ones that have stickers on

1 them. I'm not offering the ones that haven't been
2 marked. They were only used for illustrative or
3 demonstrative purposes.

4 THE COURT: That's fine.

5 MR. NORTH: Well, what my concern is is we have
6 various deeds that reference plats and various plats
7 that the witnesses have testified about. And we've
8 been using these large-scale copies, which are very
9 convenient for us in the courtroom but which are not
10 convenient to be made part of the record. If these are
11 not actually -- the ones that have been used in the
12 trial are not actually getting made part of the record,
13 we have a problem and I need to then --

14 THE COURT: We are making those a part of the
15 record. We are going to give them to Mia, and she is
16 going to hold them. She is going to actually hold the
17 big ones. And if you want to agree that you will
18 switch out a smaller copy, if that's what you would
19 prefer, we can certainly do that. But if not, she can
20 keep the whole big exhibits. Either way.

21 MR. BAILEY: It's fine with me for her to keep
22 them, Judge. I offered you the small one for your
23 convenience earlier, Judge.

24 THE COURT: And that's what I assumed. You did
25 give me one copy, and I do appreciate that, for my

1 MR. NORTH: Okay.

2 THE COURT: Thank you.

3 MR. NORTH: And I would be more than happy to
4 cooperate with Mr. Bailey in getting a smaller copy,
5 because for our purposes I don't think the size would
6 matter.

7 MR. BAILEY: Actually, I think we gave you a
8 smaller copy.

9 THE COURT: I think I already do have a smaller
10 copy of that one.

11 MR. NORTH: I definitely need to make sure that
12 plat filed at book 64, page 150, a decent copy of that
13 is part of the record.

14 THE COURT: Okay. What we can do, y'all -- and
15 this is what I propose to do with those, if you don't
16 mind. They don't seem to be mounted on the foam core.
17 Do you mind if I just take the staples off and we roll
18 them -- just fold them up and make them a part that
19 way?

20 MR. BAILEY: No problem.

21 THE COURT: That way you can have our form core
22 back and you can reuse it. We all know how much it
23 costs, and we end up billing clients for it. Foam core
24 costs about \$40 a board. So, you know, hopefully you
25 don't have to charge them.

1 I told you that there was no one to accept it currently
2 because the clerk's office was closed and that you
3 needed to file it this morning.

4 Let me tell you what I want to do with this.
5 Clearly, an eleventh-hour change, and that's truly
6 what -- well, it's not even eleventh-hour, it's in the
7 middle of trial -- change concerns me.

8 What I want to know, Mr. North, is whether or
9 not you can stipulate that had this been an issue at
10 the beginning and it hadn't been stipulated to in the
11 reply, can you stipulate that --and Mr. Bailey, you can
12 put it on the record -- you would have had Mr. Porter
13 come testify -- I'm sorry -- Jimmy Porter come testify
14 that he is, in fact, a developer; is that correct, sir?

15 MR. BAILEY: Certainly.

16 THE COURT: Okay. And would you stipulate --

17 MR. BAILEY: And I --

18 THE COURT: And would you stipulate that he
19 would have given that testimony had the defense counsel
20 -- I'm sorry -- yes, it is -- defense known that that
21 was going to be an issue or a contention?

22 MR. NORTH: I think I understand where you're
23 going. You're resolving this by saying we stipulate
24 that had Jimmy Porter been called --

25 THE COURT: This is what he would have testified

1 to.

2 MR. NORTH: -- that he would have claimed to be
3 a developer?

4 THE COURT: Absolutely.

5 MR. NORTH: And then it's that versus the
6 unambiguous language-of-developers defined term in the
7 covenants. And I think that would be a reasonable way
8 to resolve the matter.

9 THE COURT: Okay. So we'll go ahead and
10 stipulate -- or Mr. North is going to stipulate that
11 Mr. Jimmy Porter would have come to trial and testified
12 that he was the developer and if there were some type
13 of Scribner's error, I'm going to go ahead and allege,
14 as Mr. Tony Porter had testified to as far as the
15 covenants were concerned where it only listed Mr. Tony
16 Porter, Anthony Porter and not both of them, under the
17 definition of developer. Is that correct, sir?

18 MR. BAILEY: You're going to allow -- you're
19 going to allow that to be done? Is that what you're
20 saying? I didn't quite get that.

21 THE COURT: That that's what I'm assuming he
22 would have testified to. We're not going to --

23 MR. BAILEY: Yes. Okay. Yes. Yes.

24 THE COURT: -- change the covenants.

25 MR. BAILEY: Yes, yes. I --

1 THE COURT: No, no, no. we're going to
2 interpret the covenants. We're not going to change
3 them here today. We're going to interpret them.

4 But do you understand what I'm saying, sir?

5 MR. BAILEY: Yes, I understand now what you're
6 saying.

7 THE COURT: We're going to just stipulate what
8 Jimmy Porter would have testified to. All right?

9 MR. BAILEY: That's what he would have testified
10 to --

11 THE COURT: All right. Any objection to that?

12 MR. BAILEY: -- and that he was developer. And
13 that's one of the things. And that he remained
14 developer and that the supplemental declaration, of
15 course, was signed by him and so forth that just took
16 place recently; that he would have testified to those
17 things.

18 THE COURT: Okay. I think Mr. North has gone
19 ahead and stipulated to that.

20 It's also my understanding, and I just want to
21 make sure we are absolutely clear for the record. Mr.
22 North had raised an issue about not having had an
23 opportunity to properly respond to the damages in this
24 case that Mr. McNeal testified to regarding his losses
25 as a result of this lawsuit -- and having to do with

Minutes of Wrights Point Property Owners Association

May 6th 2003

Attended

Ken Shuler, Andy and Nancy Corriveau, Tina and Bob Drummond, Jim and Norma Brown, Pat Betz, Andrea Hucks, Linda Miller, John and Pat Youmans, Jamie Bellamy, Bob and Mary Lou Cullen

Formation of the Wrights Point Property Owners Association

Bob Cullen opened the meeting with the proposal that a Wrights Point Property Owners Association be formed. There was a brief discussion that since Bennett McNeal was in favor of it, and since all developer lots were sold, it made sense to manage our own property. John Youmans proposed the motion, and the motion was seconded by Mary Lou Cullen. There was a unanimous decision to formally create The Wrights Point Property Owners Association.

Election of Officers

Suggestions were taken from the group about how many officers should be elected. It was decided that there should be a President, two Co-Treasurers, and two additional members of the Board of Directors. An odd number of members was chosen to facilitate majority decisions.

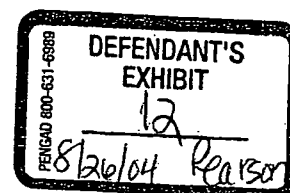
Mary Lou Cullen recommended that for the purpose of continuity and to honor commitments to original property owners, Bennett Mc Neal be elected as a Board Member.

After all nominations were given, the following Board of Directors was unanimously elected by the Association:

<i>President</i>	Bob Cullen
<i>Co Treasurer</i>	Andrea Hucks
<i>Co Treasurer</i>	Jamie Bellamy
<i>Board Member</i>	Andy Corriveau
<i>Board Member</i>	Bennett McNeal

Note: Even though Bennett McNeal was not present to accept his position, it is assumed that he will serve on the Board.

The term of Officers and Board Members was not discussed, and should be determined in the next Board Meeting.



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Concerns of the Association

After the Officers and Directors were elected, Bob Cullen polled each of the Association members with their concerns and/or recommendation.

Delinquent Accounts

Bob Cullen initiated the concerns with members who had not paid their association dues, especially for 2002. There was over \$14,000 owed to the Association, which was made up of current and prior year's fees. All Association members present agreed that this was a problem and should be rectified immediately. Jamie Bellamy volunteered to send in his check immediately. Jamie mentioned that he had not paid in two years since he was very concerned about the way the property was being maintained and managed.

All members present agreed that notices should be sent to delinquent members (with 30 days notice), and then interest penalties and then legal actions, if necessary, should be initiated.

Signage

A universal concern of all the members present of the Association was signs on the streets and some sort of opening and/or large sign into Wrights Point from 802. Andy Corriveau mentioned that.... "Because of 911 emergencies... all roads must have signage", and "We assume some legal liability without proper signage"

There were no concerns about signage being different than the typical Beaufort streets signs. However, all members present agreed that the entrance to Wrights Point should have something more than a street sign. And... it should be something in the order of brick columns, matching the formal brick entrance to Wrights Point (only smaller). All members agreed that the cost of street signs should be borne by the developer or the Govt, not the Association.

A related question was whether Wrights Point roads were public or private, which also influence maintenance of signs and roads.

Bob Cullen volunteered to talk with Bennett and/or the State/County Govt to find out If roads are public or private, and who has the obligation of installing street signs, and the formal entrance from 802.

The Architectural Review Board (ARB)

Another universal and major concern of the Association members present was the ARB. All were very concerned about the way it was run and how it was inconsistent in most matters...Most of the members present wanted a total revamping of the ARB. Some of the comments were:

- *The ARB over controls some things on some houses and does not do anything on other houses.*
- *Who controls who sits on the ARB*
- *Wayne Webb should not be on the ARB*
- *Some homeowners were required to have a formal landscaping plan, others were not.*
- *Meeting with ARB was difficult for some*
- *A new ARB, to include some homeowners should be elected immediately*

All members present felt very strongly about the option to use Hardy Plank for siding. Not one member present objected, even though all existing houses were not permitted to use it.

Maintenance and Upkeep of the Grounds and Common Areas

All of the members strongly agreed that the grounds needed to be maintained more frequently and to a much higher standard. Some of the comments were:

- *The pond looks like Hell*
- *Lots and some parts of the common areas are overgrown with weeds*
- *It takes a long time to get brush and fallen limbs cleared from the roads and walkways to the dock*
- *One of the formal brick columns has ivy growing all the way up, while the other column has no ivy at all. Jamie suggested that we should consider using a type of ivy that grows very well in the shade. Weed eater may have killed some.*
- *Common areas were originally all grass*
- *More irrigation systems need to be installed at developer expense.*
- *Need more plants in common areas*
- *The fountain in the pond should be fixed*
- *Several of the sprinkler heads around the pond are broken and need to be repaired*
- *One of my favorite dog wood trees (on my property) was continually nicked until it finally died.*
- *Signs saying "Private Property" should be placed at the entrance to Wrights Point (at the arches) and at the common dock. Jamie noticed that some people were using the dock as*

landing for bathroom breaks, while others simply walked the dock, thinking it was public property.

- *Mazzana has had the maintenance contract too long. It should at least be opened up for competitive bids.*

There were some questions from the lot owners (with out houses) as to what grounds maintenance they were required to do and what was the level of cost they should assume.

Bob Cullen also mentioned that Bennett McNeal had put in a water well in the front of Wrights Point and was willing to share the water for the irrigation of the common areas inside of Wrights Point. Bob also mentioned that Bennett had done some of the rough "bush wacking" at his own expense. All members were appreciative of Bennett's contribution

Maintenance Costs

All members were concerned about the cost of maintenance, especially in view of what they felt they were getting, and in comparison to maintenance costs in other developments. Bob Cullen reviewed some of the major costs, such as the Mazanna Contract, Irrigation costs, and the cost of the Gas Lamps.

It was suggested that the Association look into an electric starter system which would turn on the gas lamps from dusk until midnight. Apparently this is available, but the cost is unknown.

Bob Cullen agreed to research the options and costs

Second Common Dock

Most members present agreed that a second dock was promised by the developers and that it would add to everyone's property values. Many of the lot owners and homeowners with interior lots said that they only bought in Wrights Point because of the promise of a second dock.

Many of the interior lot owners stated that they would be in favor of boat slips on the second common dock... at a fee. Bob Cullen stated that he would research whether it would be possible to build a second dock with seasonal slips.

On the subject of providing access to the Wrights Point Docks to lot owners in the new section of Wrights Point (outside of the arches)... in exchange for the use of their (tennis courts and pool?), all members present vehemently stated that they did not want to share any of the

grounds or docks with any other lot owners in exchange for any other shared uses.

Parking of Trailers, Boats, Carts, and Rvs on Driveways and Lots

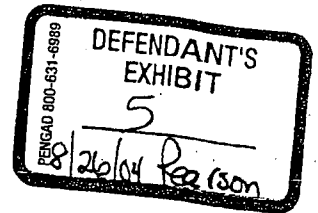
Although no formal vote was taken, all members present agreed that there should be a three day limit to parking vehicles (other than cars) in homeowner driveways. It was further agreed that lots will not be used to park and/or store lot owner's recreational, or industrial equipment, or those of homeowners guests.

All members present agreed that this concern should be part of the Covenants of Wrights Point.

Jamie mentioned that Bennett was actively considering an area outside of the Wrights Point Arches where members could store recreational vehicles. This could be fenced and locked... would be on a temporary basis ...and would not be owned or annexed by the members in Wrights Point.

Bob Cullen will research this option with Bennett.

October 1, 2003



To: Wrights Point Home Owners

From Bob Cullen

On Wednesday, I had a two hour meeting with Bennett McNeal to review the status of our development. Here are the results of the meeting.

Conversations with Bennett Mc Neal and Wayne Webb
(With Richard of Structural Images within earshot 30% of the time)

- 1) Bennett informed me that our development was still legally part of the total development which includes the "our" area, and area "outside" of the arches.
- 2) Bennett has drawn up preliminary plans for the new area which includes lots for 120 new families... Some of these lots will have "Work-Live Areas"... which means that a 2 or 3 bedroom apartment would sit on top of an office or storefront. He agreed to give me a copy of the preliminary plans on Wednesday night... I have not seen them yet.
- 3) When I met with Bennett 6 months ago, he assured me that he had a lawyer working on a written legal separation of the two areas. In our Wednesday meeting I found out that the original lawyer is no longer retained, and a new lawyer (yet to be engaged) is to work on documents which will separate the areas.
- 4) When I asked Bennett when the 2nd dock was going to put in, he replied, "When you need it". I stated that it would be better to put the dock in now, as opposed to later, to minimize disruption of the area and to help sell many of the unsold lots (that were purchased by speculators).

Bennett continued with the fact that the two areas were always tied together as a "Walking Community", and that the families in the new area should have access to both our common areas and our docks.

Bennett also made it very clear that putting in a second dock (with out power, water or landscaping) would be a bargaining chip that would enable the new families to have access to our areas.

Bennett further insinuated that the outside families may have to pay for part of our maintenance... and if we wanted to have use of a "proposed swimming pool" in the outside area, there would be membership fees involved.

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- 5) Bennett was concerned about why the lots have not sold. I replied that many of the common areas were not well kept and need plantings and irrigation water to make them more aesthetically pleasing. I also suggested that a nicer entrance and sign be built as you enter Wright Point from 802. Bennett replied that he did not want to do anything out front yet... and any plantings or irrigation systems would be at our homeowner's cost. Bennett offered (free) to knock down some water oaks in the common areas to increase sunlight. He also offers to extend his well water (now in the outside area) to the edge of our area... but we would have to pay to run it under the roads.. We would have to split the cost of pump electricity (not yet installed) to pump the well water to our area.
- 6) Bennett wants to reduce the minimum house size (our area, inside of the arches) to 1400 square feet... stating that lots would sell faster. Bennett feels that people would be more apt to purchase/build a smaller home and include more amenities inside of the home...
- 7) Bennett also disclosed that he was ripping up the current road into Wrights Point and building another road. He said that while the new road was under construction, the residents would have to use the alley way road along the fence.
- 8) When I asked Bennett about finishing up with the plantings and irrigation, he insinuated that this would be part of the "Give and Take"
- 9) Bennett and I also discussed the problem of getting the vacant lots in our area "bushwacked" on a regular basis. He said that what they have done with Battery Point is to have Mazzana (the landscaper) cut the grass for approximately \$75.00. These fees are paid by the lot owners directly to Mazzana. Up to this point, Bennett has been personally cutting the grass on lots when he can get to it. Bennett felt that the grass should be cut every 4 to 6 weeks in the summer and then every 2 or 3 months from late fall to early spring.

Commentary

- 1) I am not sure that our area is part of the outside area. Our developer-defined covenants are ambiguous... in that, some times they refer to "44 lots" and in other areas (at the end) it appears that outside area was added into our area as an addition. The other issue is one of legal standing...in that our Covenants refer to "Porter" and "Porter's father"... but not to McNeal... We have a lawyer researching this now.

It appears that Bennett is somewhat interested in having us be on our own, especially since he no longer holds any "developer" lots

- 2) I am sure that you are as shocked as I was, when I understood that there would be 120 new families in the outside area... conservatively 300 people.
- 3) Either Bennett is stalling or he just has not paid enough attention to it.
- 4) The dock and common areas are really going to be a big bone of contention. Its obvious that Bennett is using the dock and access to our common areas as a bargaining chip to have the families in the outside area have access to our area. This enables Bennett to claim that the outside families will have "Waterfront Access" and use of our common areas. Even though Bennett said that the outside families would have walking access only with out boat docking privileges, he is drastically understating the issues.

This issues are traffic, congestion, security and housing values. Even though there are supposedly no cars...how do we police it...? How can we be sure that these families, and their friends, won't overuse or abuse our facilities....? Would you like to have picnickers set up their lunches in front of your houses...? Would you like to have 100 poodles urinate on your pansies...? Do you want your docks to be nearly "public" docks...? Do you want realtors badmouthing our development as poor investment or a "troubled area"....? Will we have the bear the complete costs of Dock and Common Area Maintance....?

We have had several incidences of theft within area. Bellamy had his truck broken into... I have had ropes and a stainless steel prop stolen off of my dock. And I have had to chase "non member" kids off of our community dock.

This brings us to our biggest issue... property value. I think we could conservatively estimate that opening up our area the outside area would reduce our property values by 10 to 15%.

Many of us were told that a second dock was to be installed in the other common area, and based your purchase decision on this. And... I don't know of anyone who was told that the families in the outside area would have access to our area.

It is pretty obvious that Bennett's motivation is MONEY... in that he can charge a lot more for lots that have our "Water Front Access and Play Areas" attached to them.

You should also know that the outside area has over 150 feet of deep water waterfront property (2 lots). Bennett could easily make one of these lots a common area with a dock.... However... at \$400,000 for a lot....?

- 5) This was a nice gesture on Bennett's part... be it ever so modest. The fact of the matter is that an irrigation was supposed to be installed, and was only partly done. Bennett is using the irrigation and plantings as part of the negotiation. But given

the modest cost, we may want to consider our own water source.

- 6) Apparently the only place that a 2000 square foot home is mentioned is in the ARB Guidelines, not in the Covenants. If you look at what has happened in Battery Point and New Point when they allowed smaller homes, it will not to our advantage. This means that people of more modest means would buy into our area and do many things, such as landscaping, and driveways, on a shoestring. This just cheapens our area... and, once again, lowers our property values.
- 7) I feel that cutting in a new road... and forcing us to use the alley way... is not going to be very desirable. Since the alley way is only one car wide, this will present a safety problem. I feel that if Bennett is going to put in a new road, then the new road should be put in before the old road is torn out.
- 8) We really need to present a strong front about what was promised and what was not disclosed when we purchased our properties. We have brochures on "Wrights Point" which only shows our area... not the outside area. The fact that there are brick columns at our entrance supports this. And... in the last three months Bennett has advertised Wrights Point ... with 2 docks... with a picture of the remaining unsold "Charleston Style" house.
- 9) I feel we should have the vacant lots cut on a regular basis and not depend on Bennett to do it.

What you can do

Up to this point, we are trying to understand what Bennett feels his obligation is to the property owners in our area, what he wants to do out front, and what legal rights we have. Andy Corriveau has engaged a lawyer to examine our covenants and understand what we are working with.

Please write or e-mail me a letter about your feelings and thoughts on this.

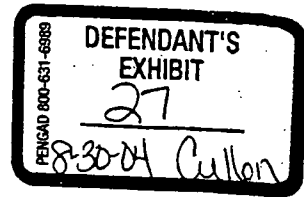
Also include any conversations (or the lack thereof) of any references that your realtor or Bennett, or Tony Porter, may have made to you... before ...or after the sale of your property... about any rights that would be granted to families who would purchase property in the outside area of Wrights Point.

Please respond quickly...

Bob Cullen

Bobcullen@charter.net
843 525 0304

November 2, 2003



Bennett...

The following represent a consensus of the existing homeowners and residents.

Issues

1. Legally separate the waterfront area and the outside area

Should be completed as soon as possible... All lots are sold. There are no lots legally defined in the outside area. We want to manage our own development. We are very separate and independent of the outside area. Needs to be completed by 1/1/04.

2. Build the second dock.

Wrights Point Plantation has always been marketed (in brochures and by McNeal Realty) as having two docks. All of the residents were promised a second dock in the other common area. All lots have been sold. Need to start building the 2nd dock immediately. No reason to delay.

This is not to be used as "Bargaining Chip" for something that was already promised.

3. Reduction of minimum house size to 1400 Sq Feet

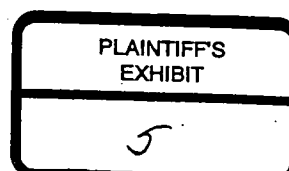
We see this as not conforming to the existing residences and lowering our property values. Everyone is very opposed to this..

4. Changing the road into Wrights Point

No one minds building a new road. However, no one will tolerate using the current side access road while the new road is being built, because it is too narrow for two cars or emergency vehicles.

Build the new road, and then remove the old road.

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5. None-resident owners pay for bushwhacking

Makes sense... Done this way at Battery Point.

6. Walking access to our areas and our docks by residents in the outside area.

All the residents were very vehemently opposed to this, even if something else was offered... in exchange... such as privileges to a swimming pool or tennis courts.

- No one was informed that there would be a "Phase II" where residents would be able to use our facilities... even when asked directly. No "Phase II" appeared on any marketing brochures.
- If the purchasers of the original lots were informed of this, prior to the sale of the property, it would have negatively influenced their buying decision... meaning that they would not have purchased the property.
- Some residents have threatened independent legal action and allegations of fraud.
- If you (Bennett) want to offer "waterfront access" to the purchasers of Phase II lots, then you should allocate one of your waterfront properties on the other side of the ravine.

7. Installation of irrigation system and sharing of a common water source

It would be nice if you finished up the irrigation system that was originally started, and it would be nice to share a water source. However, if this is tied to building a second dock or "Walking Privileges", then we will just do it ourselves.

Minutes of the Wrights Point Property Owners Association
6 Wright's Point Circle
Beaufort, SC 29902
Jan 21, 2004

Attended

Bob and Mary Lou Cullen, Bob and Michael Pearson, Andy and Nancy Corriveau, Ken Shuler, Pat Betz, Debbie and Kyle Myers, Jon and Linda Miller, David Mandel, Shayla and Kurt Ellenberger, Andrea Hucks, John and Patricia Youmans, Jamie Bellamy, Ned Blocker, John Caldwell, Tony Porter, James and Norma Brown.

Additionally, The following did not attend but sent in Proxy Votes, giving the (second name) the right to vote in their absence:

Berry for Cullen, Drummond for Corriveau, Grigsby for Cullen, McRae (10 votes) for Webb, Parker for Corriveau, Stoddard for Corriveau, Trumps for Corriveau.

Note: Since Wayne Webb did not attend, his vote and his proxies were not cast nor recorded

Note: 23 Homes/Lots were represented in the meeting

Tony Porter and Porter's attorney Tom Mikal briefly attended the meeting. Porter passed out a letter to the members, stating that Porter was still in control of the Development, because he owned 2 lots. He also claimed that the meeting was "not official" and that he was going to "have an official meeting shortly". When Porter was asked if he would speak to the members and answer questions, he refused.

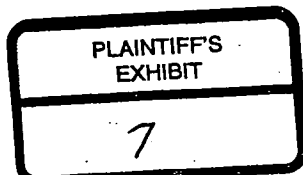
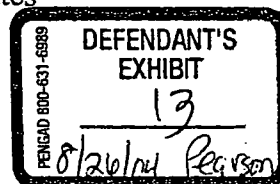
I. Approval of May 6th Minutes

Mary Lou Cullen made a Motion to accept the May 6th Minutes
The Motion was Seconded and Passed

II. Old Business

1. Delinquent Accounts:

To date there are only 2 delinquent accounts. These owners votes would be disallowed in any matter.



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2. Signage:

New signs were installed on the WP streets and entrance from Rt 802 for a total cost of \$6400. Mc Neal agreed to pay 50% of the cost. Some members felt that the total cost of the signage should have been borne by the Developer

3. Maintenance.

Some of the existing irrigation was made operational. However, the irrigation around the Gazebo and the dock was not. In November, Mc Neal had installed above ground irrigation which followed the green fence from Rt 802 to side slue of Battery Creek, next to Youman's Lot (Lot 20). Although the irrigation ties into a well in the outside parcels, no water is pumped, since electricity is not installed.

Maintenance costs still seemed high. The largest expense items were SCG&E (\$12,000 for 51 gas lamps) and Mazanna (\$18,000 for grass cutting and maintenance to the common areas). Bob Cullen agreed to renegotiate our contract and to determine the scope of work performed.

4. Second Dock

Bob Cullen stated that when he and Bob Pearson had a meeting with Bennett McNeal, Wayne Webb, and Richard Ratcliff, McNeal would not commit to putting in the second dock. Cullen said that McNeal stated that 1) he did not think we had enough usage to justify it (yet), and that 2) he (McNeal) did not know whose responsibility (McNeal or Porter) it was, and that 3) the dock's installation would involve a "give and take" between the property owners and the Developer on other issues. The "other issues" discussed were completion of the irrigation system, and "Walking Privileges" for future homeowners in the outside (of the gates) parcels. McNeal also re-iterated that the Wrights Point Community was all tied together and that there would be approximately 125 new homes built in the outside parcels.

In the meeting with McNeal, Cullen stated that it would be more beneficial to have the second dock built immediately because 1) it would help sell the undeveloped lots, 2) it would be less impact to existing home sites to have it done now, and 3) Porter was pretty much out of town and out of the picture. McNeal would not consent to putting in the second dock.

5. Parking

Parking of vehicles, construction equipment, trucks, and boats/trailers on other member's lots has been resolved and is no longer a problem.

III. New Business

1. Election of Officers and Directors

Bob Pearson, the Chair of the Nominating Committee, presented the slate of this year's Officers and Directors. Bob Cullen opened up the floor for any additional nominations. There were no additional nominations.

Jim Brown made the motion that the slate of candidates be accepted as presented.

The Motion was Seconded and Passed unanimously.

President	Bob Cullen
Vice President	John Caldwell
Treasurer	Andrea Hucks
Secretary	Andy Corriveau
Directors	Jamie Bellamy
	David Mandell
	Michael Pearson

2. Presentation of the Budget

Andrea Hucks presented the current financials and the proposed budget. The current were prepared by Bundy Appraisal and Management, who was hired by McNeal to perform WP's accounting and perform collection and notices. To date Bundy is our current association management firm.

Concerns with the current financials

- There is \$14,835 Liabilities entry as a loan "From Porter and McNeal for excess Wrights Point expenses in the year 1999"

Bob Cullen stated that when he had asked Bundy Management to explain and document the expense, they could not. Bundy simply stated that Bennett McNeal asked them to include this on the financials without documentation or explanation.

Andy Corriveau moved that the developer loan be removed from the books until it could be determined to be a proper liability item.

During discussion of this item, it was noted that the developer may have owned most of the lots during the time that the loan was incurred and that if that were the case, the developer would be responsible for the majority of this debt. Additionally, it was questioned, if were proper to pass onto future homeowners a developer incurred liability.

Ken Shuler seconded the Motion
The motion passed unanimously

- In the Year 2000 Proposed Budget there is a plan for a \$2,000 Audit on the 1999 financials

Prior to the meeting Andy Corriveau asked Bundy about the results of the audit. Bundy could not provide any information about the audit.

See Note 1 at the end of the Minutes

- Pat Betz inquired as to whether the WP Association had any insurance to protect the Officers and Directors, and the assets of the Association.

Bob Cullen concluded that since there were no charges for this type of insurance, it probably did not exist.

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- Michael Pearson inquired about the Tax Status of WP.

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3. Proposed Budget

Hucks presented the proposed budget to the Association. The highlights of the budget are:

- Lot Assessments would remain at \$1000.00 per lot
- WP would anticipate \$2,000 in additional revenue from ARB fees (4 homes)
- There was approximately a \$12,000 surplus from 2003 (not including the \$3300 expense for legal fees)
- All Administrative, Utility, and Operating expenses were projected to be approximately the same.
- WP would budget \$8,000 to cover new legal fees and payment of the existing legal bill of \$3,300, for a total of \$11,000.
- This would yield Total Income of \$58,000, Expenses of \$53,125, and a Net Gain of \$4,875 to carry into 2005.

Mary Lou Cullen moved that the 2004 Budget be accepted
The motion was seconded and passed

4. Proposed New Development outside of the Plantation and impact to our properties

Bob Cullen recounted a conversation that he and Bob Pearson had in a meeting with Bennett McNeal and Wayne Webb (of McNeal Realty) Richard Ratcliff (of Structural Images) in November, concerning many issues including the installation of the second dock and alleged "Walking Privileges" by homeowners in the outside areas. In this meeting McNeal brought up several alarming issues.

- McNeal did not know when, or even if, a second dock would be installed and questioned whose responsibility it was (Mc Neal or Porter).
- McNeal stated that any installation of a dock would be a negotiated item with the property owners
- McNeal planned to have a minimum of 125 new families in the outside parcels, and that this was considered "low density".
- McNeal stated that the families in the outside parcels would have "Walking Access" to our docks and common areas.

- McNeal stated that he planned to rip up the current main drive into WP Plantation, and reposition it to make a Central Drive with shops and homes over shops. During that time, the current WP Plantation owners would have to use the narrow alleyway road next to the fence.
- McNeal also proposed that the current covenants be amended to lower the minimum house size to 1400 square feet (From 2200), to encourage faster selling of vacant lots inside of the gates. McNeal further stated that homes could be smaller but more richly appointed for the same amount of money.

Note: No lots are recorded for the outside areas.

- Wayne Webb stated that Wrights Point has always been marketed as a "Walking Community" and that the "current property owners didn't really think that they would only have 44 lots with two large common areas, each with a dock".
- McNeal stated that "if we engaged an attorney, that, because this would cost him money, any hope of getting a second dock would be gone."

Cullen (in the Annual Meeting) further stated that the outside parcels include approximately 120 to 150 feet of waterfront property (South of the original 44 lots in Wrights Point Plantation). This means that McNeal could use this parcel to build a separate dock and common areas for the 125 new families, without using our (inside) facilities.

Cullen also mentioned that our attorney had uncovered many inconsistencies and irregularities in the land registrations. One example is the buffer zone in the gulch next to Lot 1. One registration shows a 10 to 15 foot (non-buildable) buffer zone on each side of the mid line of the gulch, which was deeded to the WP Association in Parcel "C" (our parcel). The next registration shows that the buffer zone no longer exists, which could allow a developer to use this area for housing or roads.

Shayla Ellenberger stated that Porter had said that a pool would be available to them, but not visa versa (access to our docks and common areas)

Pearson presented a McNeal brochure which showed only 44 lots, 2 common areas, each with a dock, with no mention of any other phases or parcels. Bob Pearson also declared that WP was marketed to him by Wayne Webb as an "exclusive property with only 44 lots and a new dock which was to be constructed in front of his home". He further stated that

this marketing deception was clearly "fraud". He stated that he had sold his home in Augusta and his Newpoint property just to have what was marketed to him. Bob also displayed a print out of the Web site for "Wrights Point" which shows 44 lots and 2 docks and no mention of future phases. Pearson stated that he "Is really ticked, and that Porter could have made it simple, but chooses not to".

Andy Corriveau stated, "Its quite simple, they (McNeal) are promising access to our dock(s) and common areas at our expense, and their gain."

John Youmans displayed two tax documents. The first was a computer printout of the current tax records for Lot 14. Lot 14 is on the North East corner of Wrights Point and is adjacent to the lot where Tony Porters house is located. This was the last remaining (undeveloped) lot that was owned by Tony Porter, (other than the lot of Porter's personal residence). The tax report shows that on 12/04/2003 the lot was sold at a "Tax Sale", and the current owner is Marin Properties LLC in North Palm Beach Florida. The next document is the actual recording (on Jan 12, 2004) of the sale by Beaufort County to Marin Properties for the sum of \$20,000 for costs, back taxes, and penalties of \$18,390.76. The second page contains all of the appropriate signatures for the transaction.

Note: Copies of the above documents upon request.

Cullen reflected that these documents clearly show that Porter only has one developed lot for his personal residence. It also clearly indicates that our election of officers was entirely legitimate, since there are no remaining "undeveloped lots by the developer" The above documents also clearly show that Porter's letter, dated January 21, 2004, is false and fraudulent, because he states that he owns two lots, he is still in control of the Association. Note that the Wrights Point Covenants state that the Developer shall relinquish control when all lots are sold or developed.

5. Discussion of Next Action

Shayla Ellenberger stated, "Lets fight for the dock and the irrigation"
Ken Shuler stated, "Lets get an injunction that would prevent them from building outside... We should put a gate at the entrance to Wright's Point Plantation and a fence around the parameter.

Shayla Ellenberger made a Motion to "Continue to try to solve the "Dock" and "Walking Privileges" issues with out going to court, but to file a law suite , if a meeting does not solve our differences and the developer continues to control the POA."

The motion was passed without opposition.

In the discussion which followed the motion, no property owners had been told that Wrights Point Plantation was a "Walking Community" and that access to common areas and facilities would be granted to all property owners in Parcels "A", "B", and "D".

The Motion was Seconded and Passed

6. Other Concerns

Mail Delivery at our homes

Mary Lou Cullen stated that she has been trying to set up a meeting with the local post master to get mail delivered directly to our homes.

Where do we send our dues?

Bob Cullen stated that although we hope to resolve our issues with Porter and McNeal, we ask that you send your annual dues to Andrea Hucks, our Treasurer, who will deposit these moneys in a separate bank account.

The existing money that currently resides with Bundy Management, will be used to pay our normal expenses. When this money runs out, we will pay the balance of WP's expenses out of our new bank account. Additionally, since Bundy will only take direction from McNeal, we are also researching other property managers who can fulfill Bundy's function.

New By-Laws

Bob Cullen stated that he had reviewed many different association by-laws which define how associations govern themselves. Cottage Farm's By-Laws seem to be most comprehensive. Bob said that he had scanned these by-laws into the computer and was in the process of editing them. Bob also asked for help for the process of editing. Jon Miller volunteered his assistance.

IV. Adjournment

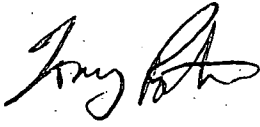
A Motion was made by Mary Lou Cullen to Adjourn the meeting
The Motion was Seconded and Passed

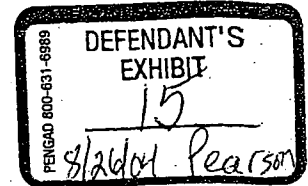
Note 1: Meeting with Bundy. On Jan 22, one day after the Annual Meeting, Bob Cullen met personally with Lawrence Davis of Bundy Management about the Audit. Davis stated that no audit was performed by his organization, and he was not asked to provide any WP financials to support such an outside audit.

Note 2. Federal Classification. Although no one knew the answer at the time of the meeting, on Jan 22, Bob Cullen met with Bundy and found that WP was a Type "C" corporation, had filed tax returns (by Bundy) and had a Federal ID number

Note 3. The Secretary of the Wrights Point POA confirmation of the attendance and the proxies. Andy Corriveau confirmed that the meeting ,met the requirements of the Covenants. Physical attendance and/or receipt of proxies in excess of 50% of the property owners had been recorded.

MEMORANDUM

Date: January 21, 2004
From: Tony Porter 
To: The Wright's Point Home Owners



I have "heard" of some rumors about some things and I want to set the record straight about what I've heard.

1. I am not now bankrupt nor have I ever filed bankruptcy. Rumors about this issue have damaged my reputation and these rumors have damaged the reputation of the subdivisions like Wright's Point in which I am involved. If you know of someone spreading this false information, please let me know so that your property values are not affected by these libelous statements.
2. A meeting has been called for this evening of the Wright's Point Home Owners Association. You need to understand the facts and not be influenced by the rumors about this organization and any such meeting.
 - a. I still own some lots in Wright's Point.
 - b. Someone has said that a house is not a "lot". The Restrictive Covenants define a "lot" as a single family lot described on the plat of the subdivision and it does not matter whether there is a house on it or not. It is still a lot.
 - c. As the developer who owns two lots, I still have the sole authority under the Restrictive Covenants to appoint and remove the directors of the Home Owners Association. That has not yet been done.
 - d. There are no bylaws, so directors cannot be appointed or elected. How many directors will there be until I create the bylaws? I am having bylaws prepared.



0494

- e. No meeting of the Home Owners Association can officially take place until I create bylaws and appoint directors. This meeting tonight is not an official meeting. We will have an official meeting shortly.
 - f. While I was not given notice of the event and neither was several other persons that I have asked, I understand that some previous attempts have been made to conduct official Home Owners Association meetings. As I was not aware of these so called meetings and did not participate in them nor did I approve them, they are not legal.
3. There also seems to be a lot of rumors about what Bennett McNeal might do with the area that he owns between the brick gates and S.C. 802. So that you will have the correct information, I have asked Bennett to have an "information meeting" with all of you and with me to explain what his plans are for this area. Bennett has done some very nice projects and wants Wright's Point to be completed as a quality project. What is built between the brick gate and the highway can have a substantial positive impact on your property values if it is done correctly, or, there can be a negative impact on your property values if it is not done correctly. From what Bennett tells me, I think you will be pleased with his plans. A letter should be sent to you shortly about the meeting.
4. There are still some unfinished assets in Phase I and I would like your ideas about these matters. We will discuss them at the information meeting with Bennett.

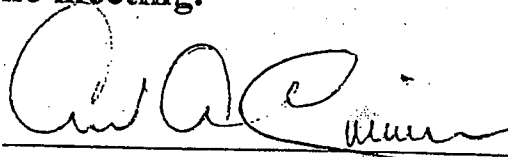
Notice of Annual Meeting of Owners
Of
Wright's Point Home Owners Association, Inc.

Pursuant to the Covenants, this supplemental annual meeting of the owners of Wright's Point Homes Owners Association, Inc., is called and will be held on the 10th day of March, 2004. The meeting will be held at 6 Wright's Point, Port Royal, SC at 7:00 PM.

The purpose of this meeting is to review the legal issues facing our Association and to determine a course of action to resolve those issues. Additionally, we will review the actions taken at the meeting of Jan 21st, 2004 and affirm those actions.

This Notice is given on this 23rd day of Feb, 2004, by the Secretary of the Corporation, by mailing on this date a true and correct copy of this notice to the address on file for each Owner.

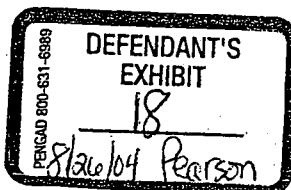
Any Owner who is not able to attend the meeting is requested to execute the Proxy, below, and to fill in the name of Robert Cullen, the President of the Association, or some other owner to act on your behalf at the meeting.



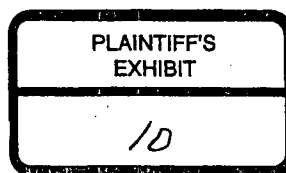
Secretary

The undersigned hereby appoints _____ as my proxy to vote on my behalf on all matters that may come before the meeting noted above of the Owners Association.

_____, Lot _____



Printed name _____



000321

~~000100~~

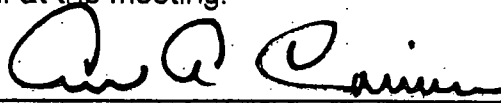
0496

**Notice of Annual Meeting of Owners and Directors
of
Wright's Point Home Owners Association, Inc.**

Pursuant to the Covenants and By-Laws of the Corporation, the annual meeting of the Owners and Directors of Wright's Point Home Owners Association, Inc. is called and will be held on the 21st day of January, 2004, at 7:00 p.m., to be held at 6 Wright's Point Circle, Beaufort, South Carolina 29902.

The Purpose of the meeting is to elect officers and directors for the ensuing year, to appoint representatives to the Architectural Review Board, to approve the budget and expenses for the ensuing year, and to approve measures aimed to prevent persons who are not Owners or guests of Owners from using the common areas of the Plantation.

This Notice is given on this 24th day of December, 2003, by the Secretary of the Corporation, by mailing on this date a true and correct copy of this Notice to the address of each Owner and Director. Any Owner who is not able to attend the meeting is requested to execute the Proxy, below, and to fill in either the name of Robert Cullen, the President of the Association, or some other representative to act on your behalf at the meeting.



Secretary

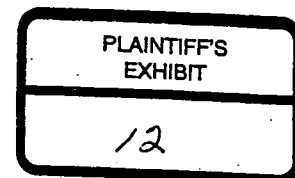
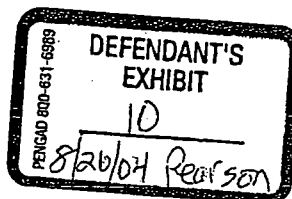
PROXY

The undersigned hereby appoints _____ as my proxy to vote on my behalf on all matters that may come before the annual meeting of the Owners of the Association.

_____, Lot # _____

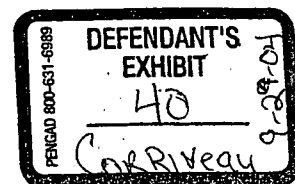
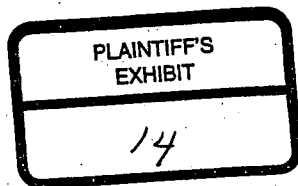
Printed Name

0497



Meeting 3-10-04

0498



Feb. 10th, 2004

Dear Neighbors and Owners,

Now that our Annual Meeting has taken place and your new Board of Directors elected, I thought I would report to you the developments which have occurred here at Wrights Point.

As you may remember, we initially formed a POA at the suggestion of Mr. Bennett McNeal and after failed attempts to negotiate the transition from the developers; we were forced to retain an attorney to pursue the matter. A careful and thoughtful review of our Covenants along with an analysis by our attorney confirms that control of the Association is vested in the 44 lot owners. After failed attempts to meet with the developer's attorney, we finally met with their attorney, only to have him abruptly walk out of the meeting, ending all attempts to negotiate a orderly transition. We regret this development and your Board is now considering filing a motion for a Declaratory Judgment. We feel strongly that we will prevail in this matter.

The issues are substantial and will have an adverse impact on property values and quality of life in our neighborhood. For the most part, the continued involvement of the developer in our neighborhood and the proposed inclusion of the outside parcels is detrimental to our position.

These issues are important and all owners need to be fully informed. To that end, I have decided to hold another meeting so we might get additional input and answer your questions before proceeding. Please take note of the notice attached. If you are unable to attend, please take the time to call me. In any event, it is equally important that you sign the attached proxy and return it to our secretary as soon as possible so any new business we take up may be acted upon properly.

Also attached is a copy of the minutes of our last meeting for your review. In addition to reading these minutes, I urge you to review the Covenants as well. Our Attorney will attend the meeting to present to us our options and to answer your questions.

We are interested in representing you fairly and can only do so if you participate. I hope that you agree that an open forum is the best approach to agreeing on our course of action. I look forward to speaking with each of you prior to the meeting.

Sincerely,

Bob Cullen, President
Wright's Point Property Owners Association

PLEASE CALL FOR
ADDITIONAL INFO

1.843.525.0304

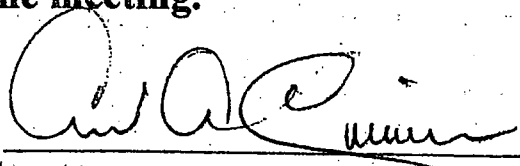
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Secretary

The undersigned hereby appoints _____ as my proxy to vote on my behalf on all matters that may come before the meeting noted above of the Owners Association.

_____, Lot _____

Printed name

AGENDA

Wright's Point Property Owners Association

Supplemental Annual Meeting
March 10th, 2004

- I. Call to Order
- II. Approval of Jan 21st, 2004 meeting minutes
- III> Old Business
 - 1) Review of Legal issues
 - 2) Confirmation of actions taken at 1/21/2004 meeting
- III. New Business
 - 1) Refusal of opposing council to discuss our concerns
 - 2) Proposal to move forward with Motion for a Declaratory Judgment
 - 3) Review of property owners concern regarding possible fraudulent sales promotion of Wright's Point by Developer, McNeal Realty, Bennett McNeal and Wayne Webb.
- IV. Adjournment

**Minutes of the Wrights Point Property Owners Association
Annual Meeting
Jan21st, 2004**

I. Approval of May 6th Minutes

Mary Lou Cullen made a Motion to accept the May 6th, 2003 Minutes. The Motion was Seconded and Passed

II. Old Business

1. Delinquent Accounts:

To date there are only 2 delinquent accounts for 2003 dues/assessments. The voting rights of these Owners are suspended until the accounts are brought current as provided for in the Covenants.

2. Signage:

New signs were installed on the WP streets and entrance from Rt 802 for a total cost of \$6400. Mc Neal agreed to pay 50% of the cost. Some members felt that the total cost of the signage should have been bourn by the Developer

3. Maintenance.

Some of the existing irrigation was made operational. However, the irrigation around the Gazebo and the dock was not. In November, Mc Neal had installed above ground irrigation which followed the green fence from Rt 802 to side slue of Battery Creek, next to Youman's Lot (Lot 20). Although the irrigation ties into a well in the outside parcels, no water is pumped, since electricity is not installed.

Maintenance costs still seemed high. The largest expense items were SCG&E (\$12,000 for 51 gas lamps) and Mazanna (\$18,000 for grass cutting and maintenance to the common areas). Bob Cullen agreed to renegotiate our contract and to determine the scope of work performed.

4. Second Dock

Bob Cullen stated that when he and Bob Pearson had a meeting with Bennett McNeal, Wayne Webb, and Richard Ratcliff, McNeal would not commit to putting in the second dock. Cullen said that McNeal stated that 1) he did not think we had enough usage to justify it (yet), and that 2) he (McNeal) did not know whose responsibility (McNeal or Porter) it was, and that 3) the dock's installation would involve a "give and take" between the property owners and the Developer on other issues. The "other issues" discussed were

completion of the irrigation system, and "Walking Privileges" for future homeowners in the outside (of the gates) parcels. McNeal also re-iterated that the Wrights Point Community was all tied together and that there would be approximately 125 new homes built in the outside parcels.

In the meeting with McNeal, Cullen stated that it would be more beneficial to have the second dock built immediately because 1) it would help sell the undeveloped lots, 2) it would be less impact to existing home sites to have it done now, and 3) Porter was pretty much out of town and out of the picture. McNeal would not consent to putting in the second dock.

Owners at the annual meeting advised that they purchased lots and homes in the Wright's Point Plantation because it was a small community and rich in amenities, including 2 docks for only 44 lots.

5. **Parking**

Parking of vehicles, construction equipment, trucks, and boats/trailers on other member's lots has been resolved and is no longer a problem.

III. New Business

1. **Election of Officers and Directors**

Bob Pearson, the Chair of the Nominating Committee, presented the slate of this year's Officers and Directors. Bob Cullen opened up the floor for any additional nominations. There were no additional nominations.

Jim Brown made the motion that the slate of candidates be accepted as presented. The Motion was Seconded and Passed unanimously.

President	Bob Cullen
Vice President	John Caldwell
Treasurer	Andrea Hucks
Secretary	Andy Corriveau
Directors	Jamie Bellamy
	David Mandell
	Michael Pearson

2. **Presentation of the Budget**

Andrea Hucks presented the current financials and the proposed budget. The current were prepared by Bundy Appraisal and Management, who was hired by McNeal to perform WP's accounting and perform collection and notices. To date Bundy is our current association management firm. It was noted that this is the first budget ever presented to the members.

Concerns with the current financials

There is \$14,835 Liabilities entry as a loan "From Porter and McNeal for excess Wrights Point expenses in the year 1999.

Bob Cullen stated that when he had asked Bundy Management to explain and document the expense, they could not. Bundy simply stated that Bennett McNeal asked them to include this on the financials without documentation or explanation.

Andy Corriveau moved that the developer loan be removed from the books until it could be determined to be a proper liability item.

During discussion of this item, it was noted that the developer may have owned most of the lots during the time that the loan was incurred and that if that were the case, the developer would be responsible for the majority of this debt. Additionally, it was questioned, if it was proper to pass onto future homeowners a developer incurred liability.

Ken Shuler seconded the Motion The motion passed unanimously

In the Year 2000 Proposed Budget there is a plan for a \$2,000 Audit on the 1999 financials

Prior to the meeting Andy Corriveau asked Bundy about the results of the audit. Bundy could not provide any information about the audit.

See Note 1 at the end of the Minutes

Pat Betz inquired as to whether the WP Association had any insurance to protect the Officers and Directors, and the assets of the Association.

Bob Cullen concluded that since there were no charges for this type of insurance, it probably did not exist.

Mary Lou Cullen stated that a cost estimate for D&O Insurance was received by Bundy from Kinghorn Insurance, as requested by McNeal for Wrights Point and Polowana Island. Copy of this is available on request.

Pat Betz inquired as to who owns the roads and the common areas.

Bob Cullen answered that he had met with the town of Port Royal, and that the roads and common areas are owned and maintained by the Association.

Bob Cullen stated that the current financials, prepared by Bundy, did not include a current liability for legal expenses to Attn John North, for \$3300, and that this would have to be paid in the current (2004) year.

Michael Pearson inquired about the Tax Status of WP.

See Note 2 at the end of the Minutes

3. Proposed Budget

Hucks presented the proposed budget to the Association. The highlights of the budget are:

Lot Assessments would remain at \$1000.00 per lot.

WP would anticipate \$2,000 in additional revenue from ARB fees (4 homes)

There was approximately a \$12,000 surplus from 2003 (not including the \$3300 expense for legal fees)

All Administrative, Utility, and Operating expenses were projected to be approximately the same.

WP would budget \$8,000 to cover new legal fees and payment of the existing legal bill of \$3,300, for a total of \$11,000.

This would yield Total Income of \$58,000, Expenses of \$53,125, and a Net Gain of \$4,875 to carry into 2005.

Mary Lou Cullen moved that the 2004 Budget be accepted. The motion was seconded and passed

4. Proposed New Development outside of the Plantation and impact to our properties

Bob Cullen recounted a conversation that he and Bob Pearson had in a meeting with Bennett McNeal and Wayne Webb (of McNeal Realty) Richard Ratcliff (of Structural Images) in November. In this meeting McNeal brought up several alarming issues.

McNeal did not know when, or even if, a second dock would be installed and questioned whose responsibility it was (Mc Neal or Porter).

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McNeal planned to have a minimum of 125 new families in the outside parcels, and that this was considered "low density".

McNeal stated that the families in the outside parcels would have "Walking Access" to our docks and common areas.

McNeal stated that he planned to rip up the current main drive into WP Plantation, and reposition it to make a Central Drive with shops and homes over shops. During that time, the current WP Plantation owners would have to use the narrow alleyway road next to the fence.

McNeal also proposed that the current covenants be amended to lower the minimum house size to 1400 square feet (From 2200), to encourage faster selling of vacant lots inside of the gates. McNeal further stated that homes could be smaller but more richly appointed for the same amount of money.

Note: No lots are recorded for the outside areas.

Wayne Webb stated that Wrights Point has always been marketed as a "Walking Community" and that the "current property owners didn't really think that they would only have 44 lots with two large common areas, each with a dock".

McNeal stated that "if we engaged an attorney, that, because this would cost him money, any hope of getting a second dock would be gone."

Cullen (in the Annual Meeting) further stated that the outside parcels include approximately 120 to 150 feet of waterfront property (South of the original 44 lots in Wrights Point Plantation). This means that McNeal could use this parcel to build a separate dock and common areas for the 125 new families, without using our (inside) facilities.

Shayla Ellenberger stated that Porter had said that a pool would be available to them, but not visa versa (access to our docks and common areas)

Pearson addressed the meeting and advised that he and his wife feel that they were misled by the selling agent when they were considering purchasing property in the plantation. He further stated that he felt in his opinion this marketing deception was clearly "fraud". Pearson stated that he "Is really ticked, and that Porter could have made it simple, but chooses not to".

It was noted by the members that, "Its quite simple, they (McNeal) are promising access to our dock(s) and common areas at our expense, and their financial gain."

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Shayla Ellenberger made a Motion to "Continue to try to solve the "Dock" and "Walking Privileges" issues with out going to court, but to file a law suite , if a meeting does not solve our differences and the developer continues to attempt to control the POA."

The motion was Seconded and passed without opposition.

In the discussion which followed the motion, no property owners had been told that Wrights Point Plantation was a "Walking Community" and that access to common areas and facilities would be granted to all property owners in Parcels "A", "B", and "D".

6. Other Concerns

Mail Delivery at our homes

Mary Lou Cullen stated that she has been trying to set up a meeting with the local post master to get mail delivered directly to our homes.

Where do we send our dues?

Bob Cullen stated that although we hope to resolve our issues with Porter and McNeal, we ask that you send your annual dues to Andrea Hucks, our Treasurer, who will deposit these moneys in a separate bank account.

The existing money that currently resides with Bundy Management, will be used to pay our normal expenses. Additionally, since Bundy will only take direction from McNeal, we are also researching other property managers who can fulfill Bundy's function.

New By-Laws

Bob Cullen stated that he had reviewed many different association by-laws which define how associations govern themselves. Cottage Farm's By-Laws seem to be most comprehensive. Bob said that he had scanned these by-laws into the computer and was in the process of editing them. Bob also asked for help for the process of editing. Jon Miller volunteered his assistance.

IV. Adjournment

A Motion was made by Mary Lou Cullen to Adjourn the meeting.

The Motion was Seconded and Passed

Note 1: Meeting with Bundy. On Jan 22, one day after the Annual Meeting, Bob Cullen met personally with Lawrence Davis of Bundy Management about the Audit. Davis stated that no audit was performed by his organization, and he was not asked to provide any WP financials to support such an outside audit.

Note 2. Federal Classification. Although no one knew the answer at the time of the meeting, on Jan 22, Bob Cullen met with Bundy and found that WP was a Type "C" corporation, had filed tax returns (by Bundy) and had a Federal ID number

Note 3. The Secretary of the Wrights Point POA confirmation of the attendance and the proxies. Andy Corriveau confirmed that the meeting met the requirements of the Covenants. Physical attendance and/or receipt of proxies in excess of 50% of the property owners had been recorded.

ATTENDENCE RECORD
 Wrights's Point Owners Association
 Supplemental Annual Meeting
 3/10/2004

lot #	Name	Attended	Proxy	Absent
1	Henderson/Parker		P	
2	Kyle Myers	A		
3	Bob Cullen	A		
4	Leland Stoddard		P	
5	John Grigsby		P	
6	James Brown	A		
7	Andy Corriveau	A		
8	Tammy Blocker	A		
9	Percy Berry		P	
10	James Bellamy	A		
11	Trumps			✓
12	Leslie Hanna		P	
13	Don Houck			✓
14	Marin Properties		P	
15	Porter Trust			✓
16	Don Houck			✓
17	Kenneth Shuler		P	
18	John Youmans	A		
19	Adams		P	
20	Richard Ractcliff			✓
21	David Mandell	A		
22	McRae			✓
23	McRae			✓
24	Lloyd denny	A		
25	McRae			✓
26	Kurt Ellenberger	A		
27	McRae			✓
28	Mark Gee			✓
29	McRae	A		✓
30	McRae			✓
31	Kendall Gee	A		✓

Lot #	Name	Attended	Proxy	Absent
32	Bob Pearson	A		
33	Bob Drummond		P	
34	Ripley & Hucks	A		
35	Wayne Webb			~~A~~
36	Mark Gee			✓
37	Tom Paterson	A		
38	Tom Paterson	A		
39	John Caldwell	A		
40	McRae			✓
41	McRae			✓
42	Pat Betz	A		
43	James Lane/Miller	A		
44	Linda Miller	A		
		19	9	16

ATTENDANCE RECORD
Wrights's Point Owners Association
Supplemental Annual Meeting
3/10/2004

lot #	Name
1	P Henderson/Parker
2	Kyle Myers <i>Kyle Myers</i>
3	Bob Cullen <i>Bob Cullen</i>
4	P Leland Stoddard
5	P John Grigsby
6	James Brown - <i>Jim & Marie Brown</i>
7	Andy Corriveau <i>Andy Corriveau</i>
8	Tammy Blocker <i>Tammy Blocker</i>
9	P Percy Berry
10	James Bellamy <i>James Bellamy</i> , 00
11	Trumps
12	P Leslie Hanna
13	Don Houck
14	P Marin Properties
15	Porter Trust
16	Don Houck
17	P Kenneth Shuler
18	John Youmans <i>John W. Youmans</i>
19	P Adams

20	Richard Ractcliff	
21	David Mandell	<i>011 N 111</i>
22	McRae	
23	McRae	
24	Lloyd denny	<i>Lloyd Denny</i>
25	McRae	
26	Kurt Ellenberger	<i>Kurt Ellenberger</i>
27	McRae	
28	Mark Gee	
29	McRae	
30	McRae	
31	Kendall Gee	<i>Kendall Gee</i>
32	Bob Pearson	<i>Bob Pearson</i>
33	^p Bob Drummond	
34	Ripley & Hucks	<i>Hucks</i>
35	Wayne Webb	
36	Mark Gee	
37	Tom Paterson	<i>Tom Paterson</i>
38	Tom Paterson	<i>Lana Paterson</i>
39	John Caldwell	<i>John Caldwell</i>
40	McRae	
41	McRae	
42	Pat Betz	<i>Pat Betz</i>
43	James Lane/Miller	<i>Linda Miller</i>
44	Linda Miller	<i>Linda Miller</i>

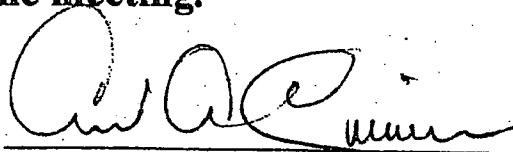
Notice of Annual Meeting of Owners
Of
Wright's Point Home Owners Association, Inc.

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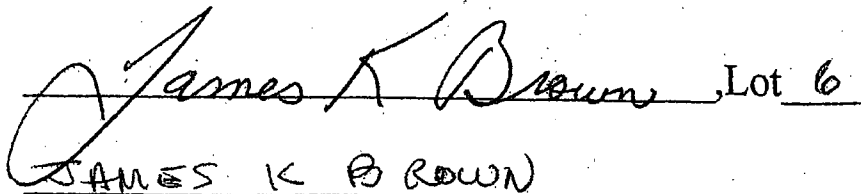
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Secretary

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 Lot 6

Printed name

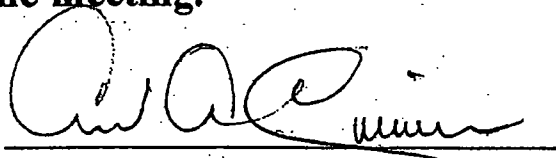
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Secretary

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16 Wright Pt. Lot 8

Tamara L Blocker
Printed name



DISTINCTIVE DESIGNS IN CABINETRY
210 SCOTTS STREET
BEAUFORT, SC 29902
843-770-9910/843-770-9912(FAX)

FAX COVER SHEET

Date: 3-1-04

Attn: ANDY CORRIVEAU

Company: STATE FARM

Fax #: 525-1717

RE: WRIGHT'S POINT

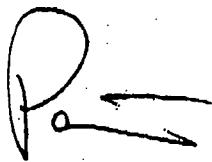
From: Pat Betz

Total pages (incl cover sheet): 2

Message: GOOD MORNING,

THE FOLLOWING IS MY SIGNED PROXY. I PLAN TO BE THERE AT THE
UPCOMING MEETING & HOPEFULLY WILL HAVE RE-READ THE
COVENANTS PRIOR TO THAT!

THANK YOU!!!



0514

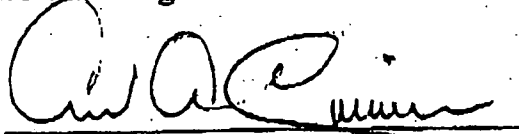
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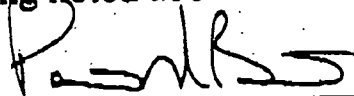
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Secretary

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Lot 42

PATRICIA M. BETZ

Printed name

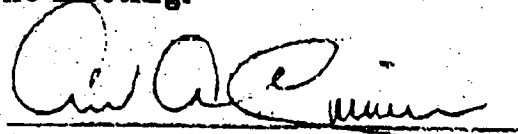
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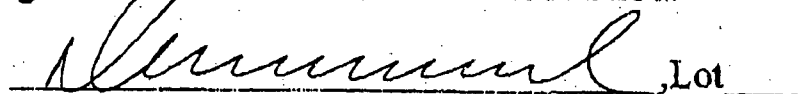
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Secretary

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 Lot _____

ROBERT C. DRUMMOND
Printed name

**GMK****ASSOCIATES**
DESIGN-BUILD DIVISION, INC.**Fax**

To: <i>Andy</i>	From: <i>Tripp Brown</i>
Fax Number: <i>843-525-1717</i>	Fax Number: 803-256-3618
Phone Number: :	Phone Number: 803-256-0000
Pages (including this sheet): <i>2</i>	Date: <i>3/3/04</i>
Re:	Cc:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply

Comments:

0517

Mar 03 2004 10:48AM Corriveau Ins. Agency, In (843)525-1717

p.2

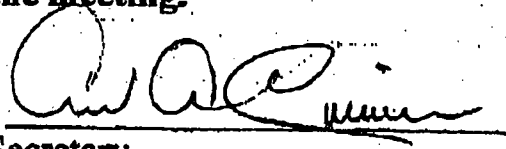
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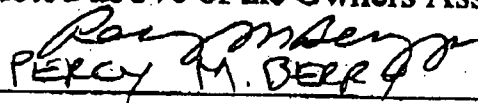
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Lot 9

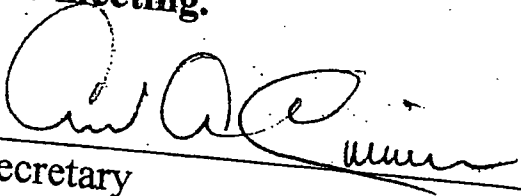
PERCY M. BERRY
Printed name

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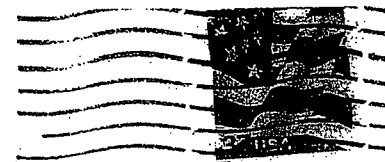

Secretary

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Berry M. Berry III Lot 9
Berry M. Berry III
Printed name

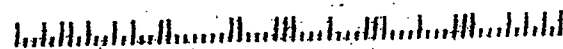


Brenda H. Berry



Mr. Andrew A. Corriveau, CU
Agent
P.O. Box 1717,
Beaufort, SC 29902

29901/1717



0520

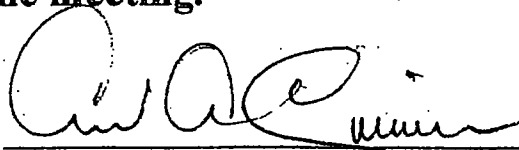
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For ATFH, Lot 14
MARIN

Neil J. HARREVELD
Printed name Member

ATFH REAL PROPERTY, LLC

CAN WE RECEIVE A COPY
OF THE COVENANTS & RESTRICTIONS?

Pls call @ 877-735-5736

PLS NOTE NEW Co and
ADDRESS ON COPY OF

QUIT CLAIM DEED

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

STATE OF SOUTH CAROLINA COUNTY OF BEAUFORT

KNOW ALL MEN BY THESE PRESENTS: That MARIN PROPERTIES, LLC, whose address is:
630 U.S. HIGHWAY ONE, SUITE 300 N. PALM BEACH, FL 33408,

Grantor, for and in consideration of ONE DOLLAR (\$1.00) and other good and
valuable considerations the receipt of which is hereby acknowledged, do remise, release, and quit

claim unto ATFH REAL PROPERTY, LLC, Grantee, whose address is:
630 U.S. HWY ONE, THIRD FLOOR NORTH PALM BEACH, FL 33408

Grantee, grantee's heirs, executors, administrators and assigns, forever, the following described

property, situate, lying and being in the County of BEAUFORT, State of SOUTH CAROLINA
to-wit: (LEGAL PROPERTY DESCRIPTION BELOW)

DISTRICT 112 MAP 0032 SUB MAP PARCEL 0228 BLOCK:0000

All that certain piece, parcel, or tract of land, lying and being in the on Port Royal Island, Beaufort
County, State of South Carolina, containing one lot designated as Lot 14 Wright's Point Sub Division,
Phase I, PB 64 P150 PB65 P46 PB69 P122

Derivation: Book 1444 Page 841

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in
anywise appertaining.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on January 23, 2004
DATE

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTOR

Neil J. Harreveld, Vice President
PLEASE PRINT OR TYPE NAME AS IT APPEARS

PLEASE PRINT OR TYPE NAME AS IT APPEARS

WITNESS

Tadgh MacAuley
PLEASE PRINT OR TYPE NAME AS IT APPEARS

WITNESS

Jennifer Kulesa

PLEASE PRINT OR TYPE NAME AS IT APPEARS

STATE OF Florida COUNTY OF Palm Beach

I HEREBY CERTIFY that on this 23th day of January, 2004 before me
DATE MONTH YEAR

personally appeared Neil J. Harreveld who is personally known to me or who has produced
NAME

the identification shown below, who is the person described in and who executed the foregoing
instrument, and who, after being sworn, says that the execution hereof is his/her free act and deed for
the uses and purposes herein mentioned and an oath ~~was~~ was not (mark one out) taken.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official
seal, the day and year last aforesaid.

☒ To me personally known

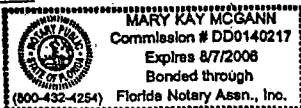
☐ Identified by Driver's License

My commission expires: 8-7-2006

Commission No.: 200140017

NOTARY PUBLIC

MARY KAY MCGANN
PLEASE PRINT OR TYPE NAME AS IT APPEARS



0522

ATFH Real Property, LLC
630 U.S. Highway One
Third Floor
North Palm Beach, FL 33408
ADDRESS CORRECTION REQUESTED

BT 2121+1055Z

★ ★ ★
123
0831 00.370 FEB 26 04
5546 NORTH PALM BEACH, FL 33408
PB6579708

CORRIVEAU INSURANCE AGENCY, INC.
~~State Farm Insurance Companies~~
~~2300 Boundary Street~~
Post Office Box 1717
BEAUFORT SC 29901

0523

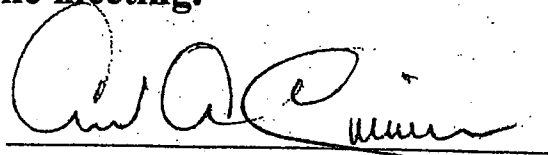
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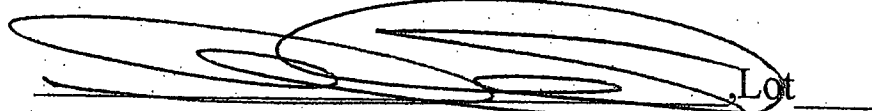
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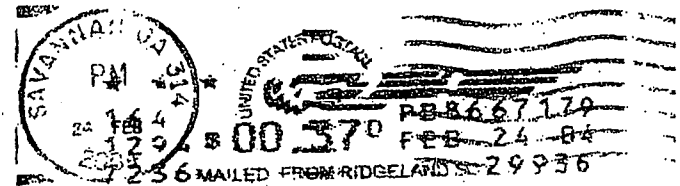
Secretary

The undersigned hereby appoints _____ as my proxy to vote on my behalf on all matters that may come before the meeting noted above of the Owners Association.

 Lot

Daniel E. Henderson
Printed name

OFFICES
PETERS, MURDAUGH, PARKER, ELTZROTH & DETRICK
PROFESSIONAL ASSOCIATION
POST OFFICE BOX 2500
RIDGELAND, SOUTH CAROLINA 29936-2500



Andrew A. Corriveau, CIU
Agent
P.O. Box 1717
Beaufort, South Carolina 29902

0525

FAX # 843-524-1717

→ ATTENTION: ANDY CORRIVEAU

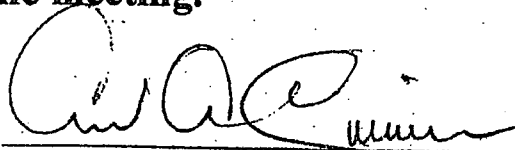
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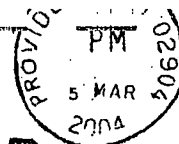
Secretary

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William E. Adams, Lot 19

WILLIAM E. ADAMS
Printed name

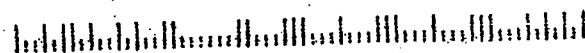
41 MIDDLE ST
N KINGSTOWN, R.I. 02852



CORRIVEAU INSURANCE AGENCY, INC.

**Post Office Box 1717
BEAUFORT SC 29901**

29901+1717 19



0527

Fax Cover Sheet



1100 Johnson Ferry Road, Suite 500
Marietta, Georgia 30068
Phone: 770-509-6600
Fax: 770-509-6666

Date: 3/9/2004

To: ANDREW CORRIVEAU

Company: _____

Fax: 1-843-525-1717

From: JOHN GREENSBY

Company: Re

Tel: 770-643-1248

Comments:

Proxy for JOHN & DOT
GREENSBY, LOT 5
WRIGHTS POINT

Number of pages including this one: _____

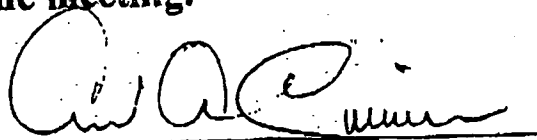
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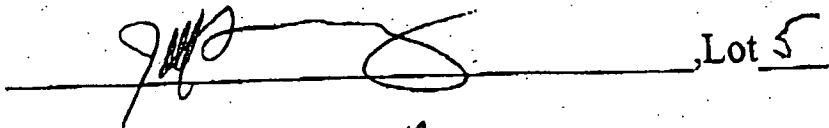
This Notice is given on this 23rd day of Feb, 2004, by the Secretary of the Corporation, by mailing on this date a true and correct copy of this notice to the address on file for each Owner.

Any Owner who is not able to attend the meeting is requested to execute the Proxy, below, and to fill in the name of Robert Cullen, the President of the Association, or some other owner to act on your behalf at the meeting.



Secretary

The undersigned hereby appoints ROBERT CULLEN as my proxy to vote on my behalf on all matters that may come before the meeting noted above of the Owners Association.



Lot 5

JIM M. GREGG

Printed name

Fax Cover Sheet

T-493 P.001/002 F-533



1100 Johnson Ferry Road, Suite 500
Marietta, Georgia 30068
Phone: 770-509-6600
Fax: 770-509-6666

Date: 3/9/2004

To: ANDREW CORRIVEAU

Company: _____

Fax: 1-843-525-7717

From: JOHN GREIGSBY

Company: REF

Tel: 770-643-1248

Comments:

Proxy for JOHN & DOT
GREIGSBY
WRIGHTSPPOINT

Number of pages including this one: _____

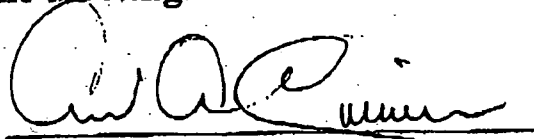
Notice of Annual Meeting of Owners
Of
Wright's Point Home Owners Association, Inc.

Pursuant to the Covenants, this supplemental annual meeting of the owners of Wright's Point Homes Owners Association, Inc., is called and will be held on the 10th day of March, 2004. The meeting will be held at 6 Wright's Point, Port Royal, SC at 7:00 PM.

The purpose of this meeting is to review the legal issues facing our Association and to determine a course of action to resolve those issues. Additionally, we will review the actions taken at the meeting of Jan 21st, 2004 and affirm those actions.

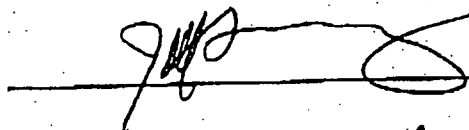
This Notice is given on this 23rd day of Feb, 2004, by the Secretary of the Corporation, by mailing on this date a true and correct copy of this notice to the address on file for each Owner.

Any Owner who is not able to attend the meeting is requested to execute the Proxy, below, and to fill in the name of Robert Cullen, the President of the Association, or some other owner to act on your behalf at the meeting.



Secretary

The undersigned hereby appoints ROBERT CULLEN as my proxy to vote on my behalf on all matters that may come before the meeting noted above of the Owners Association.

Lot 5

JIM M. GREGSBY
Printed name

CERTIFICATE OF MAILING
MEETING 3/10/2004

Wright's Point Homeowner Association

Notice sent via US Postal Service:

<u>Lot #</u>	<u>Name</u>
9	\Percy Berry ✓
42	\Pat Betz ✓
6	\James & Norma Brown ✓
24	\Lloyd Denny ✓
33	\Bob Drummond ✓
36,28	\Mark Gee ✓
31	\Kendall Gee ✓
5	\John & Dot Grigsby ✓
12	\Leslie Hanna ✓
43	James & Theresa Lane (sent to Linda Miller) ✓
13,16	\Don Houck ✓
22,23,25,27,40,29,30,40	\McRae & Stole ✓
44	\Linda Miller ✓
1	\Daniel Henderson/John E. Parker ✓
20	\Richard Ratcliff ✓
17	\Kenneth Shuler ✓
4	\Leland & Karen Stoddard ✓
11	\Matt Trump for Tony Trumps ✓
35	\Wayne Webb ✓
18	\John & Patricia Youmans ✓
2	\Kyle & Debbie Myers ✓
15	\Tony Porter for the Trust ✓
14	\Marin Properties, LLC ✓
19	\Jeannene Marconi ✓

Notices sent 2/23/04 affixed with appropriate postage, deposited at the
Burton Post Office.

Brooke Cunnella 2-23-04
printed name and date

CERTIFICATE OF PERSONAL DELIVERY
MEETING 3/10/2004

Wright's Point Homeowners Association

Notice of meeting personally delivered by Robert Pearson

<u>Lot#</u>	<u>Name</u>
10	James Bellamy
8	Tammy Blocker
39	John & Marcia Caldwell
7	Andy Corriveau
3	Bob Cullen
26	Kurt & Shayla Ellenberger
21	David & Melissa Mandell
32	Bob & Michael Pearson
33	Ripley & Hucks
38,37	Tom & Daria Paterson

Notice personally delivered to above individuals 2/23/04.



printed name and date

OWNER DIRECTORY

WRIGHT - WRIGHTS POINT HOMEOWNERS ASSOC

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Unit # Code Status	Property Owner Name Property Owner Address	Total Owa 0 - 30 30 - 60 60 - 90	Fees New Fees Late Fee \$/Day	Deposit Interest Last Month Due Day	Move In Move Out Lease To Paid To	Last Inc Next Inc Notice	Sq. Ft. \$/ Sq Ft % Sq Ft	Telephone (O/H) Notes
WRIGHT	WRIGHTS POINT HOMEOWNERS AS							
10 BELL10 Current	BELLAMY, III, JAMES R. PO BOX 403 BEAUFORT, SC 29901	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	01/17/01		0.0 / 0.0	
42 BETZ42 Current	BETZ, PATRICIA	500.00 0.00 500.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	12/31/02		0.0 (843) 986-0679 / (843) 252-9500 0.0 PAT BETZ FROM KEVIN 0.0 PEEPLES	
08 BLOC08 Current	BLOCKER, EDWARD & TAMARA E	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	12/31/98		0.0 / 0.0	
06 BROWN06 Current	BROWN, JAMES & NORMA	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	01/08/02		0.0 / (843) 838-5371 0.0 FROM CLELAND PER LOGAN 0.0 LAW FIRM	
39 CALD39 Current	CALDWELL, JOHN & MARCIA	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	06/27/03		0.0 / 0.0 FROM MCRAE & STOLTZ PER 0.0 FENDER OFFICE 6/27/03 FROM 0.0 MCNEAL PER TEDDER'S	
07 CORR07 Current	CORRIVEAU, ANDY PO BOX 1717 BEAUFORT, SC 29901	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	07/31/02		0.0 / 0.0 FROM DRUMMOND'S PER 0.0 PENNY @ LOGAN 7/31/02	
03 CULL03 Current	CULLEN, ROBERT & MARY LOU	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	08/31/00		0.0 / (843) 525-0304 0.0 FROM MCNEAL PER DAWN 0.0 @H&B	
24 DENN24 Current	DENNY, LLOYD	2,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	02/21/03		0.0 / 0.0 2/21/03 FROM TONY PORTER	
26 ELLE26 Current	ELLENBERGER, KURT R. & SHAYLA 356	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	05/31/00		0.0 (843) 770-0133 / 0.0 PER MARY G. @ GRIMSLEY'S	
02 HANN02 Current	HANNA, L. R. L.H. HANNA TIMBER COMPANY, INC PO BOX 1168 WALTERBORO, SC 29488-1168	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	08/04/00		0.0 / 0.0 PER TEDDER'S OFFICE IN 0.0 RIDGELAND FROM MCNEAL	
13 HOUC13 Current	HOUCK, DON PO BOX 1119 ALLENDALE, SC 29810	1,000.00 0.00 1,000.00 0.00	0.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	07/30/02		0.0 / 0.0 FROM TONY PORTER	
21 MAND21 Current	MANDELL, DAVID & MELISSA PO BOX 251 PORT ROYAL, SC 29935-0251	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	12/31/98		0.0 / 0.0	
19 MARC19 Current	MARCONI, JEANNENE	1,800.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	06/29/98		0.0 (858) 653-6470 / (858) 688-1672 0.0 CHANGED OWNERSHIP 0.0 9/03 Jeanne Marconi, PO Box 0.0 6392, LEESBURG, VA 20176	
43 MILL43 Current	MILLER, LINDA JAMES H. LANE, JR.	500.00 0.00 500.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	01/05/99		0.0 / 0.0	
44 MILL44 Current	MILLER, JON & LINDA E 902	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	12/31/98		0.0 / 0.0	
32 PEAR32 Current	PEARSON, ROBERT F. & MICHEL B	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.00 0.00 1	06/03/03		0.0 / (706) 650-0205 0.0 FROM TOM DARNELL-6/3/03 0.0 PER LOGAN OFFICE	
14 PORT14	PORTER, TONY E	1,000.00 0.00	1,000.00 0.00	0.00 0.00	12/31/98		0.0 /	

OWNER DIRECTORY

WRIGHT - WRIGHTS POINT HOMEOWNERS ASSOC

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Unit # Code	Property Owner Name	Total Owed 0-30 30-60 60-90	Fees New Fees Late Fee \$/Day	Deposit Interest Last Month Due Day	Move In Move Out Lease To Paid To	Last Inc Next Inc Notice	Sq. Ft. \$/Sq Ft	Telephone (O/H) Notes
Current	7	1,000.00 0.00	0.00% 0.00	0.00 1			0.0	
15 PORT15 Current	PORTER, TONY	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.0 0.00 1	12/31/98		0.0	
20 RATC20 Current	RATCLIFF, RICHARD STRUCTURAL IMAGES PO BOX 2393 BEAUFORT, SC 29901	750.00 0.00 750.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.0 0.00 1	12/31/98		0.0	
34 RIP134 Current	RIPLEY, DR. DANIEL DR. ANDREA HICKS	500.00 0.00 500.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.0 0.00 1	11/07/00		0.0	(843) 263-4491 / (843) 525-0741 FROM SUSAN CLARKSON 11/7/00 PER DEBORAH KANE ATTORNEY IN WALTERBORO
17 SHO17 Current	SHULER, KENNETH	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.0 0.00 1	12/31/98		0.0	(803) 960-1100 / (803) 996-0101
04 STOD04 Current	STODDARD, LELAND C. & KAREN H. 902	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.0 0.00 1	03/13/00		0.0	FROM MCNEAL 3/13/00
35 WEBB35 Current	WEBB, WAYNE	1,000.00 0.00 1,000.00 0.00	1,000.00 0.00 0.00% 0.00	0.00 0.0 0.00 1	12/31/98		0.0	
		23,050.00 0.00 21,250.00 0.00	22,000.00 0.00	0.00 0.00 0.00			0.00 0.00	

AGED RECEIVABLES
WRIGHTS POINT HOMEOWNERS ASSOC (WRIGHT)
 Amount Owed: >0

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 1/31/04
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Code	Name	Unit	Amount Receivable	Not Yet Due	0-30 Days	30-60 Days	60-90 Days	Over 90 Days	Available Prepay
CULL03	CULLEN	03	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
STOD04	STODDARD	04	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
BROWN06	BROWN	06	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
CORR07	CORRIVEAU	07	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
BLOC08	BLOCKER	08	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
BELL10	BELLAMY, III	10	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
TRUM11	TRUMPS	11	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
HANN12	HANNA	12	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
HOUC13	HOUCK	13	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
PORT14	PORTER	14	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
PORT15	PORTER	15	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
SHOL17	SHULER	17	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MARC19	MARCONI	19	2,050.00	0.00	1,000.00	0.00	0.00	1,050.00	0.00
RATC20	RATCLIFF	20	750.00	0.00	750.00	0.00	0.00	0.00	0.00
MAND21	MANDELL	21	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MCRA22	MCRAE & STOLZ, INC.	22	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MCRA23	MCRAE & STOLZ, INC.	23	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
DENN24	DENNY	24	2,000.00	0.00	1,000.00	0.00	0.00	1,000.00	0.00
MCRA25	MCRAE & STOLZ, INC.	25	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
ELLE26	ELLENBERGER	26	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MCRA27	MCRAE & STOLZ, INC.	27	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MCRA29	MCRAE & STOLZ, INC.	29	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MCRA30	MCRAE & STOLZ, INC.	30	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
PEAR32	PEARSON	32	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
DRUM33	Dr. Darrell Hoier, Emergenc	33	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
RIP134	RIPLEY	34	500.00	0.00	500.00	0.00	0.00	0.00	0.00
WEBB35	WEBB	35	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
CALD39	CALDWELL	39	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MCRA40	MCRAE & STOLZ, INC.	40	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MCRA41	MCRAE & STOLZ, INC.	41	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
BETZ42	BETZ	42	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
MILL43	MILLER	43	500.00	0.00	500.00	0.00	0.00	0.00	0.00
MILL44	MILLER	44	1,000.00	0.00	1,000.00	0.00	0.00	0.00	0.00
			33,800.00	0.00	31,750.00	0.00	0.00	2,050.00	0.00

Jan. 31, 04

INCOME STATEMENT
WRIGHTS POINT HOMEOWNERS ASSOC - (WRIGHT)
Jan 2004

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1/31/04
04:36 PM

Prepared For:
WRIGHTS POINT HOMEOWNERS ASSOC.
PO BOX 1225
Beaufort, SC 29901

Prepared By:
BUNDY APPRAISAL & MANAGEMENT
PO Box 1225
Beaufort, SC 29901

	Month to Date	%	Year to Date	%
INCOME				
Assessment Income	44,000.00	0	44,000.00	0
TOTAL INCOME	44,000.00	0	44,000.00	0
EXPENSES				
Administrative Expenses				
Audit/Legal/Acctg	564.75	0	564.75	0
Accounting Fees	300.00	0	300.00	0
Postage/Supplies	16.12	0	16.12	0
Operating Expenses				
Grounds Maintenance	1,500.00	0	1,500.00	0
Roads/Alley Maintenance	150.00	0	150.00	0
Utilities				
Electricity	1,146.05	0	1,146.05	0
Irrigation Water	42.70	0	42.70	0
TOTAL EXPENSES	3,719.62	0	3,719.62	0
NET INCOME	40,280.38	0	40,280.38	0

0537

BALANCE SHEET
WRIGHTS POINT HOMEOWNERS ASSOC - (WRIGHT)
Jan 2004

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1/31/04
04:35 PM

Prepared For:
WRIGHTS POINT HOMEOWNERS ASSOC.
PO BOX 1225
Beaufort, SC 29901

Prepared By:
BUNDY APPRAISAL & MANAGEMENT
PO Box 1225
Beaufort, SC 29901

ASSETS**CASH**

Cash in Bank

19,533.03

TOTAL CASH

19,533.03

Accounts Receivable

33,800.00

TOTAL ASSETS53,333.03**LIABILITIES & CAPITAL****LIABILITIES**

Loan from Porter & McNeal

14,835.75

TOTAL LIABILITIES14,835.75**CAPITAL**

Retained Earnings

40,280.38

Prior Years Retained Earnings

-1,783.10**TOTAL CAPITAL**

38,497.28

TOTAL LIABILITIES & CAPITAL53,333.03**0538**

MEMORANDUM

Date: March 10, 2004

From: Tony Porter

To: John North as attorney for Mr. Robert and Mary Lou Cullen and Andy Corriveau

I have been advised that you have been retained by the Cullens and Andy Corriveau, in this regard, I am directing this correspondence to you. Please be advised that I was not provided with written notice of the upcoming property owners' meeting, but received a telephone call this week advising me of the same. In that I am scheduled to be out of the state, I will not be able to attend and object to this meeting being called and being represented as a meeting of the Wright's Point Homeowners Association.

Please be advised that as the Developer of Wright's Point I am still in control of the Wright's Point Homeowners Association. Any representation to the contrary is not only false, it is in violation of the Declarations of Covenants, Conditions, Restrictions and Easements for Wright's Point.

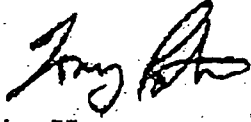
In addition, contrary to prior representations, I am not in bankruptcy. As a lawyer it would seem that part of your initial investigation into this matter would have made this clear and would have been relatively easy to determine. Further, please be advised that I still have lots at Wright's Point. In addition, I intend to continue to develop lots within Phase I of Wright's Point. I have never expressly amended the Covenants to turn over control of Wright's Point to the homeowners, and most importantly I still assert control over the Association. I do not believe your clients have even a good faith claim that they have control over the Association, and again would respectfully request that they stop asserting that they are acting in a manner consistent with the Covenants.

Memorandum
March 10, 2004
Page 2

Finally, I have been informed that your clients have forwarded minutes to people allegedly quoting Mr. McNeal and others. I have been advised that much of the information presented in these documents is both misleading and false. Although I look forward to meeting with most of the property owners, it seems as though the Cullens and Mr. Corriveau appear will say or do almost anything to accomplish their agenda. I do not believe that their agenda is in the best interest of the development of Wright's Point.

I am forwarding to you a copy of my prior memorandum which was hand delivered by me at the last meeting called by your clients in January for your records. I have been informed, that Mr. Cullen in his preparation of his minutes from the last meeting failed to mention that I was both present and objected to the meeting. In addition, I have been advised that he chose not to forward my written objection provided at this meeting to the owners not present. This appears to have been for the purpose of misleading many of the property owners.

MEMORANDUM

Date: January 21, 2004
From: Tony Porter 
To: The Wright's Point Home Owners

I have "heard" of some rumors about some things and I want to set the record straight about what I've heard.

1. I am not now bankrupt nor have I ever filed bankruptcy. Rumors about this issue have damaged my reputation and these rumors have damaged the reputation of the subdivisions like Wright's Point in which I am involved. If you know of someone spreading this false information, please let me know so that your property values are not affected by these libelous statements.
2. A meeting has been called for this evening of the Wright's Point Home Owners Association. You need to understand the facts and not be influenced by the rumors about this organization and any such meeting.
 - a. I still own some lots in Wright's Point.
 - b. Someone has said that a house is not a "lot". The Restrictive Covenants define a "lot" as a single family lot described on the plat of the subdivision and it does not matter whether there is a house on it or not. It is still a lot.
 - c. As the developer who owns two lots, I still have the sole authority under the Restrictive Covenants to appoint and remove the directors of the Home Owners Association. That has not yet been done.
 - d. There are no bylaws, so directors cannot be appointed or elected. How many directors will there be until I create the bylaws? I am having bylaws prepared.

- e. No meeting of the Home Owners Association can officially take place until I create bylaws and appoint directors. This meeting tonight is not an official meeting. We will have an official meeting shortly.
 - f. While I was not given notice of the event and neither was several other persons that I have asked, I understand that some previous attempts have been made to conduct official Home Owners Association meetings. As I was not aware of these so called meetings and did not participate in them nor did I approve them, they are not legal.
3. There also seems to be a lot of rumors about what Bennett McNeal might do with the area that he owns between the brick gates and S.C. 802. So that you will have the correct information, I have asked Bennett to have an "information meeting" with all of you and with me to explain what his plans are for this area. Bennett has done some very nice projects and wants Wright's Point to be completed as a quality project. What is built between the brick gate and the highway can have a substantial positive impact on your property values if it is done correctly, or, there can be a negative impact on your property values if it is not done correctly. From what Bennett tells me, I think you will be pleased with his plans. A letter should be sent to you shortly about the meeting.
4. There are still some unfinished assets in Phase I and I would like your ideas about these matters. We will discuss them at the information meeting with Bennett.

March 10, 2004

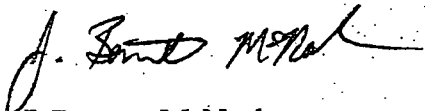
Hand Delivered

Mr. John North
North & Black, P.C.
1103 Bay Street
Beaufort, South Carolina 29902

Dear Mr. North:

As you are aware, I own the front portion of Wright's Point. I understand that you represent Mr. Cullen, who claims to be the President of the Wright's Point Homeowners Association and is sending out selective notices of property owners' meetings. I have never been provided with written notice of these so called homeowners meetings or minutes. I object to these meetings as they are in violation of the restrictive covenants. I understand that Tony Porter still controls the Wright's Point Homeowners Association, and have not been provided with any legal authority to the contrary. Without prejudice to my objections to this meeting, I would request that this letter be read into the record of any so called meeting in recognition of my formal objection to any meeting of the Association called by a person other than the Developer, Tony Porter.

Sincerely,



J. Bennett McNeal

Feb. 10th, 2004

Dear Neighbors and Owners,

Now that our Annual Meeting has taken place and your new Board of Directors elected, I thought I would report to you the developments which have occurred here at Wrights Point.

As you may remember, we initially formed a POA at the suggestion of Mr. Bennett McNeal and after failed attempts to negotiate the transition from the developers; we were forced to retain an attorney to pursue the matter. A careful and thoughtful review of our Covenants along with an analysis by our attorney confirms that control of the Association is vested in the 44 lot owners. After failed attempts to meet with the developer's attorney, we finally met with their attorney, only to have him abruptly walk out of the meeting, ending all attempts to negotiate a orderly transition. We regret this development and your Board is now considering filing a motion for a Declaratory Judgment. We feel strongly that we will prevail in this matter.

The issues are substantial and will have an adverse impact on property values and quality of life in our neighborhood. For the most part, the continued involvement of the developer in our neighborhood and the proposed inclusion of the outside parcels is detrimental to our position.

These issues are important and all owners need to be fully informed. To that end, I have decided to hold another meeting so we might get additional input and answer your questions before proceeding. Please take note of the notice attached. If you are unable to attend, please take the time to call me. In any event, it is equally important that you sign the attached proxy and return it to our secretary as soon as possible so any new business we take up may be acted upon properly.

Also attached is a copy of the minutes of our last meeting for your review. In addition to reading these minutes, I urge you to review the Covenants as well. Our Attorney will attend the meeting to present to us our options and to answer your questions.

We are interested in representing you fairly and can only do so if you participate. I hope that you agree that an open forum is the best approach to agreeing on our course of action. I look forward to speaking with each of you prior to the meeting.

Sincerely,

Bob Cullen, President
Wright's Point Property Owners Association

PLEASE CALL FOR
ADDITIONAL INFO

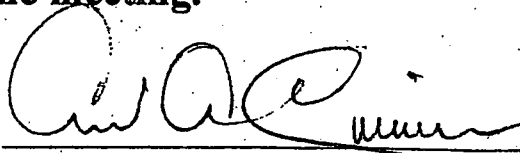
Notice of Annual Meeting of Owners
Of
Wright's Point Home Owners Association, Inc.

Pursuant to the Covenants, this supplemental annual meeting of the owners of Wright's Point Homes Owners Association, Inc., is called and will be held on the 10th day of March, 2004. The meeting will be held at 6 Wright's Point, Port Royal, SC at 7:00 PM.

The purpose of this meeting is to review the legal issues facing our Association and to determine a course of action to resolve those issues. Additionally, we will review the actions taken at the meeting of Jan 21st, 2004 and affirm those actions.

This Notice is given on this 23rd day of Feb, 2004, by the Secretary of the Corporation, by mailing on this date a true and correct copy of this notice to the address on file for each Owner.

Any Owner who is not able to attend the meeting is requested to execute the Proxy, below, and to fill in the name of Robert Cullen, the President of the Association, or some other owner to act on your behalf at the meeting.


Secretary

The undersigned hereby appoints _____ as
my proxy to vote on my behalf on all matters that may come
before the meeting noted above of the Owners Association.

_____, Lot _____

Printed name

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Wright's Point Property Owners Association

Supplemental Annual Meeting March 10th, 2004

I. Call to Order

II. Approval of Jan 21st, 2004 meeting minutes

III> Old Business

- 1) Review of Legal issues
- 2) Confirmation of actions taken at 1/21/2004 meeting

III. New Business

- 1) Refusal of opposing council to discuss our concerns
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- 3) Review of property owners concern regarding possible fraudulent sales promotion of Wright's Point by Developer, McNeal Realty, Bennett McNeal and Wayne Webb.

IV. Adjournment

**Minutes of the Wrights Point Property Owners Association
Annual Meeting
Jan21st, 2004**

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Mary Lou Cullen made a Motion to accept the May 6th, 2003 Minutes. The Motion was Seconded and Passed

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1. Delinquent Accounts:

To date there are only 2 delinquent accounts for 2003 dues/assessments. The voting rights of these Owners are suspended until the accounts are brought current as provided for in the Covenants.

2. Signage:

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Owners at the annual meeting advised that they purchased lots and homes in the Wright's Point Plantation because it was a small community and rich in amenities, including 2 docks for only 44 lots.

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Parking of vehicles, construction equipment, trucks, and boats/trailers on other member's lots has been resolved and is no longer a problem.

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1. **Election of Officers and Directors**

Bob Pearson, the Chair of the Nominating Committee, presented the slate of this year's Officers and Directors. Bob Cullen opened up the floor for any additional nominations. There were no additional nominations.

Jim Brown made the motion that the slate of candidates be accepted as presented. The Motion was Seconded and Passed unanimously.

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Vice President	John Caldwell
Treasurer	Andrea Hucks
Secretary	Andy Corriveau
Directors	Jamie Bellamy
	David Mandell
	Michael Pearson

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Andrea Hucks presented the current financials and the proposed budget. The current were prepared by Bundy Appraisal and Management, who was hired by McNeal to perform WP's accounting and perform collection and notices. To date Bundy is our current association management firm. It was noted that this is the first budget ever presented to the members.

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There is \$14,835 Liabilities entry as a loan "From Porter and McNeal for excess Wrights Point expenses in the year 1999.

Bob Cullen stated that when he had asked Bundy Management to explain and document the expense, they could not. Bundy simply stated that Bennett McNeal asked them to include this on the financials without documentation or explanation.

Andy Corriveau moved that the developer loan be removed from the books until it could be determined to be a proper liability item.

During discussion of this item, it was noted that the developer may have owned most of the lots during the time that the loan was incurred and that if that were the case, the developer would be responsible for the majority of this debt. Additionally, it was questioned, if it was proper to pass onto future homeowners a developer incurred liability.

Ken Shuler seconded the Motion. The motion passed unanimously

In the Year 2000 Proposed Budget there is a plan for a \$2,000 Audit on the 1999 financials

Prior to the meeting Andy Corriveau asked Bundy about the results of the audit. Bundy could not provide any information about the audit.

See Note 1 at the end of the Minutes

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Hucks presented the proposed budget to the Association. The highlights of the budget are:

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WP would anticipate \$2,000 in additional revenue from ARB fees (4 homes)

There was approximately a \$12,000 surplus from 2003 (not including the \$3300 expense for legal fees)

All Administrative, Utility, and Operating expenses were projected to be approximately the same.

WP would budget \$8,000 to cover new legal fees and payment of the existing legal bill of \$3,300, for a total of \$11,000.

This would yield Total Income of \$58,000, Expenses of \$53,125, and a Net Gain of \$4,875 to carry into 2005.

Mary Lou Cullen moved that the 2004 Budget be accepted. The motion was seconded and passed

4. Proposed New Development outside of the Plantation and impact to our properties

Bob Cullen recounted a conversation that he and Bob Pearson had in a meeting with Bennett McNeal and Wayne Webb (of McNeal Realty) Richard Ratcliff (of Structural Images) in November. In this meeting McNeal brought up several alarming issues.

McNeal did not know when, or even if, a second dock would be installed and questioned whose responsibility it was (Mc Neal or Porter).

McNeal stated that any installation of a dock would be a negotiated item with the property owners

McNeal planned to have a minimum of 125 new families in the outside parcels, and that this was considered "low density".

McNeal stated that the families in the outside parcels would have "Walking Access" to our docks and common areas.

McNeal stated that he planned to rip up the current main drive into WP Plantation, and reposition it to make a Central Drive with shops and homes over shops. During that time, the current WP Plantation owners would have to use the narrow alleyway road next to the fence.

McNeal also proposed that the current covenants be amended to lower the minimum house size to 1400 square feet (From 2200), to encourage faster selling of vacant lots inside of the gates. McNeal further stated that homes could be smaller but more richly appointed for the same amount of money.

Note: No lots are recorded for the outside areas.

Wayne Webb stated that Wrights Point has always been marketed as a "Walking Community" and that the "current property owners didn't really think that they would only have 44 lots with two large common areas, each with a dock".

McNeal stated that "if we engaged an attorney, that, because this would cost him money, any hope of getting a second dock would be gone."

Cullen (in the Annual Meeting) further stated that the outside parcels include approximately 120 to 150 feet of waterfront property (South of the original 44 lots in Wrights Point Plantation). This means that McNeal could use this parcel to build a separate dock and common areas for the 125 new families, without using our (inside) facilities.

Shayla Ellenberger stated that Porter had said that a pool would be available to them, but not visa versa (access to our docks and common areas)

Pearson addressed the meeting and advised that he and his wife feel that they were misled by the selling agent when they were considering purchasing property in the plantation. He further stated that he felt in his opinion this marketing deception was clearly "fraud". Pearson stated that he "Is really ticked, and that Porter could have made it simple, but chooses not to".

It was noted by the members that, "Its quite simple, they (McNeal) are promising access to our dock(s) and common areas at our expense, and their financial gain."

5. Discussion of Next Action

Shayla Ellenberger stated, "Lets fight for the dock and the irrigation"

Ken Shuler stated, "Lets get an injunction that would prevent them from building outside... We should put a gate at the entrance to Wright's Point Plantation and a fence around the parameter.

Shayla Ellenberger made a Motion to "Continue to try to solve the "Dock" and "Walking Privileges" issues with out going to court, but to file a law suite , if a meeting does not solve our differences and the developer continues to attempt to control the POA."

The motion was Seconded and passed without opposition.

In the discussion which followed the motion, no property owners had been told that Wrights Point Plantation was a "Walking Community" and that access to common areas and facilities would be granted to all property owners in Parcels "A", "B", and "D".

6. Other Concerns

Mail Delivery at our homes

Mary Lou Cullen stated that she has been trying to set up a meeting with the local post master to get mail delivered directly to our homes.

Where do we send our dues?

Bob Cullen stated that although we hope to resolve our issues with Porter and McNeal, we ask that you send your annual dues to Andrea Hucks, our Treasurer, who will deposit these moneys in a separate bank account.

The existing money that currently resides with Bundy Management, will be used to pay our normal expenses. Additionally, since Bundy will only take direction from McNeal, we are also researching other property managers who can fulfill Bundy's function.

New By-Laws

Bob Cullen stated that he had reviewed many different association by-laws which define how associations govern themselves. Cottage Farm's By-Laws seem to be most comprehensive. Bob said that he had scanned these by-laws into the computer and was in the process of editing them. Bob also asked for help for the process of editing. Jon Miller volunteered his assistance.

IV. Adjournment

A Motion was made by Mary Lou Cullen to Adjourn the meeting.

The Motion was Seconded and Passed

Note 1: Meeting with Bundy. On Jan 22, one day after the Annual Meeting, Bob Cullen met personally with Lawrence Davis of Bundy Management about the Audit. Davis stated that no audit was performed by his organization, and he was not asked to provide any WP financials to support such an outside audit.

Note 2. Federal Classification. Although no one knew the answer at the time of the meeting, on Jan 22, Bob Cullen met with Bundy and found that WP was a Type "C" corporation, had filed tax returns (by Bundy) and had a Federal ID number

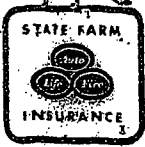
Note 3. The Secretary of the Wrights Point POA confirmation of the attendance and the proxies. Andy Corriveau confirmed that the meeting, met the requirements of the Covenants. Physical attendance and/or receipt of proxies in excess of 50% of the property owners had been recorded.

AGENDA

Wright's Point Property Owners Association

Supplemental Annual Meeting
March 10th, 2004

- I. Call to Order
- II. Approval of Jan 21st, 2004 meeting minutes
- III> Old Business
 - 1) Review of Legal issues
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Corriveau Insurance
Agency, Inc.
Andrew A. Corriveau CLU
State Farm Ins. Co's.
P O Box 1717
Beaufort, S.C. 29901
Phone 843 525 1717
Fax 843 525 1717

facsimile transmittal

To:	Lawrence Davis	Fax:	521.0743
From:	Andrew A. Corriveau	Date:	3/2/04
Re:	Wright's Point POA	Pages:	1
CC:	[Click here and type name]		
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle			

Lawrence, Please send me a signed stm to include a list of owners with unpaid association dues.

See previous request and your advisement.

Thanks, Andy



Fax Transmission

To: Andrew Carriver From: LAWANCE DAVIS
Company: Wrights Point Sd. Date: FEB. 23, 2008
Fax #: 525-1717 Time: 3:45

You should receive 2 page(s) including this one.
If you do not receive all pages, please call (843) 524-2207/FAX (843) 521-0743

Message: PLEASE NOTE COPY OF RECEIVABLES
AS OF TODAY —

WE CAN NOT MAKE ENTRIES OR
CHANGES TO BOOKS UNLESS
INSTRUCTED BY DEVELOPER OF
COURT.

IF YOU NEED A STATEMENT
REFERRING TO UNPAID ACCOUNT,
PLEASE CALL. THIS PRINT OUT
IS THE BREAKDOWN

BUNDY APPRAISAL & MANAGEMENT, INC.

P.O. Box 1225 Beaufort, SC 29901 Phone (843) 524-2207 Fax (843) 521-0743

1204 Boundary Street

0555

Feb. 23rd, 2004

Mr. Lawrence Davis
Bundy Appraisal and Management, Inc.
1204 Boundary St.
Beaufort, SC 29902

RE: Wright's Point Homeowners Association

Dear Lawrence,

Please accept this memorandum as evidence of our intention to place you on notice that that during a meeting of the owners of the Wright's Point Homeowners Association a motion was made, seconded and carried which required that a liability item noted as a loan from Porter and Mc Neal, in the approximate amount of \$14,835.76, be removed from the books of the Association until it could be determine to be a legal debt.

It is our desire that the loan be immediately removed from your books and that no dispersement (either partially or fully) be made to Mr. Porter or Mr. Bennett to satisfy that loan.

Additionally, please accept this as our written request for a signed Certificate setting forth whether the assessments for each owner/lot has been paid, if not, the amount currently due. Article 8.09, in our Covenants, grant authority to you to release this information to any owner upon receipt of written request. A return envelope to attached for your use in responding to this request.

Thank you for your attention to this matter.

Sincerely,

Andrew Corriveau, Secretary
Wright's Point Homeowners Association
PO Box 1717
Beaufort, SC 29901

Cc Robert Cullen, President
Cc Andrea Hucks, Treasurer

Feb. 10th, 2004

Dear Neighbors and Owners,

Now that our Annual Meeting has taken place and your new Board of Directors elected, I thought I would report to you the developments which have occurred here at Wrights Point.

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1.843.525.0304

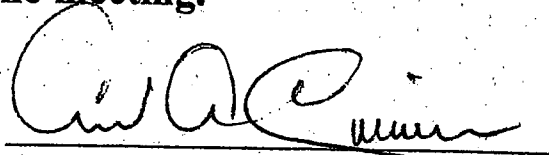
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The Motion was Seconded and Passed

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ATTENDANCE RECORD
Wrights's Point Owners Association
Supplemental Annual Meeting
3/10/2004

lot #	Name	Attended	Proxy	Absent
1	Henderson/Parker			
2	Kyle Myers			
3	Bob Cullen			
4	Leland Stoddard			
5	John Grigsby			
6	James Brown			
7	Andy Corriveau			
8	Tammy Blocker			
9	Percy Berry			
10	James Bellamy			
11	Trumps			
12	Leslie Hanna			
13	Don Houck			
14	Marin Properties			
15	Porter Trust			
16	Don Houck			
17	Kenneth Shuler			
18	John Youmans			
19	Adams			
20	Richard Ractcliff			
21	David Mandell			
22	McRae			
23	McRae			
24	Lloyd denny			
25	McRae			
26	Kurt Ellenberger			
27	McRae			
28	Mark Gee			
29	McRae			
30	McRae			
31	Kendall Gee			

Lot #	Name	Attended	Proxy	Absent
32	Bob Pearson			
33	Bob Drummond			
34	Ripley & Hucks			
35	Wayne Webb			
36	Mark Gee			
37	Tom Paterson			
38	Tom Paterson			
39	John Caldwell			
40	McRae			
41	McRae			
42	Pat Betz			
43	James Lane/Miller			
44	Linda Miller			

Feb. 10th, 2004

Dear Neighbors and Owners,

Now that our Annual Meeting has taken place and your new Board of Directors elected, I thought I would report to you the developments which have occurred here at Wrights Point.

As you may remember, we initially formed a POA at the suggestion of Mr. Bennett McNeal and after failed attempts to negotiate the transition from the developers; we were forced to retain an attorney to pursue the matter. A careful and thoughtful review of our Covenants along with an analysis by our attorney confirms that control of the Association is vested in the 44 lot owners. After failed attempts to meet with the developer's attorney, we finally met with their attorney, only to have him abruptly walk out of the meeting, ending all attempts to negotiate a orderly transition. We regret this development and your Board is now considering filing a motion for a Declaratory Judgment. We feel strongly that we will prevail in this matter.

The issues are substantial and will have an adverse impact on property values and quality of life in our neighborhood. For the most part, the continued involvement of the developer in our neighborhood and the proposed inclusion of the outside parcels is detrimental to our position.

These issues are important and all owners need to be fully informed. To that end, I have decided to hold another meeting; so we might get additional input and answer your questions before proceeding. Please take note of the notice attached. If you are unable to attend, please take the time to call me. In any event, it is equally important that you sign the attached proxy and return it to our secretary as soon as possible so any new business we take up may be acted upon properly.

Also attached is a copy of the minutes of our last meeting for your review. In addition to reading these minutes, I urge you to review the Covenants as well. Our Attorney will attend the meeting to present to us our options and to answer your questions.

We are interested in representing you fairly and can only do so if you participate. I hope that you agree that an open forum is the best approach to agreeing on our course of action. I look forward to speaking with each of you prior to the meeting.

Sincerely,

Bob Cullen, President
Wright's Point Property Owners Association

PLEASE CALL FOR
ADDITIONAL INFO

9935

1.843.525.0304

0568

Notice of Annual Meeting of Owners
Of
Wright's Point Home Owners Association, Inc.

Pursuant to the Covenants, this supplemental annual meeting of the owners of Wright's Point Homes Owners Association, Inc., is called and will be held on the 10th day of March, 2004. The meeting will be held at 6 Wright's Point, Port Royal, SC at 7:00 PM.

The purpose of this meeting is to review the legal issues facing our Association and to determine a course of action to resolve those issues. Additionally, we will review the actions taken at the meeting of Jan 21st, 2004 and affirm those actions.

This Notice is given on this 23rd day of Feb, 2004, by the Secretary of the Corporation, by mailing on this date a true and correct copy of this notice to the address on file for each Owner.

Any Owner who is not able to attend the meeting is requested to execute the Proxy, below, and to fill in the name of Robert Cullen, the President of the Association, or some other owner to act on your behalf at the meeting.



Secretary

The undersigned hereby appoints _____ as my proxy to vote on my behalf on all matters that may come before the meeting noted above of the Owners Association.

_____, Lot _____

Printed name

0569

AGENDA

Wright's Point Property Owners Association

Supplemental Annual Meeting

March 10th, 2004

- I. Call to Order
- II. Approval of Jan 21st, 2004 meeting minutes
- III> Old Business
 - 1) Review of Legal issues
 - 2) Confirmation of actions taken at 1/21/2004 meeting
- III. New Business
 - 1) Refusal of opposing council to discuss our concerns
 - 2) Proposal to move forward with Motion for a Declaratory Judgment
 - 3) Review of property owners concern regarding possible fraudulent sales promotion of Wright's Point by Developer, McNeal Realty, Bennett McNeal and Wayne Webb.
- IV. Adjournment

**Minutes of the Wrights Point Property Owners Association
Annual Meeting
Jan21st, 2004**

I. Approval of May 6th Minutes

Mary Lou Cullen made a Motion to accept the May 6th, 2003 Minutes. The Motion was Seconded and Passed

II. Old Business

1. Delinquent Accounts:

To date there are only 2 delinquent accounts for 2003 dues/assessments. The voting rights of these Owners are suspended until the accounts are brought current as provided for in the Covenants.

2. Signage:

New signs were installed on the WP streets and entrance from Rt 802 for a total cost of \$6400. Mc Neal agreed to pay 50% of the cost. Some members felt that the total cost of the signage should have been bourn by the Developer

3. Maintenance.

Some of the existing irrigation was made operational. However, the irrigation around the Gazebo and the dock was not. In November, Mc Neal had installed above ground irrigation which followed the green fence from Rt 802 to side slue of Battery Creek, next to Youman's Lot (Lot 20). Although the irrigation ties into a well in the outside parcels, no water is pumped, since electricity is not installed.

Maintenance costs still seemed high. The largest expense items were SCG&E (\$12,000 for 51 gas lamps) and Mazanna (\$18,000 for grass cutting and maintenance to the common areas). Bob Cullen agreed to renegotiate our contract and to determine the scope of work performed.

4. Second Dock

Bob Cullen stated that when he and Bob Pearson had a meeting with Bennett McNeal, Wayne Webb, and Richard Ratcliff, McNeal would not commit to putting in the second dock. Cullen said that McNeal stated that 1) he did not think we had enough usage to justify it (yet), and that 2) he (McNeal) did not know whose responsibility (McNeal or Porter) it was, and that 3) the dock's installation would involve a "give and take" between the property owners and the Developer on other issues. The "other issues" discussed were

completion of the irrigation system, and "Walking Privileges" for future homeowners in the outside (of the gates) parcels. McNeal also re-iterated that the Wrights Point Community was all tied together and that there would be approximately 125 new homes built in the outside parcels.

In the meeting with McNeal, Cullen stated that it would be more beneficial to have the second dock built immediately because 1) it would help sell the undeveloped lots, 2) it would be less impact to existing home sites to have it done now, and 3) Porter was pretty much out of town and out of the picture. McNeal would not consent to putting in the second dock.

Owners at the annual meeting advised that they purchased lots and homes in the Wright's Point Plantation because it was a small community and rich in amenities, including 2 docks for only 44 lots.

5. **Parking**

Parking of vehicles, construction equipment, trucks, and boats/trailers on other member's lots has been resolved and is no longer a problem.

III. New Business

1. **Election of Officers and Directors**

Bob Pearson, the Chair of the Nominating Committee, presented the slate of this year's Officers and Directors. Bob Cullen opened up the floor for any additional nominations. There were no additional nominations.

Jim Brown made the motion that the slate of candidates be accepted as presented. The Motion was Seconded and Passed unanimously.

President	Bob Cullen
Vice President	John Caldwell
Treasurer	Andrea Hucks
Secretary	Andy Corriveau
Directors	Jamie Bellamy
	David Mandell
	Michael Pearson

2. **Presentation of the Budget**

Andrea Hucks presented the current financials and the proposed budget. The current were prepared by Bundy Appraisal and Management, who was hired by McNeal to perform WP's accounting and perform collection and notices. To date Bundy is our current association management firm. It was noted that this is the first budget ever presented to the members.

Concerns with the current financials

There is \$14,835 Liabilities entry as a loan "From Porter and McNeal for excess Wrights Point expenses in the year 1999.

Bob Cullen stated that when he had asked Bundy Management to explain and document the expense, they could not. Bundy simply stated that Bennett McNeal asked them to include this on the financials without documentation or explanation.

Andy Corriveau moved that the developer loan be removed from the books until it could be determined to be a proper liability item.

During discussion of this item, it was noted that the developer may have owned most of the lots during the time that the loan was incurred and that if that were the case, the developer would be responsible for the majority of this debt. Additionally, it was questioned, if it was proper to pass onto future homeowners a developer incurred liability.

Ken Shuler seconded the Motion The motion passed unanimously

In the Year 2000 Proposed Budget there is a plan for a \$2,000 Audit on the 1999 financials

Prior to the meeting Andy Corriveau asked Bundy about the results of the audit. Bundy could not provide any information about the audit.

See Note 1 at the end of the Minutes

Pat Betz inquired as to whether the WP Association had any insurance to protect the Officers and Directors, and the assets of the Association.

Bob Cullen concluded that since there were no charges for this type of insurance, it probably did not exist.

Mary Lou Cullen stated that a cost estimate for D&O Insurance was received by Bundy from Kinghorn Insurance, as requested by McNeal for Wrights Point and Polowana Island. Copy of this is available on request.

Pat Betz inquired as to who owns the roads and the common areas.

Bob Cullen answered that he had met with the town of Port Royal, and that the roads and common areas are owned and maintained by the Association.

Bob Cullen stated that the current financials, prepared by Bundy, did not include a current liability for legal expenses to Attn John North, for \$3300, and that this would have to be paid in the current (2004) year.

Michael Pearson inquired about the Tax Status of WP.

See Note 2 at the end of the Minutes

3. Proposed Budget

Hucks presented the proposed budget to the Association. The highlights of the budget are:

Lot Assessments would remain at \$1000.00 per lot.

WP would anticipate \$2,000 in additional revenue from ARB fees (4 homes)

There was approximately a \$12,000 surplus from 2003 (not including the \$3300 expense for legal fees)

All Administrative, Utility, and Operating expenses were projected to be approximately the same.

WP would budget \$8,000 to cover new legal fees and payment of the existing legal bill of \$3,300, for a total of \$11,000.

This would yield Total Income of \$58,000, Expenses of \$53,125, and a Net Gain of \$4,875 to carry into 2005.

Mary Lou Cullen moved that the 2004 Budget be accepted. The motion was seconded and passed

4. Proposed New Development outside of the Plantation and impact to our properties

Bob Cullen recounted a conversation that he and Bob Pearson had in a meeting with Bennett McNeal and Wayne Webb (of McNeal Realty) Richard Ratcliff (of Structural Images) in November. In this meeting McNeal brought up several alarming issues.

McNeal did not know when, or even if, a second dock would be installed and questioned whose responsibility it was (Mc Neal or Porter).

McNeal stated that any installation of a dock would be a negotiated item with the property owners

McNeal planned to have a minimum of 125 new families in the outside parcels, and that this was considered "low density".

McNeal stated that the families in the outside parcels would have "Walking Access" to our docks and common areas.

McNeal stated that he planned to rip up the current main drive into WP Plantation, and reposition it to make a Central Drive with shops and homes over shops. During that time, the current WP Plantation owners would have to use the narrow alleyway road next to the fence.

McNeal also proposed that the current covenants be amended to lower the minimum house size to 1400 square feet (From 2200), to encourage faster selling of vacant lots inside of the gates. McNeal further stated that homes could be smaller but more richly appointed for the same amount of money.

Note: No lots are recorded for the outside areas.

Wayne Webb stated that Wrights Point has always been marketed as a "Walking Community" and that the "current property owners didn't really think that they would only have 44 lots with two large common areas, each with a dock".

McNeal stated that "if we engaged an attorney, that, because this would cost him money, any hope of getting a second dock would be gone."

Cullen (in the Annual Meeting) further stated that the outside parcels include approximately 120 to 150 feet of waterfront property (South of the original 44 lots in Wrights Point Plantation). This means that McNeal could use this parcel to build a separate dock and common areas for the 125 new families, without using our (inside) facilities.

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Corriveau Insurance
Agency, Inc.
Andrew A. Corriveau, CLU
State Farm Ins. Co's,
P.O. Box 1717
Baton Rouge, LA 70801

facsimile transmittal

Law
To: Lawrence Davis Fax: 521.0743
From: Andrew A. Corriveau Date: 3/2/04
Re: Wright's Point POA Pages: 1
CC: [Click here and type name]
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Lawrence, Please send me a signed strn to include a list of owners with unpaid association dues.

See previous request and your advisement.

Thanks, Andy

CONFIDENTIAL

0577

AGED RECEIVABLES
WRIGHTS POINT HOMEOWNERS ASSOC (WRIGHT)
Amount Due: > 0

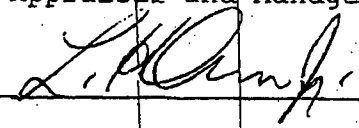
Page 1
3/2/04
03:21 PM

Code	Name	Unit	Amount Receivable	Net Payable	0-30 Days	30-60 Days	60-90 Days	Over 90 Days	Available Prepay
HANN02	HANNA	02	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
CULL03	CULLEN	03	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
STO004	STODDARD	04	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
BROWN06	BROWN	06	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
CORR07	CORRIVEAU	07	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
BLOC08	BLOCKER	08	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
BELL10	BELLAMY, III	10	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
HOUC13	HOUCK	13	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
SHUL17	SHULER	17	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
MARC19	MARCONI	19	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
RATC20	RATCLIFF	20	750.00	0.00	0.00	0.00	750.00	800.00	0.00
MAND21	MANDELL	21	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
DENN24	DENNY	24	2,000.00	0.00	0.00	0.00	1,000.00	1,000.00	0.00
ELTE26	ELTENBERGER	26	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
PEAR32	PEARSON	32	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
RIPL34	RIPLEY	34	500.00	0.00	0.00	0.00	500.00	0.00	0.00
WEBB35	WEBB	35	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
CALD39	CALDWELL	39	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
BETZ42	BETZ	42	500.00	0.00	0.00	0.00	500.00	0.00	0.00
MILL43	MILLER	43	500.00	0.00	0.00	0.00	500.00	0.00	0.00
MILL44	MILLER	44	1,000.00	0.00	0.00	0.00	1,000.00	0.00	0.00
			21,050.00	0.00	0.00	0.00	18,250.00	1,800.00	0.00

3/2/04

This statement is a true and current account as to all assessments due Wrights Point Homeowners Association by the various lot owners.

Bundy Appraisal and Management, Inc.

by: 

0578



Fax Transmission

TO: Andy Corrieau FROM: Laurance Davis
COMPANY: State Farm DATE: 02-27-2003
FAX #: 525-1717 TIME: 11:42 AM

You should receive 9 page(s) including this one.
If you do not receive all pages, please call (843) 524-2207 / FAX (843) 521-0743

Message:

Andy-

Following are the requested documents.
Please contact me, if I can be of any assistance.

BUNDY APPRAISAL & MANAGEMENT, INC.

1204 Boundary Street ◊ PO Box 1225 Beaufort, SC 29901 ◊ Phone (843) 524-2207 Fax (843) 521-0743

0579

OWNER DIRECTORY
WRIGHT - WRIGHTS POINT HOMEOWNERS ASSOC

LOT	Property Owner Name Property Owner Address	Telephone (O/H)
10	BELLAMY, III, JAMES R. PO BOX 403 BEAUFORT, SC 29901	/
9	BERRY, PERCY M.	/
42	BETZ, PATRICIA	(843) 986-0679 / (843) 252-9500
8	BLOCKER, EDWARD & TAMARA	/
6	BROWN, JAMES & NORMA	/ (843) 838-5371
7	CORRIVEAU, ANDY PO BOX 1717 BEAUFORT, SC 29901	/
3	CULLEN, ROBERT & MARY LOU	/ (843) 525-0304
32	DARNELL, ALEX & THOMAS PO BOX 181 CLARKSVILLE, TN 37041	/
33	Dr. Darrell Hofer, Emergency Physicians RE: CHRISTINA DRUMMOND PENSION	(765) 741-1411 /

26 ELLENBERGER, KURT R. & SHAYLA B. (843) 770-0133 /

3

31 GEE, KENDALL & MICHELLE /

28 & 36 GEE, MARK & SAMANTHA /

12 HANNA, LESLIE (843) 717-2040 /
PO BOX 483
ESTILL, SC 29918

2 HANNA, L. H. /
L. H. HANNA TIMBER COMPANY, INC
PO BOX 1168
WALTERBORO, SC 29488-1168

13 & 16 HOUCK, DON /
PO BOX 1119
ALLENDALE, SC 29810

43 LANE, JAMES & TERESA /

AS REQUESTED BY TERESA LANE, SEND
1/2 DUES FOR LOT 43 TO MILLER AND
1/2 TO LANE

21 MANDELL, DAVID & MELISSA /
PO BOX 251
PORT ROYAL, SC 29935-0251

39 MCNEAL, BENNETT /
TONY PORTER

5 MCNEAL, BENNETT /

22,23,25 MCRAE & STOLZ, INC., W. ALAN MCRAE /
27,29,30
37,38,40
41

43 MILLER, LINDA
JAMES H. LANE, JR.

44 MILLER, JON & LINDA

2

1 PARKER, JOHN E.
DANIEL HENDERSON
PO BOX 2500
RIDGELAND, SC 29916

13, 14 PORTER, TONY
15,24 PO BOX 2650
HENDERSONVILLE, NC 28793

20 RATCLIFF, RICHARD
STRUCTURAL IMAGES
PO BOX 2393
BEAUFORT, SC 29901

19 RAY, ROBERT

(858) 653-6470 / (858) 688-1672
Jeanne Marconi, PO Box 6392,
LEESBURG, VA 20176 Send all
correspondence to both addresses..

34 RIPLEY, DR. DANIEL
DR. ANDREA HUCKS

(843) 263-4491 / (843) 525-0741

17 SHULER, KENNETH

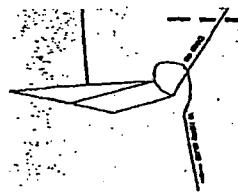
(803) 960-1100 / (803) 996-0101

4 STODDARD, LELAND C. & KAREN H. /

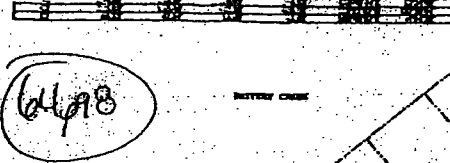
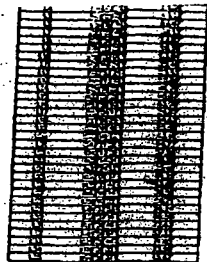
11 TRUMPS, TONY /
TIDELAND DEVELOPMENT

35 WEBB, WAYNE /

18 YOUNG, JOHN & PATRICIA /



LOCATION MAP (N.T.S.)



WARNING: SHOWN HEREIN ARE RECORDS
AS SUCH ARE SUBJECT TO LOCAL, ATTACHED,
RECORDS OR RECORDS OF U.S. ARMY CORPS
ENGINEER JUDICIAL, RECORDS &
RECORDS AS OF THE DATE OF THIS SURVEY.
30 OF AREA CALCULATION BASED
ON AERIAL PHOTOGRAPHS.

NOTES:
110-0034-03000
Y. DAVIS & TOLSON
10/28/78
DOK
JURY

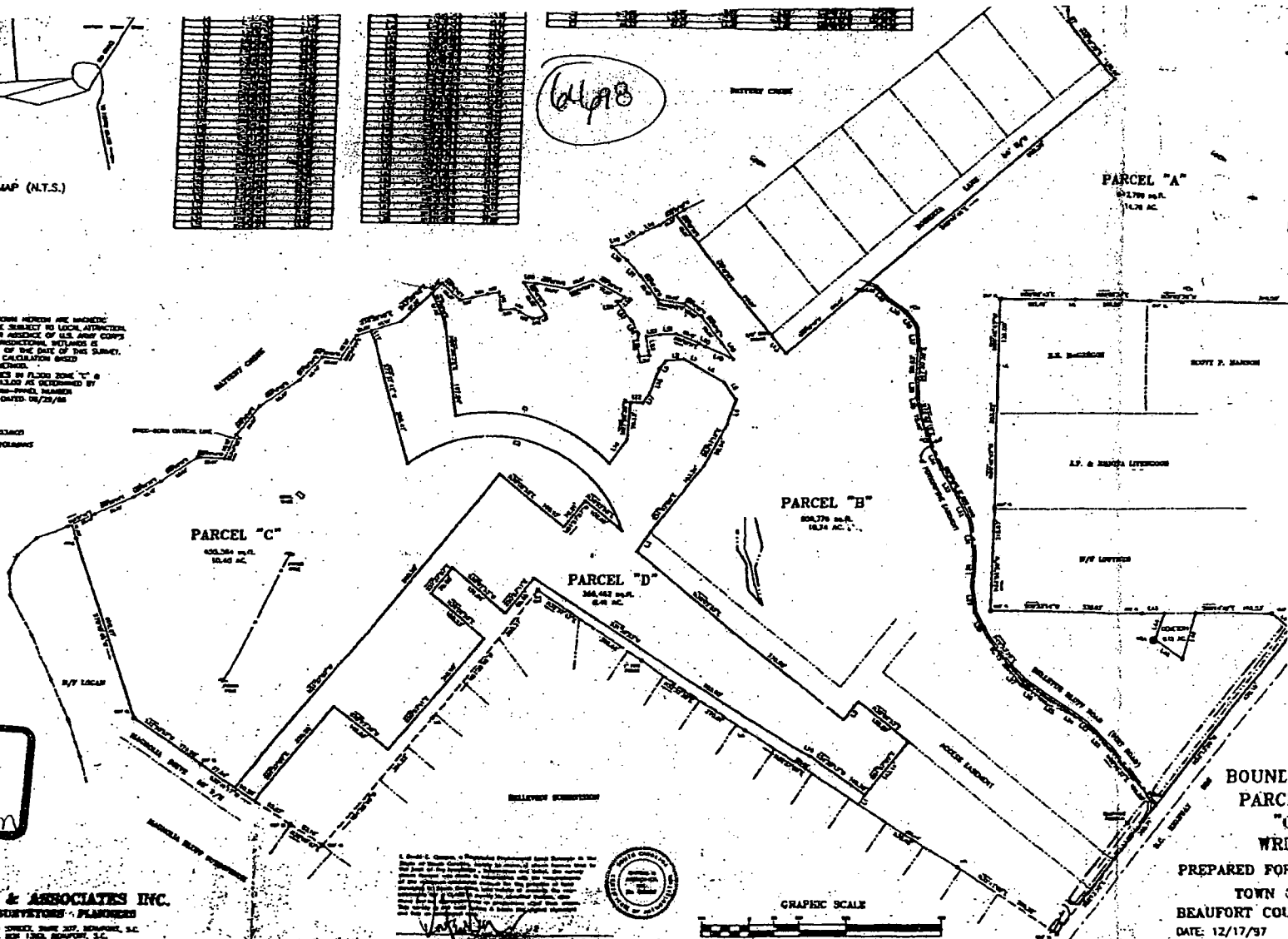


EXHIBIT
The following are copies of the original records of the Town of Port Royal, South Carolina, which are being submitted to the court for its consideration.

**BOUNDARY SURVEY OF
PARCELS "A", "B",
"C" AND "D"
WRIGHT'S POINT**

PREPARED FOR: BENNETT L. McNEEL
TOWN OF PORT ROYAL
BEAUFORT COUNTY, SOUTH CAROLINA
DATE: 12/17/97

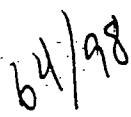


Survey of the Town of Port Royal, South Carolina, for the purpose of determining the boundaries of the parcels known as Parcels A, B, C, and D, located in the Town of Port Royal, Beaufort County, South Carolina.

BOQUE & ASSOCIATES INC.
LAND SURVEYORS - PLANNERS
704 GLASSBORO STREET, SUITE 207, BEAUFORT, S.C.
29915-1700

DEFENDANT'S
EXHIBIT
3
8/26/04 Pearson

0584



TANGENT	CHORD	BEARING	DELTA
199.55	348.83	N15°48'44"E	59°24'08"
412.80	485.38	S18°22'03"W	107°39'04"
25.00	44.82	N88°48'57"E	41°04'28"

BATTERY CREEK ASSOCIATES

BATTERY CREEK

HEIRS OF
CHARLES FIELDS

C.F. IRBY

HEIRS OF
CHARLES FIELDS

PARCEL "A"

642.799 sq. ft.
14.76 AC.

PARCEL "B"

259,776 sq. ft.
18.74 AC.

E.S. McGREGOR

SCOTT P. MANSON

J.P. & JUANITA LIVENGOOD

N/F LOWTHER

EXEMPT

EXEMPT

BOUNDARY SURVEY OF
PARCELS "A", "B",
"C" AND "D"
WRIGHT'S POINT

PREPARED FOR: BENNETT L. McNEAL
TOWN OF PORT ROYAL
BEAUFORT COUNTY, SOUTH CAROLINA

DATE: 12-1-85

224 225 226

523. 2111. 1. 523. 2111. 2. 523. 2111. 3. 523. 2111. 4.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft

0586

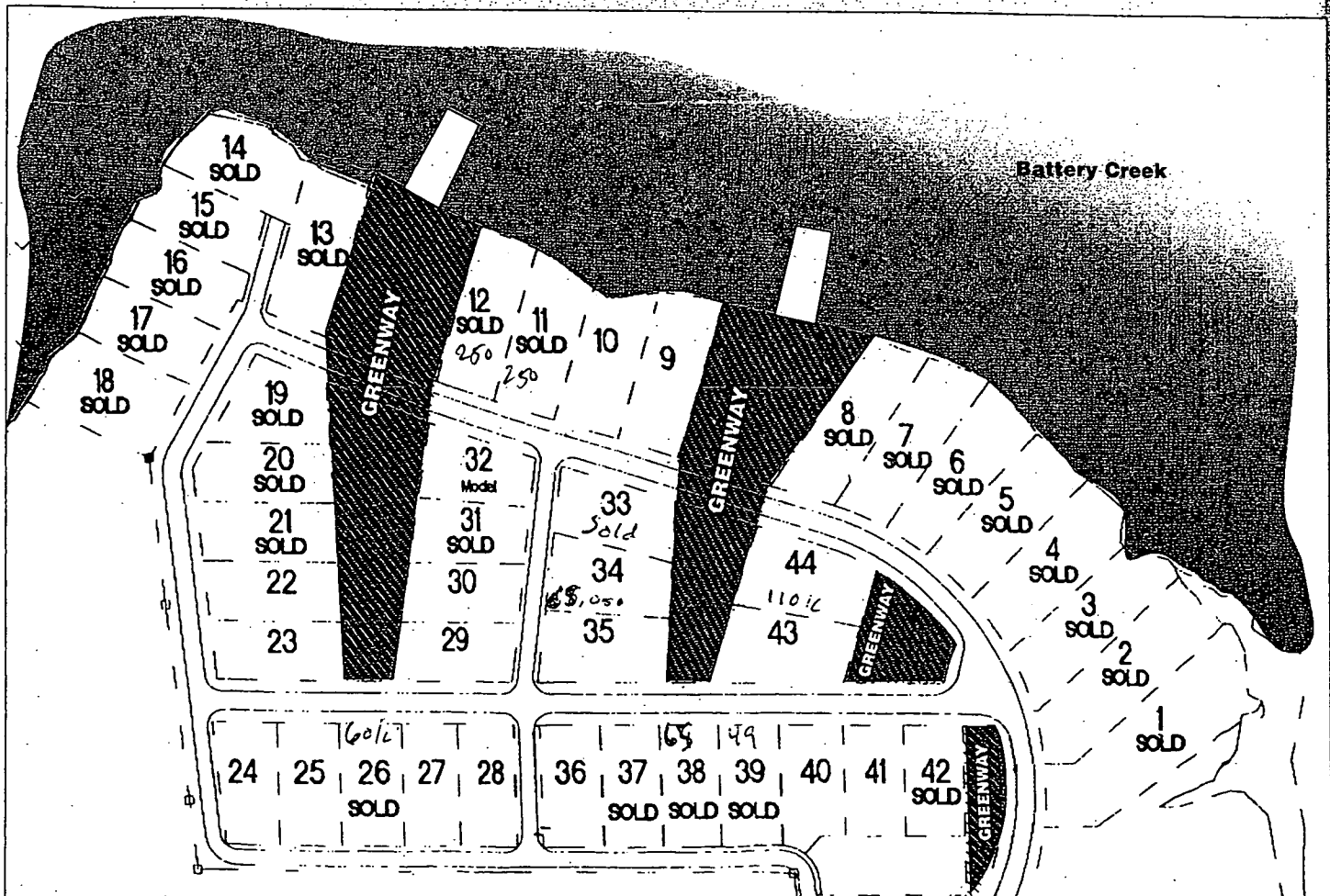
Wrights Point Plantation is a unique and distinctive deepwater neighborhood nestled in the heart of the Low Country. Wrights Point Plantation has thoughtfully preserved its natural splendor and resources for the enjoyment of its residents and visitors.



"An exclusive, private development accenting the traditional elegance of the Low Country"

Wrights Point Plantation, a premier development in Beaufort, is a Yachtsman's Paradise. Located on the deepwater at Battery Creek, Wright's Point Plantation is an exclusive, private development accenting the traditional elegance of the Low Country – massive live oaks

and beautiful waterfront views – while only minutes from downtown Beaufort. Deepwater homesites starting at \$250,000; premier water view homesites start at \$50,000. All homesites will have deepwater access at the development's two community docks. Homes starting in the low 300's.



0587

Artist representation only. Actual lot dimensions may vary. Please verify all information.

PLAINTIFF'S
EXHIBIT

3/10

5801

2035

Form No. 107 - Title to Real Estate
34567890 Revised 1976

The State of South Carolina

County of Beaufort

BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED
TRANSFER FEES \$ 8
COUNTY \$ 469.00 STATE \$ 1014.00

KNOW ALL MEN BY THESE PRESENTS, THAT

Mary P. Logan, for an in consideration of the sum of **THREE HUNDRED NINETY THOUSAND DOLLARS and 00/100 Dollars (\$390,000.00)**, to me in hand paid at and before the sealing and delivery of these Presents, by Anthony R. Porter, 6011 Dowlingwood Drive, Beaufort, SC 29902, in the State aforesaid (the receipt whereof is hereby acknowledged), have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said Anthony R. Porter, his heirs and assigns, forever, the following described real property, to-wit:

ALL that certain piece, parcel or tract of land containing 1.7 acres, more or less, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, said tract being more particularly known as a portion of Belleview Plantation and a portion of Magnolia Bluff Plantation, and being more fully shown and described on that certain plat prepared for Mary P. Logan by R.D. Trogdon, Jr., RLS#2712, dated November 9, 1988. The tract herein conveyed is bounded on the North and East by the waters and marshes of Battery Creek, on the South by the remainder of Belleview Plantation, now or formerly of Lewis Wright, and on the West by the remainder of Magnolia Bluff Plantation, now or formerly of Edwin B. Mitchell.

This is the same property conveyed to the within Grantor by deed of Mary C. Lake dated March 26, 1962, and recorded in the RMC Office, Beaufort County, South Carolina, on April 19, 1962, in Deed Book 111 at Page 125.

This instrument was prepared in the Law Office of Henri Ann Logan, PO Box 1008, Beaufort, South Carolina, 29901-1008.

District 100; Map 32; Parcel 6

100 32 6

0588

PLAINTIFF'S
EXHIBIT

16

EXHIBIT

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the premises before mentioned, unto the said Anthony R. Porter, his heirs and assigns forever.

And I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend all and singular the said premises unto the said Anthony R. Porter, his heirs and assigns against me and my Heirs and all persons whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my Hand and Seal, this 31st day of December in the year our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered
in the Presence of

)
)

Mary P. Logan (L.S.)
Mary P. Logan

Anthony R. Porter (L.S.)

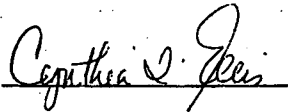
Cynthia S. Jones (L.S.)

The State of South Carolina,)
BEAUFORT County)

PERSONALLY appeared before me, the first witness named above and made oath that s/he saw the within named Mary P. Logan sign, seal, and as her Act and Deed deliver the within written Deed; and that s/he with the other witness named above witnessed the execution thereof.

Sworn to before me this

31st day of December, 1997.


Cynthia J. Jones

Notary for the State of South Carolina

My Commission Expires May 27, 2007

1311 *Funder*
FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.
98 FEB -9 PM 12:05
BK
FOLDER#

1397 *Funder*

FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.
98 FEB 11 AM 10:59 */mll* 2038
BK 1013
FOLDER# 2035

RECORDED THIS 3 DAY
OF March 19 98
IN BOOK AE PAGE 161
Sharon P. Burris
AUDITOR, BEAUFORT COUNTY, S.C.

4/28
P

12863

1127

BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED
TRANSFER FEES \$ 0
COUNTY \$ 825 STATE \$ 1950

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that WE, LEWIS H. WRIGHT AND JOHN D. WRIGHT, INDIVIDUALLY AND AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF ALICE H. WRIGHT, ALICE TWIGGS AND ELIZABETH WILLIAMS, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to them in hand paid at and before the sealing of these presents, by JIMMY W. PORTER, 3900 Settlement Road #90, Fort Worth, Texas, 76107, in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said JIMMY W. PORTER, his heirs and assigns forever, the following described real estate, to-wit:

See attached Exhibit "A" for description of property

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said JIMMY W. PORTER, his heirs and assigns forever.

And WE, LEWIS H. WRIGHT AND JOHN D. WRIGHT, INDIVIDUALLY AND AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF ALICE H. WRIGHT, ALICE TWIGGS AND ELIZABETH WILLIAMS, do hereby bind

* 110 32 2/4

0592

PLAINTIFF'S
EXHIBIT
17

EXHIBIT
54

ourselves, our heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said JIMMY W. PORTER, his heirs and assigns against us, our heirs, successors and assigns, and any persons whomsoever lawfully claiming or to claim the same, or any part hereof.

IN WITNESS WHEREOF, LEWIS H. WRIGHT AND JOHN D. WRIGHT, INDIVIDUALLY AND AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF ALICE H. WRIGHT, ALICE TWIGGS AND ELIZABETH WILLIAMS, have caused these presents to be executed in their name this 31st day of December, in the year of our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America.

Signed, Seal and Delivered
in the Presence of

Barbara L. Russell
Signature of Witness

Barbara L. Russell
Signature of Notary Public

Barbara L. Russell
Signature of Witness

Barbara L. Russell
Signature of Notary Public

Barbara L. Russell
Signature of Witness

Barbara L. Russell
Signature of Notary Public

Barbara L. Russell
Signature of Witness

Barbara L. Russell
Signature of Notary Public

Lewis H. Wright
LEWIS H. WRIGHT, Individually
and as Co-Personal
Representative of Estate of
Alice H. Wright
aka Lewis Hicks Wright

John D. Wright
JOHN D. WRIGHT, Individually
and as Co-Personal
Representative of Estate of
Alice H. Wright
aka John David Wright

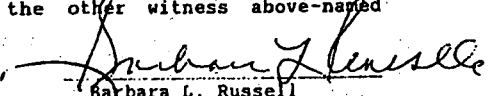
Alice Twiggs by her attorney in fact
ALICE TWIGGS By Her Attorney in
Fact *John D. Wright*
aka Alice Wright Twiggs

Elizabeth Williams by her attorney in fact John D. Wright
ELIZABETH WILLIAMS By her
Attorney-in-Fact
aka Elizabeth Wright Williams

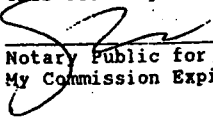
1129

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me, the undersigned witness who made oath that s/he saw the within named Lewis H. Wright and John D. Wright, Individually and as Co-Personal Representatives of the Estate of Alice H. Wright; and Alice Twiggs, and Elizabeth Wright, sign, seal and as their act and deed, deliver the within written Mortgage, and that s/he with the other witness above-named witnessed the execution thereof.


Barbara L. Russell

SWORN TO and subscribed before me
this 31st day of December, 1997


Notary Public for South Carolina
My Commission Expires: 3-23-99

0594

1130

EXHIBIT "A"

ALL that certain piece, parcel, or tract of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, formerly referred to as Belleview Bluff Subdivision, and more particularly shown as Parcel "D", containing 8.41 Acres on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 17th day of December, 1997 and entitled "Boundary Survey of Parcels "A", "B", "C" and "D", Wrights Point", a copy of which is recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 14 at Page 98. For a more accurate description of said tract of land, reference is craved to the aforementioned plat of record.

The property being conveyed herein is a portion of the same property which Alice Wright Hicks acquired by deed recorded in the Office of the Register of Mesne Conveyance for Beaufort County, S. C. in Deed Book 83 at Page 210 and thereafter Alice Wright Hicks conveyed a one-half interest to Lewis H. Wright by deed recorded in the Office of the Register for Mesne Conveyance for Beaufort County, South Carolina in Deed Book 83 at Page 290. The said Alice Hicks Wright having devised her interest to the property to the Grantors herein by her Will on file in the Office of the Probate Judge of Beaufort County, South Carolina in Box W Package 99.

This deed prepared in the Law Office of Sherwood N. Fender and Associates, P. O. Box 1101, Beaufort, South Carolina 29901.

Dist 110, Map 34, Portion of Parcel 5

1528 Folder

FILED
JOHN A. SULLIVAN - RMC
BEAUFORT COUNTY, S.C.

1131

98 MAR 25 AM 10:31

BK 1026 PG 1127
FOLDER#

RECORDED THIS 22 DAY
OF April 19 98
IN BOOK AE PAGE 332
Sharon P. Burris
AUDITOR, BEAUFORT COUNTY, S.C.

0596

4/10/80

12864

1132

BEAUFORT COUNTY, S.C.
RECORDING FEES COLLECTED
TRANSFER FEES \$ 0
COUNTY \$ 938.00 STATE \$ 2217.00

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that WE, LEWIS H. WRIGHT AND JOHN D. WRIGHT, INDIVIDUALLY AND AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF ALICE H. WRIGHT, ALICE TWIGGS AND ELIZABETH WILLIAMS, in the State aforesaid, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION to them in hand paid at and before the sealing of these presents, by ANTHONY R. PORTER, 6011 Dowlingwood Drive, Beaufort, South Carolina 29906, in the State aforesaid, (the receipt whereof is hereby acknowledged) has granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release, unto the said ANTHONY R. PORTER, his heirs and assigns forever, the following described real estate, to-wit:

See attached Exhibit "A" for description of property

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said ANTHONY R. PORTER, his heirs and assigns forever.

And WE, LEWIS H. WRIGHT AND JOHN D. WRIGHT, INDIVIDUALLY AND AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF ALICE H. WRIGHT, ALICE TWIGGS AND ELIZABETH WILLIAMS, do hereby bind ourselves, our heirs, successors and assigns, to warrant and forever defend all and singular the said premises unto the said ANTHONY R. PORTER, his heirs and assigns against us, our heirs, successors and assigns, and any persons whomsoever lawfully claiming or to claim the same, or any part hereof.

IN WITNESS WHEREOF, LEWIS H. WRIGHT AND JOHN D. WRIGHT, INDIVIDUALLY AND AS CO-PERSONAL REPRESENTATIVES OF THE ESTATE OF ALICE H. WRIGHT, ALICE TWIGGS AND ELIZABETH WILLIAMS, have caused

*

110 34 3
110 32 213

0597



these presents to be executed in their name this 31st day of December, in the year of our Lord one thousand nine hundred and ninety-seven and in the two hundred and twenty-second year of the Sovereignty and Independence of the United States of America.

Signed, Seal and Delivered
in the Presence of

Barbara L. Lense
Signature of Witness

Barbara L. Lense
Signature of Notary Public

Barbara L. Lense
Signature of Witness

Barbara L. Lense
Signature of Notary Public

Barbara L. Lense
Signature of Witness

Barbara L. Lense
Signature of Notary Public

Barbara L. Lense
Signature of Witness

Barbara L. Lense
Signature of Notary Public

Lewis H. Wright
LEWIS H. WRIGHT, Individually
and as Co-Personal
Representative of Estate of
Alice H. Wright
aka Lewis Hicks Wright

John D. Wright
JOHN D. WRIGHT, Individually
and as Co-Personal
Representative of Estate of
Alice H. Wright
aka John David Wright

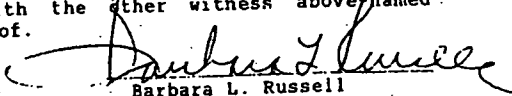
Alice Twiggs by her Attorney in fact
ALICE TWIGGS, Her Attorney in
Fact

Elizabeth Williams by her Attorney in fact John D. Wright
ELIZABETH WILLIAMS By her
Attorney-in-Fact
aka Elizabeth Wright Williams

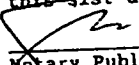
1134

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PERSONALLY appeared before me, the undersigned witness who made oath that s/he saw the within named Lewis H. Wright and John D. Wright, Individually and as Co-Personal Representatives of the Estate of Alice H. Wright; and Alice Twiggs, and Elizabeth Wright, sign, seal and as their act and deed, deliver the within written Mortgage, and that s/he with the other witness above named witnessed the execution thereof.


Barbara L. Russell

SWORN TO and subscribed before me
this 31st day of December, 1997


Notary Public for South Carolina
My Commission Expires: 3-23-99

0599

1135

EXHIBIT "A"

ALL those certain pieces, parcels, or tracts of land, situate, lying and being on Port Royal Island, Beaufort County, South Carolina, formerly referred to as Belleview Bluff Subdivision, and more particularly shown as Parcel "B" containing 19.74 Acres and Parcel "C", containing 10.45 acres, on that certain plat prepared by Gasque and Associates, David E. Gasque, R.L.S., dated the 17th day of December, 1997 and entitled "Boundary Survey of Parcels "A", "B", "C" and "D", Wrights Point", a copy of which is recorded in the Office of the RMC for Beaufort County, South Carolina in Plat Book 104 at Page 98. For a more accurate description of said tract of land, reference is craved to the aforementioned plat of record.

The property being conveyed herein is a portion of the same property which Alice Wright Hicks acquired by deed recorded in the Office of the Register of Mesne Conveyance for Beaufort County, S. C. in Deed Book 83 at Page 210 and thereafter Alice Wright Hicks conveyed a one-half interest to Lewis H. Wright by deed recorded in the Office of the Register for Mesne Conveyance for Beaufort County, South Carolina in Deed Book 83 at Page 290. The said Alice Hicks Wright having devised her interest to the property to the Grantors herein by her Will on file in the Office of the Probate Judge of Beaufort County, South Carolina in Box W Package 99.

This deed prepared in the Law Office of Sherwood N. Fender and Associates, P. O. Box 1101, Beaufort, South Carolina 29901.

Dist 110, Map 34, Portion of Parcel 5

0600

1528 Funds

1136

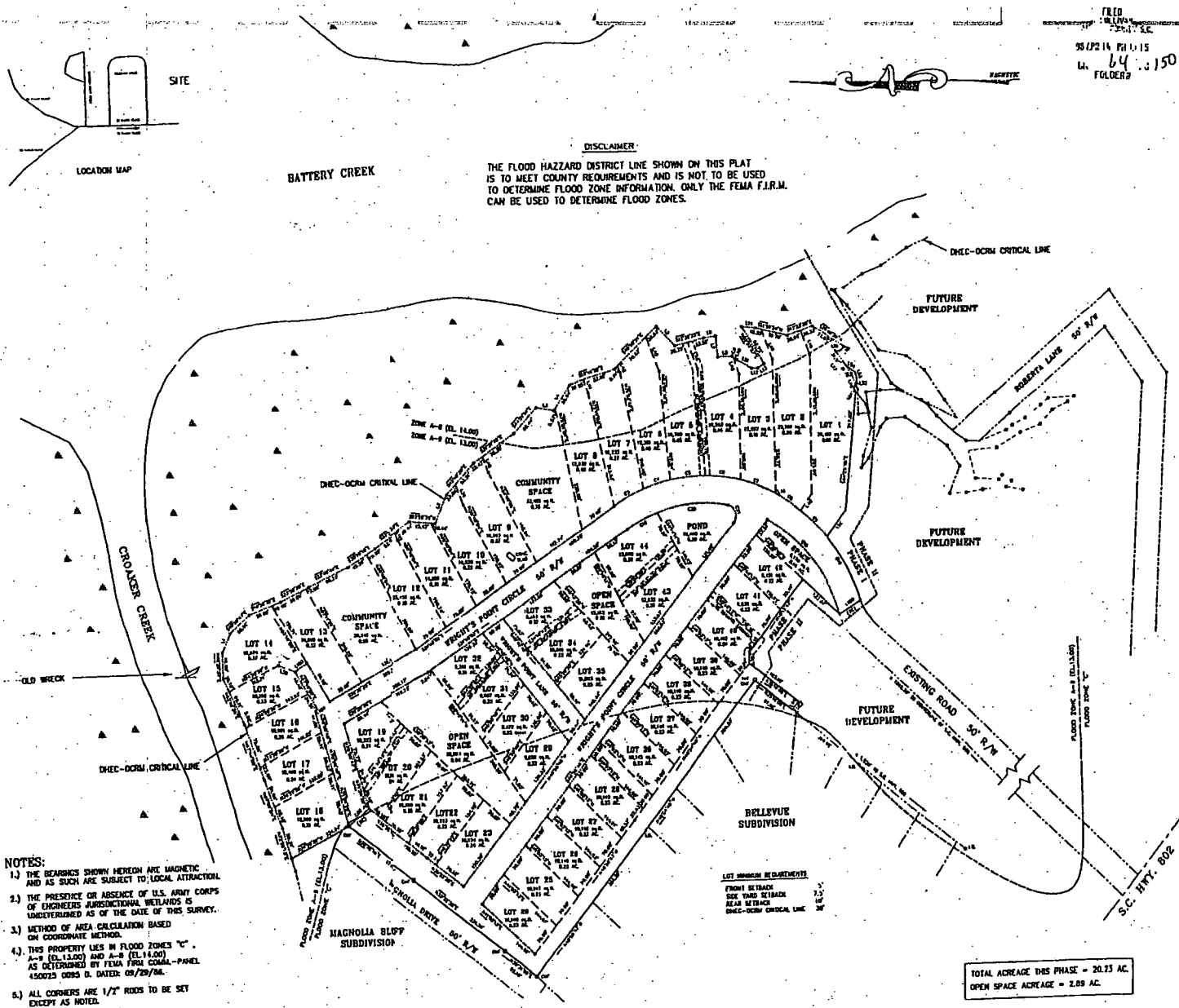
FILED
JOHN A. SULLIVAN-RMC
BEAUFORT COUNTY, S.C.

98 MAR 25 AM 10:31

Gr. 1026 PG 1132
FOLDER#

RECORDED THIS 22 DAY
OF April 19 98
IN BOOK AE PAGE 332
Sharon G. Burnett
AUDITOR, BEAUFORT COUNTY, S.C.

0601



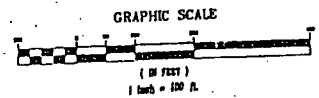
- NOTES:**
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - 2.) THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS IS UNDETERMINED AS OF THE DATE OF THIS SURVEY.
 - 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - 4.) THIS PROPERTY LIES IN FLOOD ZONES "C", "A-9" (EL. 13.00) AND "A-8" (EL. 14.00) AS DETERMINED BY FEMA FROM CORAL-PANEL 450023 0085 D. DATED: 05/29/84.
 - 5.) ALL CORNERS ARE 1/2" ROADS TO BE SET EXCEPT AS NOTED.

- REFERENCES:**
- 1.) BEAUFORT TAX MAP [00-0034-000-0003 & -0005]
 - 2.) PLAT BY DAVID S. YOUNG, DATED: 10/28/80.

GASQUE & ASSOCIATES INC.
 LAND SURVEYORS - PLANNERS
 701 BLADEN STREET, SUITE 207, BEAUFORT, S.C.
 P.O. BOX 1343, BEAUFORT, S.C.
 (803) 522-1798

DHEC-CORM CRITICAL LINE
 THE AREA SHOWN ON THIS PLAT IS A GENERAL REPRESENTATION OF DHEC-CORM CRITICAL LINE FOR THE SUBJECT PROPERTY. THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR THREE YEARS FROM THE DATE OF THIS SURVEY, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

I, David S. Young, a Registered Professional Land Surveyor in the State of South Carolina, do hereby certify that I am the author of this plat and that it was prepared by me or under my direct supervision and that I am a duly licensed and qualified person to perform the duties of a land surveyor in the State of South Carolina.



TOTAL ACREAGE THIS PHASE = 20.33 AC.
 OPEN SPACE ACREAGE = 2.89 AC.

FILED
 3/12/14 PM 1:15
 64 150
 FOLDER

| LOT | AREA | PERCENT | TOTAL | PERCENT | AREA | PERCENT | TOTAL |
|-----|------|---------|-------|---------|------|---------|-------|
| 1 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 2 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 3 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 4 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 5 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 6 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 7 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 8 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 9 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 10 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 11 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 12 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 13 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 14 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 15 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 16 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 17 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 18 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 19 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 20 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 21 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 22 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 23 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 24 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 25 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 26 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 27 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 28 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 29 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 30 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 31 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 32 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 33 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 34 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 35 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 36 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 37 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 38 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 39 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 40 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 41 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 42 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 43 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 44 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 45 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 46 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 47 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 48 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 49 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 51 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 52 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 53 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 54 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 55 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 56 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 57 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 58 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 59 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 60 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 61 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 62 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 63 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 64 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 65 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 66 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 67 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 68 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 69 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 70 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 71 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 72 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 73 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 74 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 75 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 76 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 77 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 78 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 79 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 80 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 81 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 82 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 83 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 84 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 85 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 86 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 87 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 88 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 89 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 90 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 91 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 92 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 93 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 94 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 95 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 96 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 97 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 98 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 99 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |
| 100 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 | 0.50 | 0.10 |

| LOT | DESCRIPTION | PERCENT |
|-----|-------------|---------|
| 1 | 5119100 | 0.10 |
| 2 | 5119100 | 0.10 |
| 3 | 5119100 | 0.10 |
| 4 | 5119100 | 0.10 |
| 5 | 5119100 | 0.10 |
| 6 | 5119100 | 0.10 |
| 7 | 5119100 | 0.10 |
| 8 | 5119100 | 0.10 |
| 9 | 5119100 | 0.10 |
| 10 | 5119100 | 0.10 |
| 11 | 5119100 | 0.10 |
| 12 | 5119100 | 0.10 |
| 13 | 5119100 | 0.10 |
| 14 | 5119100 | 0.10 |
| 15 | 5119100 | 0.10 |
| 16 | 5119100 | 0.10 |
| 17 | 5119100 | 0.10 |
| 18 | 5119100 | 0.10 |
| 19 | 5119100 | 0.10 |
| 20 | 5119100 | 0.10 |
| 21 | 5119100 | 0.10 |
| 22 | 5119100 | 0.10 |
| 23 | 5119100 | 0.10 |
| 24 | 5119100 | 0.10 |
| 25 | 5119100 | 0.10 |
| 26 | 5119100 | 0.10 |
| 27 | 5119100 | 0.10 |
| 28 | 5119100 | 0.10 |
| 29 | 5119100 | 0.10 |
| 30 | 5119100 | 0.10 |
| 31 | 5119100 | 0.10 |
| 32 | 5119100 | 0.10 |
| 33 | 5119100 | 0.10 |
| 34 | 5119100 | 0.10 |
| 35 | 5119100 | 0.10 |
| 36 | 5119100 | 0.10 |
| 37 | 5119100 | 0.10 |
| 38 | 5119100 | 0.10 |
| 39 | 5119100 | 0.10 |
| 40 | 5119100 | 0.10 |
| 41 | 5119100 | 0.10 |
| 42 | 5119100 | 0.10 |
| 43 | 5119100 | 0.10 |
| 44 | 5119100 | 0.10 |
| 45 | 5119100 | 0.10 |
| 46 | 5119100 | 0.10 |
| 47 | 5119100 | 0.10 |
| 48 | 5119100 | 0.10 |
| 49 | 5119100 | 0.10 |
| 50 | 5119100 | 0.10 |
| 51 | 5119100 | 0.10 |
| 52 | 5119100 | 0.10 |
| 53 | 5119100 | 0.10 |
| 54 | 5119100 | 0.10 |
| 55 | 5119100 | 0.10 |
| 56 | 5119100 | 0.10 |
| 57 | 5119100 | 0.10 |
| 58 | 5119100 | 0.10 |
| 59 | 5119100 | 0.10 |
| 60 | 5119100 | 0.10 |
| 61 | 5119100 | 0.10 |
| 62 | 5119100 | 0.10 |
| 63 | 5119100 | 0.10 |
| 64 | 5119100 | 0.10 |
| 65 | 5119100 | 0.10 |
| 66 | 5119100 | 0.10 |
| 67 | 5119100 | 0.10 |
| 68 | 5119100 | 0.10 |
| 69 | 5119100 | 0.10 |
| 70 | 5119100 | 0.10 |
| 71 | 5119100 | 0.10 |
| 72 | 5119100 | 0.10 |
| 73 | 5119100 | 0.10 |
| 74 | 5119100 | 0.10 |
| 75 | 5119100 | 0.10 |
| 76 | 5119100 | 0.10 |
| 77 | 5119100 | 0.10 |
| 78 | 5119100 | 0.10 |
| 79 | 5119100 | 0.10 |
| 80 | 5119100 | 0.10 |
| 81 | 5119100 | 0.10 |
| 82 | 5119100 | 0.10 |
| 83 | 5119100 | 0.10 |
| 84 | 5119100 | 0.10 |
| 85 | 5119100 | 0.10 |
| 86 | 5119100 | 0.10 |
| 87 | 5119100 | 0.10 |
| 88 | 5119100 | 0.10 |
| 89 | 5119100 | 0.10 |
| 90 | 5119100 | 0.10 |
| 91 | 5119100 | 0.10 |
| 92 | 5119100 | 0.10 |
| 93 | 5119100 | 0.10 |
| 94 | 5119100 | 0.10 |
| 95 | 5119100 | 0.10 |
| 96 | 5119100 | 0.10 |
| 97 | 5119100 | 0.10 |
| 98 | 5119100 | 0.10 |
| 99 | 5119100 | 0.10 |
| 100 | 5119100 | 0.10 |