

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Master-in-Equity

Cynthia Graham Howe, Master-in-Equity

Appellate Case No. 2022-000708

Oak Forest Homeowners
Association, Inc.,

Appellant,

v.

Paul M. Dennison, Mortgage
Electronic Registration Systems,
Inc., solely as nominee for Branch
Banking and Trust Company, LLC
and South Carolina State Housing
Finance and Development
Authority, Defendants,

Of Whom Paul M. Dennison is the Respondent.

RECORD ON APPEAL

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Apr 05 2023

SC Court of Appeals

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STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTEENTH JUDICIAL CIRCUIT
 COUNTY OF HORRY) Civil Action Numbers: 2016-CP-26-05411

Oak Forest Homeowners Association, Inc.,)

Plaintiff,)

vs.)

Paul M. Dennison; Mortgage Electronic
 Registration Systems, Inc., solely as nominee for)
 Branch Banking and Trust Company, LLC and)
 South Carolina State Housing Finance and)
 Development Authority;)

Defendants.)

C6559ES

ORDER OF REFERENCE

FILED
 HORRY COUNTY
 2016 OCT 17 PM 3:21
 MELANIE HUGGINS-WARD
 CLERK OF COURT

IT APPEARING that the above named Defendant, Mortgage Electronic Registration Systems, Inc, solely as nominee for Branch Banking and Trust Company, LLC, is in default;

IT FURTHER APPEARING that this is an action for foreclosure of a lien for homeowners' assessments on real property lying and being in Horry County, South Carolina, and that this is a proper matter to refer to the Honorable Cynthia Graham Howe, Master-in-Equity for Horry County;

NOW THEREFORE, upon Motion of Elizabeth J. Saraniti, Attorney for the Plaintiff;

IT IS HEREBY ORDERED, that the above-captioned case is referred to the Honorable Cynthia Graham Howe, Master-in-Equity for Horry County, to take the testimony, and determine the issues herein with finality, with any appeal to be directly to the South Carolina Court of Appeals.

AND IT IS SO ORDERED.

Melanie Huggins-Ward
 PRESIDING JUDGE OF THE COURT OF
 COMMON PLEAS OF THE FIFTEENTH
 JUDICIAL CIRCUIT
 OR
 MELANIE HUGGINS-WARD
 HORRY COUNTY CLERK OF COURT

Conway, South Carolina
Oct-17, 2016

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016 CP-26-5411

Oak Forest Homeowners Association, Inc.

Paul M. Dennison; Mortgage Electronic Registration
Systems, Inc., etc.; South Carolina State Housing
Finance and Development Authority

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Andrew S. Radeker

Attorney for : ☐ Plaintiff ☒ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order ☒ Statement of Judgment by the Court: The Court finds that Plaintiff did not prove its case at trial. The Court finds that the subject property is not subject to the covenants at issue, that Defendant Paul M. Dennison is not a member of the Plaintiff homeowners' association, and that the Plaintiff holds no lien on the subject property. A more formal order shall follow.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

Additional Information for the Clerk : Lis Pendens 2016-LP-26-1475 is cancelled.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Paul M. Dennison	Oak Forest Homeowners Association, Inc.	\$N/A
If applicable, describe the property, including tax map information and address, referenced in the order: TMS No. 180-21-02-184; Property address: 2436 Morlynn Drive, Myrtle Beach, SC 29577		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

CLERK OF COURT

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

FORM 4C INSTRUCTIONS—JUDGMENT IN A CIVIL CASE
(Instructions for Information Only-Not to be filed with Form 4C)

1. Form 4C-Judgment in a Civil Case has been modified to add order information and enrollment instructions for the clerk of court. The purpose of Form 4 has not changed with the exception that judgment information is provided when applicable.
2. Please note that the Form 4C must be attached to all orders that include information to enroll in the judgment index. The clerk will not be responsible for reading the order to determine enrollment information.

The attorney or prevailing party will prepare and attach the Form 4C when submitting the proposed order that includes judgment enrollment information for the judgment index. The judge will review and sign Form 4C when he or she signs an order that includes judgment enrollment information for the judgment index.

3. Form 4C is not required to be submitted to the Court with orders that do not include information to enroll in the judgment index. If the clerk receives such an order without Form 4C attached, the clerk should enter and process the order pursuant to Rule 58 and Rule 77(d), SC Rules of Civil Procedure (i.e., the clerk should serve notice of entry of the judgment by mail or provide the attorneys with copies of the signed order by other means).
4. The “Information for the Judgment Index” section should be completed when the judgment affects title to real or personal property or if any amount should be enrolled. In the “Judgment in Favor of” column, enter the name of the party to whom the judgment is awarded. In the “Judgment Against” column, enter the name of the person to whom the judgment is against. The judgment amount to be enrolled should be noted in the “Judgment Amount” column. As necessary, describe any property referenced in the order if it is to be enrolled in the judgment index. If there is no judgment information to enroll, indicate “N/A” in one of the boxes in this section of the form.
5. To enter information to accommodate multiple parties, additional Form 4Cs may be used as necessary. Additional space may be inserted on the form as necessary.
6. The section “For the Clerk of Court Office Use Only” should be completed by the clerk as it has been with the previous version of Form 4.
7. If the matter is on appeal to the Circuit Court, then the parties on the form should be changed from Plaintiff and Defendant to Appellant and Respondent.
8. If an arbitrator prepares an order after arbitration, the arbitrator should strike through “Circuit Court Judge” and indicate “Arbitrator” in the signature block.

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9. If a Special Circuit Court Judge, Master in Equity, or Special Referee prepares an order after hearing a Circuit Court matter, then he or she should strike through the title "Circuit Court Judge" below the signature line and indicate the appropriate title.
10. When an Order of Foreclosure is filed, neither the parties or debt owed should be listed in the Information for the Judgment Index Section, unless the foreclosure order specifically requires entry of the full judgment amount before the foreclosure sale, pursuant to Section 29-3-650 of the SC Code.
11. If the deficiency judgment is waived in a Foreclosure action, indicate N/A in the "Judgment Amount To Be Enrolled" box.
12. Foreclosure actions should be ended by the Clerk of Court upon receipt of the Order of Foreclosure. Subsequent information, including deficiency judgments, can be added to the action after the case is ended. The Master in Equity should end the action in the MIE system upon the receipt of the Order of Foreclosure.
13. When judgment enrollment information is included in the Information for the Judgment Index Section (for example, when there is a deficiency judgment), only the parties who the judgment is for and against should be included in the Section. Subordinate parties and lienholders should not be included in the box if there is not a judgment amount specifically for or against them.
14. Form 4C is not required to be attached to Transcripts of Judgment and Confession of Judgment.



Horry Common Pleas

Case Caption: Oak Forest Homeowners Association Inc VS Paul M Dennison ,
defendant, et al
Case Number: 2016CP2605411
Type: Master/Order/Form 4

So Ordered

s/Cynthia Graham Howe, Special Master in Equity
for Horry County, 3073

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

IN THE COURT OF COMMON PLEAS

CASE NO. 2016-CP-26-05411

**Oak Forest Homeowners Association,
Inc.,**

Plaintiff,

vs.

**Paul M. Dennison, Mortgage Electronic
Registration Systems, Inc., solely as
nominee for Branch Banking and Trust
Company, LLC and South Carolina State
Housing Finance and Development
Authority,**

Defendants.

**ORDER OF JUDGMENT
FOR DEFENDANTS**

The above-captioned action is before me pursuant to an order of reference signed by the Horry County Clerk of Court and filed on October 17, 2016. This action was tried before the undersigned master-in-equity on March 16, 2017, at which time Defendant Paul Dennison was proceeding *pro se*, and Angela Harrison, Esquire represented Oak Forest Homeowner Association, Inc. The court received testimony and documentary evidence from Oak Forest and from Dennison at trial. The court took this case under advisement.

As many HOA cases do, this case had a sordid past. A companion case involving Dennison and several of his co-homeowners in the subdivision had settled earlier, but Dennison was not involved in the settlement. See, Oak Forest Homeowners Association, Inc. v. David Earley, Paul M. Dennison, Jeffrey Thomas, Lorinda Thomas, Kevin R. Lundgren, Ryan M. Lundgren, Stephen H. Peck, and Community Management Group, LLC, 2014-CP-26-5247. That case involved defamation, all stemming from whether certain lots and homes in the subdivision were part of the Oak Forest HOA. Flyers had been posted by all sides and letters had been sent among homeowners spouting all opinions, with rhetoric becoming heated. Dennison's case had been dismissed without

prejudice. Thereafter, Dennison did not pay homeowner's assessments as he contended that he was not a member of the HOA. This case thereafter followed.

This case is a homeowners' association ("HOA") lien foreclosure action in which the HOA claims to be owed money under the terms of real property covenants to which it claims Dennison is a party. The lien amount was \$2743.92 against Dennison when the suit was filed. Dennison owns and lives at 2436 Morlynn Drive, Myrtle Beach, South Carolina, which is in the Oak Forest subdivision. Dennison answered the complaint in a 16-page document, denying that he was a member of the HOA, denying that he owed the HOA any money, denying that the Plaintiff actually held a lien on his property, and denying that his property was actually subject to covenants obligating its owner to be a member of the HOA or to pay the HOA anything. Dennison's answer refers to several exhibits which were introduced at trial.

After taking this matter under advisement and reviewing the testimony and evidence, the court finds that the HOA has failed to prove that Dennison is a member of the HOA and therefore owes assessments, as is more particularly set out below.

FINDINGS OF FACT

The Plaintiff HOA is a South Carolina nonprofit corporation that acts as an HOA. The covenant documents that the HOA seeks to enforce against Dennison were received into evidence. The terms of those covenants provide that all owners of property subject to the covenants are members of the HOA described in the covenants. The HOA also offered, and the court received into evidence, notice of lien documents that the HOA has recorded in the Horry County land records. These notice of lien documents state the HOA holds a lien or liens on the subject real property.

The court received numerous exhibits and testimony from Dennison, which are essentially the same as the content of and exhibits referred to in his answer in this case. The testimony and exhibits reveal that the area of which Dennison's subject property is a part has a different chain of title than some of Dennison's neighbor's adjoining land that is encumbered by the covenants. Dennison adamantly denied that he is a member of the HOA, and the record lacks evidence that indicates to the court that he has joined the HOA. No evidence was adduced to the effect that the HOA would have a lien against Dennison for any reason other than membership in the HOA.

The court determines that these facts are dispositive of the HOA's claim and are, thus, the only facts that matter to the outcome of the case. Dennison contends that the Plaintiff HOA is not the same HOA as that subject of the covenants, but the court does not need to determine that issue because other facts dispose of the case.

CONCLUSIONS OF LAW

Any factual findings in this order that are more properly characterized as conclusions of law are so deemed, and vice-versa.

The HOA has failed to prove that Dennison is a member of the HOA and failed to prove that the covenants at issue apply to Dennison's property.

Restrictive covenants are contractual in nature. Sea Pines Plantation Co. v. Wells, 294 S.C. 266, 270, 363 S.E.2d 891, 894 (1987); Kinard v. Richardson, 407 S.C. 247, 754 S.E.2d 888, 893 (Ct. App. 2014); Queen's Grant II Horizontal Property Regime v. Greenwood Dev. Corp., 368 S.C. 342, 628 S.E.2d 902, 913 (Ct. App. 2006); Houck v. Rivers, 316 S.C. 414, 418, 450 S.E.2d 106, 109 (Ct. App. 1994). A claim that a party has violated a restrictive covenant is a claim that the party has breached the contract embodied in the covenants. See Kinard, 754 S.E.2d at 893; Queen's Grant, 628 S.E.2d at 913.

To recover for breach of contract, a plaintiff must prove that there was a binding contract entered into by the parties, the defendant breached the contract, and damage as a proximate result. See Fuller v. Eastern Fire & Cas. Ins. Co., 240 S.C. 75, 124 S.E.2d 602, 610 (1962). In the somewhat analogous context of a mortgage foreclosure action, our Court of Appeals has said that a plaintiff has the burden of establishing the existence of a debt owed to it, its ownership of the mortgage securing that debt, and the debtor's default of the debt obligation. U.S. Bank Natl. Trust Assn. v. Bell, 385 S.C. 364, 684 S.E.2d 199, 205 (Ct. App. 2009). Whether it is called "breach," "default," "violation," "non-compliance," or something else, what the law makes plain is that a party, who seeks to recover against another party for violating a restrictive covenant, must prove, among other things and above all else, that both the claiming party and the defending party are parties to the covenant. Fuller, 124 S.E.2d at 610; see Kinard, 754 S.E.2d at 893; U.S. Bank, 684 S.E.2d at 205; Queen's Grant, 628 S.E.2d at 913.

Here, the burden was on the HOA to prove both that the covenants apply to the subject property and that Dennison is a member of the HOA. At S.C. Code Ann. § 33-31-601, the South Carolina Nonprofit Corporation Act provides that a nonprofit corporation's "articles or bylaws may establish criteria or procedures for the admission of members" and that "[n]o person may be admitted as a member without his consent." The evidence adduced does not establish that Dennison ever became a member of the HOA or became bound by the covenants. The evidence does not indicate that Dennison ever consented to becoming a member of the HOA and, indeed, indicates that he has protested for years against the HOA's attempts to treat him as a member.

The HOA's failure to prove that Dennison is a party to the covenants at issue or a member of the HOA is a failure to prove an element essential to the HOA's claim. Accordingly, the court finds for Dennison.

CONCLUSION

Accordingly, IT IS THEREFORE HEREBY ORDERED that:

- 1) The court finds against the Plaintiff and for Defendant Dennison on the Plaintiff's claim; and
- 2) The Plaintiff is enjoined and directed to record cancellations of all notice of lien documents that the Plaintiff has recorded in the Horry County Office of the Register of Deeds that purport that Defendant Dennison owes the Plaintiff money and/or that the Plaintiff has a lien upon the real property subject of this action .

And IT IS SO ORDERED.

The Honorable Cynthia Graham Howe
Special Master-in-Equity for Horry County

Conway, South Carolina

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016-CP-26-05411

OAK FOREST HOMEOWNERS
ASSOCIATION, IN.,

PAUL M. DENNISON MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., solely as nominee
for BRANCH BANKING and TRUST
COMPANY, LLC and SOUTH
CAROLINA STATE HOUSING
FINANCE and DEVELOPMENT
AUTHORITY,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Andrew S. Radeker

Attorney for : ☐ Plaintiff ☒ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order X ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Paul M. Dennison	Oak Forest Homeowners Association, Inc.	\$N/A
		\$

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

For Clerk of Court Office Use Only

Court Reporter:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.



Horry Common Pleas

Case Caption: Oak Forest Homeowners Association Inc VS Paul M Dennison ,
defendant, et al
Case Number: 2016CP2605411
Type: Master/Order/Other

So Ordered

s/Cynthia Graham Howe, Special Master in Equity
for Horry County, 3073

STATE OF SOUTH CAROLINA**COUNTY OF HORRY****IN THE COURT OF COMMON PLEAS****CASE NO. 2016-CP-26-05411****Oak Forest Homeowners Association,
Inc.,****Plaintiff,****vs.****Paul M. Dennison, Mortgage Electronic
Registration Systems, Inc., solely as
nominee for Branch Banking and Trust
Company, LLC and South Carolina State
Housing Finance and Development
Authority,****Defendants.****ORDER DISPOSING OF
PLAINTIFF'S POST TRIAL
MOTION**

TRIAL JUDGE:	CYNTHIA GRAHAM HOWE
PLAINTIFF'S ATTORNEY:	ANGELA HARRISON
DEFENDANT'S ATTORNEY:	DREW RADEKER
DATE OF HEARING:	MAY 10, 2022

On April 22, 2022, this Court issued its Order of Judgment for Defendants in this matter. The Horry County Clerk of Court gave notice of the order to all pertinent parties pursuant to the Electronic Filing System, also on April 22, 2022. Plaintiff Oak Forest Homeowners Association, Inc. (Oak Forest) filed and served its Motion to Reconsider, Alter or Amend Judgment or for a New Trial on May 3, 2022.

The Court heard arguments on Oak Forest's post trial motion on May 10, 2022, by zoom. At the outset, I conclude that Oak Forest's motion is untimely. A motion for a new trial in a non-jury matter shall be served not later than 10 days after receipt of written notice of the entry of the judgment or of the filing of an order disposing of the action. Rule 59(b), SCRCP. A motion to alter or amend the judgment shall be served not later than 10 days after receipt of written notice of the entry of the order. Rule 59(e), SCRCP.

Moreover, in this case, all documents were filed and served electronically on Oak Forest and on Defendant Paul Dennison once he was represented by counsel. (Dennison represented himself for much of the earlier proceedings but subsequently retained counsel. The Electronic Filing Policies require that self-represented litigants be served and noticed traditionally, not electronically.)

Transmission of the Notice of Electronic Filing (NEF) constitutes the notice required under Rule 77(d), SCRCP, for all parties who are proceeding in the E-Filing System. Section 6(c), SCEF. An Authorized E-Filer has receipt of written notice of the entry of a judgment or the filing of an order upon receipt of the emailed NEF. It shall be the responsibility of an Authorized E-Filer to review the content of the E-Filed order to determine its force and effect; however, any delay in accessing the E-Filing System to review the order does not affect the time of receipt. Section 6(d), SCEF.

Here, the Clerk filed the Order of Judgment for Defendants in this matter and issued the NEF on April 22, 2022. Accordingly, all parties, including Oak Forest, received written notice of the entry of the order on April 22, 2022. The tenth day thereafter, Oak Forest's last day to serve its post-trial motion under Rule 59, SCRCP, was May 2, 2022. Consequently, Oak Forest's service of its post-trial motion on May 3, 2022 was untimely. The established case law is that a trial judge loses jurisdiction over a case when the time to file post-trial motions has elapsed. *In re Beard*, 597 S.E.2d 835, cert denied (Ct.App.2006). This Court must dismiss Oak Forest's post trial motion as untimely.

However, even if I had not determined that its motion was untimely, I would deny Oak Forest's motion on the merits. I have reviewed the matter in its entirety including all exhibits, my trial notes, those of my law clerk, the trial transcript, the memoranda submitted by Oak Forest's counsel, as well as arguments of counsel at the motion hearing. I have concluded that the Court has not overlooked any issues presented necessary for the ruling nor made any errors. Moreover,

for the first time post judgment, Oak Forest has raised the issue that the undersigned was biased or prejudiced, allegedly because her prior law partner/law firm had been involved in a lawsuit with the developer of the original Oak Forest development in the late 1980's.

The undersigned concludes that it certainly was not biased or prejudiced against Oak Forest in any way, and certainly not because her law partner was involved in a lawsuit more than 30 years prior dealing with the original developer of Oak Forest, not the Oak Forest HOA. That lawsuit dealt with the old Air Force base and the real estate upon which the Oak Forest development is built. Moreover, the issue of any bias was never presented to the trial court so that if there may have been such, the undersigned trial judge could have made such a determination and recused herself before a final order was issued.

A party cannot use a motion to alter or amend a judgment to present to the trial court an issue that the party could have raised prior to a judgment but did not. *Gartside v. Gartside*, 677 S.E.2d 621 (Ct.App.2009).

Therefore, having carefully considered Oak Forest's motion and its circumstances,

IT IS HEREBY ORDERED that Oak Forest's Motion to Amend/Alter the Judgment is dismissed as untimely.

ALTERNATIVELY, IT IS HEREBY ORDERED that Oak Forest's Motion to Amend/Alter the Judgment is denied.

AND IT IS SO ORDERED.

Cynthia Graham Howe,
Special Master-in-Equity for Horry County

Conway, South Carolina

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF HORRY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2016-CP-26-05411

OAK FOREST HOMEOWNERS
ASSOCIATION, IN.,

PAUL M. DENNISON MORTGAGE
ELECTRONIC REGISTRATION
SYSTEMS, INC., solely as nominee
for BRANCH BANKING and TRUST
COMPANY, LLC and SOUTH
CAROLINA STATE HOUSING
FINANCE and DEVELOPMENT
AUTHORITY,

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: the Court

Attorney for : ☐ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☒ See attached order ☐ Statement of Judgment by the Court:

ORDER INFORMATION

This order ends X does not end the case.

Additional Information for the Clerk : Plaintiff's Motion to Amend/Alter the Judgment is denied.

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Paul M. Dennison	Oak Forest Homeowners Association, Inc.	\$N/A
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

May 13, 2022
Date

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.



Horry Common Pleas

Case Caption: Oak Forest Homeowners Association Inc VS Paul M Dennison ,
defendant, et al
Case Number: 2016CP2605411
Type: Master/Order/Other

So Ordered

s/Cynthia Graham Howe, Special Master in Equity
for Horry County, 3073

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTEENTH JUDICIAL CIRCUIT
 COUNTY OF HORRY) Civil Action Numbers: 2016-CP-26- **5411**

Oak Forest Homeowners Association, Inc.,)

Plaintiff,)

vs.)

SUMMONS

Paul M. Dennison; Mortgage Electronic)
 Registration Systems, Inc., solely as nominee for)
 Branch Banking and Trust Company, LLC and)
 South Carolina State Housing Finance and)
 Development Authority;)

Defendants.)

C6559ES

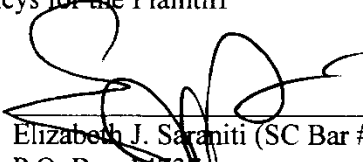
TO: THE DEFENDANTS ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscribers at their office at 1271 Glens Bay Road (physical address only), P.O. Box 14737 (mailing address), Surfside Beach, South Carolina 29587, and to file your answer in the office of the Clerk of Court for Horry County, all within thirty (30) days after the service hereof; exclusive of the day of such service; *except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof*, exclusive of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for judgment by default for the relief demanded in the Complaint and a judgment will be rendered against you.

YOU WILL ALSO TAKE NOTICE that the Plaintiff in this Action will move for an Order of Reference or that the Court may issue a general order of reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

MOORE, JOHNSON & SARANITI LAW FIRM, P.A.
 Attorneys for the Plaintiff

By:


 Elizabeth J. Saraniti (SC Bar #: 16150)
 P.O. Box 14737
 Surfside Beach, SC 29587-4737
 (843) 650-9757; (843) 650-9747 (fax)

August 9, 2016

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) FOR THE FIFTEENTH JUDICIAL CIRCUIT
 COUNTY OF HORRY) Civil Action Numbers: 2016-CP-26- **BH**

Oak Forest Homeowners Association, Inc.,)

Plaintiff,)

vs.)

Paul M. Dennison; Mortgage Electronic
 Registration Systems, Inc., solely as nominee for
 Branch Banking and Trust Company, LLC and
 South Carolina State Housing Finance and
 Development Authority;)

Defendants.)

C6559ES

COMPLAINT
 (Non-Jury)

2016 MAR 16 PM 1:23

The Plaintiff, Oak Forest Homeowners Association, Inc., by and through its undersigned attorney, respectfully alleges and shows the following:

1. The Plaintiff is an eleemosynary corporation organized and existing under the laws of the State of South Carolina.
2. Upon information and belief, the Defendant, Paul M. Dennison, is a citizen and resident of the State of South Carolina.
3. Upon information and belief, the Defendant, Mortgage Electronic Registration Systems, Inc., solely as nominee for Branch Banking and Trust Company, LLC, is a financial institution licensed to do business in the State of South Carolina.
4. Upon information and belief, the Defendant, South Carolina State Housing Finance and Development Authority, is a financial institution licensed to do business in the State of South Carolina.
5. Upon information and belief, the Defendant, Paul M. Dennison, is not subject to the provisions of the Soldiers' and Sailors' Relief Act of 1940, as Amended.
6. This court has both subject matter and personal jurisdiction over the property and the parties to this action.

Complaint

1 of 5

2016-CP-26-_____

CS

7. The subject matter of this action is real and personal property located in Horry County, South Carolina, which property is more fully described as follows:

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot Twenty-Six (26) on that map entitled "Final Plat for Steel Town Development, LLC of Oak Forest Phase III" prepared by Beasley Land Surveying, Inc., dated August 29, 2008, last revised December 17, 2009, and recorded March 26, 2010 in Plat Book 248 at Page 160, office of the Register of Deeds for Horry County, reference to which is craved as forming a part of this description.

THIS CONVEYANCE is made subject to easements and restrictions of record.

This being the identical property conveyed unto Paul M. Dennison from Steeltown Development, LLC by deed dated September 9, 2013 and recorded September 13, 2013 in Deed Book 3684 at Page 351 and rerecorded on September 18, 2013 in Deed Book 3685 at Page 119, records for Horry County, South Carolina.

TMS #: 180-21-02-184

PIN#: 44114020114

PROPERTY ADDRESS: 2436 Morlynn Drive, Myrtle Beach, SC 29577

8. That the Plaintiff in this action filed a Notice of Lien for Delinquent Assessments by Oak Forest Homeowners Association, Inc., recorded on April 20, 2016, in Lien Book 241 at Page 2848 and Corrective Lien filed August 16, 2016 in Lien Book 244 at Page 2906. Attached hereto as "Exhibit A".

9. As of July 6, 2016, there was due and owing to the Association the sum of \$2,169.42 together with attorneys' fees and the costs of this action.

10. That the Administrative Order of the Supreme Court of South Carolina dated May 2, 2011 (2011-05-02-01) does not apply to this foreclosure, in that the Plaintiff does not offer any form of foreclosure intervention because it is an HOA or POA.

11. That the Defendant, Mortgage Electronic Registration Systems, Inc., solely as nominee for Branch Banking and Trust Company, LLC, may claim some interest in the subject property by virtue of that certain mortgage recorded on September 13, 2013, in Mortgage Book 5534, Page 3411 and rerecorded on November 22, 2013 in Mortgage Book 5554, Page 2680.

Complaint

2 of 5

2016-CP-26-_____



12. That the Defendant, South Carolina State Housing Finance and Development Authority, may claim some interest in the subject property by virtue of that certain mortgage recorded on September 13, 2013, in Mortgage Book 5534, Page 3425 and rerecorded on June 6, 2014 in Mortgage Book 5596, Page 276.

13. That the Defendant, Paul M. Dennison, is required under the governing documents of Oak Forest Homeowners Association, Inc. to pay certain fees and dues.

14. That the Plaintiff has exercised their option to foreclose on the property and declare the whole amount due.

15. Oak Forest Homeowners Association, Inc. waives a deficiency judgment against the Defendant, Paul M. Dennison, for the full amount found to be due to Plaintiff under the associations governing documents.

16. Upon information and belief the property which is the subject of this action has not been taken for tax, fine or assessment, pursuant to any statute, or seized by virtue of an execution or attachment against the property of the Plaintiff or Defendant.

WHEREFORE, having fully set forth this Complaint, Oak Forest Homeowners Association, Inc. prays that this Honorable Court inquire into the matters set forth herein and that:

A. That the amount due under the governing documents of the Oak Forest Homeowners Association, Inc. be ascertained and determined under the direction of this Court, together with attorney's fees and the cost of the action, and a judgment be awarded against the Defendant, Paul M. Dennison, in said amount.

B. That the Plaintiff's Lien for assessment be declared a lien, junior in priority only to that first mortgage lien in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Branch Banking and Trust Company, LLC, second mortgage lien in favor of South Carolina State Housing Finance and Development Authority, and to any



unpaid ad valorem real estate taxes and that Oak Forest Homeowners Association, Inc. have judgment of foreclosure for the amounts that are found to be due and owing thereon, with attorney's fees and for the costs of this action.

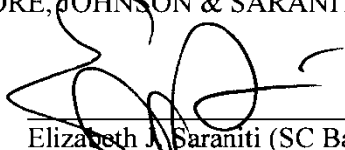
C. That the property, together with all the appurtenances thereto according to said governing documents of the association, be sold under the Direction of this Court, subject to the first mortgage lien in favor of Mortgage Electronic Registration Systems, Inc., solely as nominee for Branch Banking and Trust Company, LLC, second mortgage lien in favor of South Carolina State Housing Finance and Development Authority, ad valorem real estate taxes, and personal property taxes (if any), the equity of redemption be barred, and that the proceeds of sale be applied as follows:

1. First to the costs and expenses of the within action and the sale;
2. Second, to the payment and discharge of the amount due on the Plaintiff's lien and together with allowable interest and reasonable attorney's fees aforesaid; and
3. Third, the surplus, if any, be held pending further determination of this Court and be distributed according to law.

D. For such and further relief as may be just and proper.

MOORE, JOHNSON & SARANITI LAW FIRM, P.A.

By:



Elizabeth J. Saraniti (SC Bar #: 16150)
Attorneys for the Plaintiff
P.O. Box 14737
Surfside Beach, SC 29587
(843) 650-9757 (843) 650-9747 fax

August 9, 2016
Surfside Beach, South Carolina

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (THE 'ACT')
15 U.S.C. SECTION 1601, AS AMENDED**

1. As of July 6, 2016, you owe \$2,169.42 plus attorney fees and costs. Because of interest, late charges and other charges that may vary from day to day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call us as directed in paragraph 6 of this Notice.
2. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.
3. The debt as described in the Complaint attached hereto will be assumed to be valid by the creditor's law firm, unless the debtor(s), within thirty (30) days after the receipt of this notice, disputed, in writing, the validity of the debt or some portion thereof.
4. If the debtor(s) notify the creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor's law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor(s) by the creditor's law firm.
5. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and the debtor(s) make a written request to the creditor's law firm within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor(s) by the creditor's law firm.
6. Written requests should be addressed to Moore, Johnson & Saraniti Law Firm, P.A., P. O. Box 14737, Surfside Beach, SC 29587.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION
OBTAINED WILL BE USED FOR THAT PURPOSE.**



Instrument#: 2016000043546, LIEN BK: 241 PG: 2848 DOCTYPE: 064 04/20/2016 at
09:26:56 AM, 1 OF 1 MAR FOXWORTH III, HORRY COUN REGISTRAR OF
DEEDS

EXHIBIT A

State of South Carolina

NOTICE OF LIEN OF UNPAID PROPERTY
ASSESSMENTS PURSUANT TO THE BYLAWS
OF THE ASSOCIATION

County Of Horry

CASE NUMBER:

TAKE NOTICE that pursuant to the terms of the Bylaws of Oak Forest Homeowners Association, Inc. filed on August 30 1993 Deed Book 1661 at page 178 of the Office of the RMC for Horry County, South Carolina.
Also subject to the terms of Declaration and Establishment of Oak Forest Homeowners Association Inc. filed on February 25, 1988 in Deed Book 1201 at Page 373 of the Office of the RMC for Horry County, South Carolina. Oak Forest Home Owners Association does claim a Homeowner's assessment lien as follows;

Owner(s):

Paul Dennison
2447 Morlynn dr
Myrtle Beach, SC 29577

Property Description:

Oak Forest Subdivision * Phase III
Tax Assessor Map Number: 180-21-02-184

Past due Assessments in the Amount of: \$3,000.00 Plus TOTAL DUES AS OF THIS DATE: \$890.02
Total Assessments, and Filing Fees = \$3910.02, includes Lien filling fee of \$10.00 and a Lien Release fee of \$10.00.
Interest on Nonpayment of Assessments will continue to accrue at the rate of 10% per Annum.
Any additional cost and or reasonable attorney's fees shall become part of the Lien on the Property.

Property description: Lot #184, Oak Forest, phase # 3, 2447 Morlynn dr, Myrtle Beach SC 29577
GIS Map Scan # 180-21-02-184

Date: 04/20/2016

CLAIM OF ASSESSMENT LIEN BY:

OAK FOREST HOME OWNERS ASSOCIATION, INC.

Witness _____

Daniel Watson
By: Daniel Watson
Oak Forest HOA President
PO BOX 30475
Myrtle Beach SC 29588

Witness 2 (optional) _____

State Of South Carolina)

) ACKNOWLEDGMENT

County Of Horry)

I, Jodeci Jenkins, A Notary Public do hereby certify that the within named grantor(s) personally appeared before me this day and acknowledged the due execution of the following instrument.

WITNESS MY HAND AND OFFICIAL SEAL THIS 20 DAY OF April, 2016

Jodeci Jenkins
NOTARY PUBLIC



JODECI JENKINS
NOTARY PUBLIC
SOUTH CAROLINA
MY COMMISSION EXPIRES
MAY 28, 2024

Instrument#: 2016000095855, BK: 244 PG: 2906 DOCTYPE: 064 08/16/2016 at
10:24:47 AM, 1 OF 4 MARI FOXWORTH III, Horry County REGISTRAR OF
DEEDS

HORRY COUNTY REGISTER OF DEEDS TRANSMITTAL SHEET

****Retain the transmittal sheet as it is the first page of your filed instrument. The book/page number will be required for future related filings of satisfactions, partial releases, amendments, and other instruments related to this filing.****

**TO BE FILED WITH EACH INSTRUMENT PRESENTED ELECTRONICALLY FOR RECORDING.
HORRY COUNTY REGISTER OF DEEDS, 1301 SECOND AVENUE POST OFFICE BOX 470 , CONWAY,
SOUTH CAROLINA 29526**

DOCUMENT TYPE OF INSTRUMENT BEING FILED: Condo Lien

DATE OF INSTRUMENT: 08/16/2016

DOCUMENT SHALL BE RETURNED TO:

NAME: Moore, Johnson & Saraniti Law Firm, P.A.

ADDRESS:

PO Box 14737

Surfside Beach, SC 29587

TELEPHONE: (843) 650-9757

FAX: (843) 650-975

E-MAIL ADDRESS: saraniti@grandstrandlawyers.com

Related Document(s): book **241** , page **2848**

PURCHASE PRICE / MORTGAGE AMOUNT: \$

BRIEF PROPERTY DESCRIPTION: OAK FOREST PHASE III LOT 26

TAX MAP NUMBER (TMS #) 180-21-02-184 / PIN NUMBER:

GRANTOR / MORTGAGOR / OBLIGOR / MARKER (FROM WHO):

FULL BUSINESS NAME

1. **OAK FOREST HOMEOWNERS ASSOCIATION INC**

GRANTEE / MORTGAGEE / OBLIGEE (TO WHO):

LAST NAME

FIRST NAME

MIDDLE NAME

1. **DENNISON**

PAUL

Instrument#: 2016000095855, LIEN BK: 244 PG: 2907 DOCTYPE: 064 08/16/2016 at
 10:24:47 AM, 2 OF 4 MARI FOXWORTH III, HORRY COUNTY REGISTRAR OF
 DEEDS

Please return to:
 Moore, Johnson & Saraniti Law Firm, P.A.
 P.O. Box 14737
 Surfside Beach, SC 29587-4737

State of South Carolina)
)
 County of Horry) CORRECTIVE NOTICE OF LIEN FOR
 DELINQUENT ASSESSMENTS BY OAK FOREST
 HOMEOWNERS ASSOCIATION, INC.

TO ALL WHOM IT MAY CONCERN:

WHEREAS, on April 20, 2016, a lien was filed against Paul Dennison for property located at Lot #184, Oak Forest, Phase #3, 2447 Morlynn Dr., Myrtle Beach, SC 29577 as shown by that Notice of Lien for Delinquent Assessments by Oak Forest Homeowners Association, Inc., recorded in Lien Book 241 at Page 2848, records of Horry County; and,

WHEREAS, the lien incorrectly named the address of the property of Paul Dennison as 2447 Morlynn Drive, but should have named 2436 Morlynn Drive in Oak Forest Homeowners Association, Inc.; and,

WHEREAS, this Corrective Notice of Lien for Delinquent Assessments by Oak Forest Homeowners Association, Inc. is made to lien 2436 Morlynn Drive in Oak Forest Homeowners Association, Inc. and to update the amount due to reflect the current amount,

NOW THEREFORE, PLEASE TAKE NOTICE that pursuant to the terms of the governing documents and all applicable amendments thereto and the *Code of Laws of South Carolina*, 1976 as amended, the above named party does hereby claim and assert an assessment lien as follows:

OWNER(s): Paul Dennison
 2436 Morlynn Dr.
 Myrtle Beach, SC 29577

AMOUNT:	Delinquent Assessments and related charges -----	\$	2,169.42
	Attorney's Fees to date -----	\$	550.00
	Filing Fees and Costs -----	\$	24.50
	Total Due -----	\$	2,743.92

IN ADDITION all assessments and related fees, interest, late charges, attorney's fees and costs accruing from the date of this lien until payment is made in full.

The property encumbered by this lien is more particularly described as follows:
 SEE ATTACHED EXHIBIT "A"

MOORE, JOHNSON & SARANITI LAW FIRM, P.A.

Instrument#: 2016000095855, EN BK: 244 PG: 2908 DOCTYPE: 064 08/16/2016 at
 10:24:47 AM, 3 OF 4 MAR: FOXWORTH III, HORRY COUNT REGISTRAR OF
 DEEDS

By:

Elizabeth J. Saraniti (SC Bar #: 16150)
 Post Office Box 14737
 Surfside Beach, SC 29587-4737
 (843) 650-9757

Barbara A. Vane
 Witness

Audrea L. Taylor
 Witness

August 16, 2016
 C6559ES

State of South Carolina)

County of Horry)

ACKNOWLEDGEMENT

PERSONALLY appeared before me, Barbara A. Vane, the undersigned witness and made oath that (s)he was present and saw Elizabeth J. Saraniti, the within Grantor(s) sign, seal and as his/her/their act and deed, deliver the within foregoing instrument; that deponent with the other witness whose name is subscribed above, witnesses the execution thereof, and that the subscribing witness is not a party to or beneficiary of the transaction.

Barbara A. Vane

Sworn to before me this
16th day of August, 2016.

Audrea L. Taylor
 Notary Public for South Carolina

My commission expires: 9-29-26

Audrea L. Taylor
 Audrea L. Taylor

Instrument#: 2016000095855, DEED BK: 244 PG: 2909 DOCTYPE: 064 08/16/2016 at
10:24:47 AM, 4 OF 4 MARIE FOXWORTH III, HORRY COUNTY REGISTRAR OF
DEEDS

EXHIBIT A

ALL AND SINGULAR, that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in Socastee Township, Horry County, South Carolina, being shown and designated as Lot Twenty-Six (26) on that map entitled "Final Plat for Steel Town Development, LLC of Oak Forest Phase III" prepared by Beasley Land Surveying, Inc., dated August 29, 2008, last revised December 17, 2009, and recorded March 26, 2010 in Plat Book 248 at Page 160, office of the Register of Deeds for Horry County, reference to which is craved as forming a part of this description.

THIS CONVEYANCE is made subject to easements and restrictions of record.

This being the identical property conveyed unto Paul M. Dennison from Steeltown Development, LLC by deed dated September 9, 2013 and recorded September 13, 2013 in Deed Book 3684 at Page 351 and rerecorded on September 18, 2013 in Deed Book 3685 at Page 119, records for Horry County, South Carolina.

TMS #: 180-21-02-184

PIN#: 44114020114

PROPERTY ADDRESS: 2436 Morlynn Drive, Myrtle Beach, SC 29577

STATE OF SOUTH CAROLINA)
COUNTY OF HORRY)
OAK FOREST HOMEOWNERS)
ASSOCIATION, INC.,)
Plaintiff,)
vs.)
PAUL M. DENNISON,)
Defendant.)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTEENTH JUDICIAL CIRCUIT
CIVIL ACTION NO.: 2016-CP-26-5411

ANSWER BY DEFENDANT PAUL
DENNISON (WITH EXHIBITS)
(NON-JURY)

2016 SEP -9 PM 3:24
CLERK OF COURT
HORRY COUNTY

Answer to Above Plaintiff

I, Paul Dennison, have read the Plaintiff's allegations in the complaint that was filed and dated August 16, 2016. As the named defendant, I provide the following answer to this Honorable Court:

ANSWER TO PARAGRAPH 1

1. The answering defendant admits so much of the allegations in paragraph 1 to state that Oak Forest Homeowners' Association was corrected on July 1, 2015. (Exhibit A) The answering defendant denies the remaining allegations contained in paragraph 1 and demands strict proof thereof.
2. The original property owner of the development is a corporation registered with the Secretary of State on November 19, 1986 and so named Oak Forest Incorporated (Exhibit B), registered agent Richard James Ward.
3. The original owner Oak Forest Incorporated entered and filed a set of deed restrictions on February 25, 1988 at Deed Book 1201 Pg 373 (Exhibit C).

4. The original restrictions were not intended to form any sort of Homeowners' Association or board of directors but simply rules of the community similar to rules you might find for homeowners within the city of Myrtle Beach.
5. The restrictions on file provide for relief at the homeowner level and do not result in the formation of any group as a leader.
6. The original restrictions do not allow for any sort of collection of money or funds from homeowners to go to a pooled account or management company and does not provide any services, example, trash pick up, cable, street lighting, insurance, etc.
7. On August 30, 1993, the property owners filed with RMC of Horry County the Creation of Oak Forest Homeowners Association filed in Deed Book 1662 Pg 178 (Exhibit D).
8. With this new set of articles, a board of directors can exist.
9. Article 4, section 2 of Exhibit D Purpose of Assessments is to maintain common area, streets, street lighting, and to procure policies of insurance in accordance with the bylaws.
10. In the CCR (Exhibit D) the bylaws start on page 12 and finish on page 22. That on page 19, Article 7: Powers and Duties of the Board of Directors, section 1 (e) "procure and maintain adequate liability and hazard insurance on property owned by the Association, and (g) cause the common area to be maintained" (that includes streets and storage area).
11. The Association does not and has not had insurance since 2011. See minutes May 18, 2011 (Exhibit E), page 2 paragraph 6 states that insurance was cancelled. Minutes for March 2012 (Exhibit F) page 1 paragraph 3-4 shows that HOA cannot get insurance because of needed road repairs from years of neglect in amount of \$248,000 dollars. Minutes for April 2013 (Exhibit G), page 2, paragraph 2 shows cost of cleaning out detention pond at \$52,000 dollars from years of neglect. Answer to interrogatories of Paul Dennison page 2, paragraph 3 shows no insurance of January 6, 2015 (Exhibit H).

12. The answering defendant states that someone had a duty to inform the lot owners 1-27 and lot 107 of these problems before being forced into this HOA.
13. The Homeowners' Association has not maintained proper elections, proper books, and are in breach of several bylaws.
14. In Book 1662, page 199, (page 22 of Exhibit D), Article 10, section 2: In case of any conflict between Articles of Incorporation and these by-laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration of these by-laws the Declaration shall control.
15. The Oak Forest Homeowners' Association Creation document is 43 pages.
16. With this document it was incorporated with the South Carolina Secretary of State on June 13, 1994 creating Articles of Incorporation. See Exhibit I.
17. On August 1, 2008, paperwork was filed with Secretary of State giving Community Management Group, Steve Peck, as registered agent for Oak Forest Homeowners' Association. See Exhibit J.
18. On September 1, 2010, Articles of Dissolution was filed and signed by Steve Peck, the community manager, and notarized by Jerry Watson, Notary Public of South Carolina. See Exhibit K.
19. Articles of Dissolution, line 3 states the dissolution was adopted by the board of directors.
20. According to the S.C. Secretary of State, the plaintiff had 120 days to revoke the dissolution according to Title 33, Chapter 31 section 33-31-1405. The dissolution was not revoked.
21. The plaintiff violated SC Code Title 33, Chapter 31, section 33-31-1406 which states that corporation is allowed to continue its corporate existence only under certain circumstances including returning, transferring, and conveying assets held by the corporation.
22. On July 10, 2014, the plaintiff filed and registered a new corporation called Oak Forest Homeowners' Association, Inc. See Exhibit L.

23. On August 6, 2014 Daniel Watson filed an Affidavit with Case Number 2014-CP-26-5247 (*Oak Forest HOA v. Earley, et. al.*) stating that the creation on July 10, 2014 was the true Creation of Oak Forest Homeowners' Association, Inc. (Exhibit M)
24. The plaintiff's motion for that case was denied. (Exhibit N)
25. The new Oak Forest HOA, Inc. was dissolved on July 1, 2015 by Daniel Watson with box 3 on page 1 marked that approval was majority of board of directors. (Exhibit O)
26. None of these actions were ever discussed at any meetings nor were homeowners told in any way of these actions.
27. That between September 2010 and July 2015, the original Articles of Incorporation was dissolved. A new corporation was created on July 2014 and was dissolved on July 2015.
28. There was no existing HOA at the time the subject property was built, nor when it was bought by defendant Paul Dennison.
29. No existence of any HOA was entered on defendant's Deed (Exhibit P) or on the closing papers (Exhibit Q).
30. The closing attorney stated that existence of HOA could not be verified, that FHA requires copy of CCR's and proof that HOA/PUD carries insurance. (Exhibit Q)

ANSWER TO PARAGRAPH 2

31. The answering defendant admits to the allegations in paragraph 2.

ANSWER TO PARAGRAPH 3

32. The answering defendant denies the allegations in paragraph 3. BB&T is not a defendant in this complaint. BB&T does not hold defendant's mortgage. (Exhibit R)

ANSWER TO PARAGRAPHS 4, 5, 6

33. The answering defendant admits to the allegations in paragraphs 4, 5, and 6.

ANSWER TO PARAGRAPH 7

34. Each and every allegation contained in paragraphs 1 through 33 is incorporated herein when not inconsistent herewith.
35. The answering defendant denies the allegations in paragraph 7. The description of the defendant's property in the Complaint does not match original description of defendant's property. Defendant offers original deed, TMS # 180-21-02-184 as recorded in HCR Deed Book 3685 page 119. (Exhibit P)
36. The defendant's Deed does not show any affiliation with any HOA/POA.
37. That Deed TMS# 180-21-02-184 (Exhibit P) page 1, paragraph 2 "that property is lot 26 on that map titled Final Plat for Steeltown Development, LLC, recorded March 26, 2010 in Plat Book 248 at page 160 which is craved as forming a part of this description". (Exhibit S) Plat 248 page 160
38. That Exhibit S, Plat 248, page 160 shows notes on pages 1 and 2.
39. That on page 1, note 7 states that this development is a portion of TMS #180-21-02-130 (Exhibit T) as recorded in Deed Book 3393 page 1280.
40. That on page 2 of Exhibit S, note 19 does not show any HOA/POA restrictions.
41. That on page 2 of Exhibit S, "below Final Plat for Steeltown does show subject to easements and restrictions of record Tax Map: 180-21-02-130", this being the Quit Claim Deed (Exhibit T).
42. The Quit Claim Deed TMS #180-21-02-130 (Exhibit T) as recorded in Book 3393, page 1280, page 1, paragraph 5 states that **"Oak Forest Homeowners' Association Inc. have remised, released, and forever quit-claimed, and by these presents do remise, release, and forever quit-claim unto the said L.W. Paul Construction Co., Inc. its successors and assigns forever, all its interest in the following described property to wit":** with a description on page 2.
43. That on page 2 (page 1281) of Exhibit T paragraphs 3,4, and 5, TMS# 180-21-02-130 states that **"Together with all and singular the right,**

members, and 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 L.W. Paul Construction Co. Inc., its successors and assigns forever, so that neither Oak Forest Homeowners' Association, Inc., the Grantor, nor its successors and assigns, nor any other person or persons, claiming under it, shall at any time hereafter, by any way or means, have a claim or demand any right or title to the aforesaid premises or appurtenances, or any part of parcel thereof, forever". Dated March 13, 2009.

44. That on page 3 (page 1282) of Exhibit T, Daniel Watson along with the Board Members of Oak Forest HOA, Inc. signed the Quit-Claim Deed with notary and witnesses.
45. That on defendant's Deed Tax Map #180-21-02-184 (Exhibit P) also shows a paragraph 3 (on page 119), that is missing on plaintiff's description as described in Summons and Complaint paragraph 7.
46. That this paragraph 3 of TMS # 180-21-02-184 (Exhibit P) is also missing from the description that Attorney Saraniti filed with the Corrective Notice of Lien in Lien Book 244 page 2906. (Exhibit U)
47. That on bottom of page 2907 of Exhibit U, the attorney states that "The property encumbered by this lien is more particularly described as follows: See attached Exhibit A".
48. That on Exhibit U, page 2909 of Lien Exhibit A does not show full description as stated on Defendant's Deed.
49. That Defendant's Deed (Exhibit P) shown on first page, page 119 paragraph 3 states that "This being a portion of the identical property conveyed to Steeltown Development LLC from L.W. Paul Construction Co, Inc. by general warranty deed dated April 28, 2009 and recorded on May 1, 2009 in Book 3398 page 3099, Office of Register of Deeds of Horry County, South Carolina.
50. The Defendant shows Deed Book 3398 page 3099 as Exhibit V.

51. That on page 4 (page 3102) paragraph 2 of Exhibit V shows that this is property of Quit-Claim Deed TMS# 180-21-02-130.
52. That on page 6 (page 3104) of Exhibit V shows an Exhibit A, paragraph 1, Boundary and Wetlands Survey for Steeltown Development LLC, dated August 29, 2008, and recorded December 8, 2008 in Plat Book 241 at Page 158. (Exhibit W)
53. That on same page (3104) of Exhibit V, General Warranty Deed 3398 page 3099, paragraph 3 on page 3104 states that "This parcel is subject to all matters of record. TMS # 180-21-02-130. References the Quit-Claim Deed that is shown as Exhibit T.
54. That the Plat Book 241 at page 158 (Exhibit W) on page marked 2, Boundary and Wetlands Survey for Steeltown Development LLC, that land is "subject to easements and restrictions of record Tax Map: 180-21-02-130". Again referencing the Quit Claim Deed (Exhibit T).
55. That plaintiff's Lis Pendens (Foreclosure) Exhibit X does not show full and legal description of defendant's deed (Exhibit R).
56. Answering defendant would like to show additional deed from Steeltown Development (Exhibit Y) that also show same legal and complete description as defendant's deed. These deeds belonging to Rossie J. Bell, Jifang Sun, Jeffrey Thomas, Ryan Lundgren, and David Earley.
57. The answering defendant shows Deed Book 2068 page 606 of Oak Forest Phase II filed September 3, 1998 (Exhibit Z). This Deed does show legal description stating on page 606 as belonging to Oak Forest Homeowners' Association, Inc.
58. That Deed Book 2404 pag 1165 of same property dated September 4, 2001 from Debbie Dennison to Karen L. Zeip (Exhibit AA) does show full and legal description stating that the property is part of Oak Forest Homeowners' Association, Inc.
59. Plaintiff has stated that an Affidavit that Dale Dobis filed on April 6, 2010, Book 3453, page 2376 (Exhibit BB) forces property owners of lots 1-27

and lot 107 to be members of said Oak Forest Homeowners' Association, Inc.

60. Paragraph 4 states that lots 1-27 are recorded in Plat 248, page 160.
61. Answering defendant states that Plat Book 248 at page 160 (Exhibit S) clearly shows Quit-Claim Deed TMS # 180-21-02-130 (Exhibit T).
62. That Quit-Claim Deed (Exhibit T) specified that Oak Forest HOA, INC. has remised, released and forever quit-claimed said property. See paragraph 42, 43, and 44 above.
63. Defendant states that Dale Dobis could not have Declarant status under Article 1, section 6 of Creation of Oak Forest HOA, Inc. as is shown in paragraph 1 of Supplementary Declaration of Covenants, Conditions and Restrictions recorded in Book 3453 page 2376 (Exhibit BB) because of Quit-Claim Deed that was created in March of 2009 (Exhibit T) and recorded as restriction on Plat 248, Book 160 (Exhibit S) that removes property from Oak Forest HOA, Inc. forever.
64. The subdivision of Oak Forest Homeowners' Association, Inc. has only one ingress and egress and could not meet the Horry County Land Development Regulation, Article 4-Design Standards in that it already has more homes than allowed for that standard (Exhibit CC).
65. The property in Plat 248, page 160 was developed as a separate development known as Steeltown with 2 ingress and egress to a private road in accordance to Article 4 Design Standard (Exhibit CC) but not added back to Oak Forest Subdivision because of Quit-Claim Deed TMS #180-21-02-130 (Exhibit T).
66. Affidavit filed by Dale Dobis in Deed Book 3453 page 2376 (Exhibit BB) has no legal bearing in that Oak Forest Homeowners' Association, Inc. was dissolved on September 1, 2010 (Exhibit K)
67. Defendant states this document (Exhibit BB) is not mentioned nor is it referenced on any of the deeds of the lots that were sold by Dale Dobis to the homeowners of Steeltown Development.

68. Defendant states that at time of his closing in September 2013, neither the existence of a HOA/POA nor the document (Exhibit BB) could be put on the deed because HOA had been dissolved by document filed with the South Carolina Secretary of State (Exhibit K).
69. The answering defendant states that as of current records, the streets and retention pond have not been placed with Oak Forest Homeowners' Association, Inc. Exhibit DD shows tax records.
70. Plaintiff's minutes from meeting on February 18, 2015, paragraph states that Dale Dobis still owns streets and pond for Steeltown Development (Exhibit EE).
71. Plaintiff's minutes from meeting on November 11, 2015, on page 2 paragraph 4 states that Dale Dobis still owns streets and pond for Steeltown Development. (Exhibit FF)
72. The answering defendant alleges that the Affidavit of Book 3453 page 2376 (Exhibit BB) is solely based on fraud and that it does not appear as a record or restriction on any plat, deed, closing documents, or any other document of any kind and that it has no legal bearing of substance. That a few months later the Oak Forest HOA, Inc. was legally dissolved by documents in Exhibit K.
73. That to this day, Steeltown Development has not been placed as part of Oak Forest subdivision, nor has there been any legal action taken to do so.
74. The Deeds of lots 1-27 and lot 107 show no affiliation to Oak Forest subdivision. That all the deeds show affiliation with Quit-Claim Deed of Deed Book 3393, page 1280 (Exhibit T).

ANSWER TO PARAGRAPH 8

75. Each and every allegation contained in paragraphs 1-74 is incorporated herein when not inconsistent herewith.
76. The answering defendant admits to part of the allegations in paragraph 8 as the plaintiff did, on April 20, 2016, file a fraudulent assessment of \$3,000 and fraudulent dues of \$890.02 (Exhibit GG). Defendant denies owing this amount.

77. The answering defendant denies owing past due assessments of \$3,000 dollars.
78. The answering defendant denies owing \$890.02 dollars.
79. Defendant alleges fraud as the basis for this lien.
80. Defendant states that Lien (Exhibit GG) was placed on April 20, 2016, four weeks prior to a court hearing of a different case (*Oak Forest HOA, Inc. v. Earley, et. al.*) that was scheduled on May 23, 2016.
81. That neither the plaintiff nor his attorney showed up at hearing and case was dismissed.
82. That plaintiff placed lien for attorney's fees that were not awarded by the court.
83. Plaintiff did not notify defendant of lien being placed on his property.
84. Defendant denies owing plaintiff amount that is on lien.
85. Plaintiff made defendant an offer on May 12, 2015 wanting attorney's fees of \$4,167.53 and dues of \$413.72 (Exhibit II) that defendant did not accept.
86. The plaintiff stated in Letter of November 9, 2015, paragraph 3 of Exhibit JJ by Daniel Watson, "I vow that responsible parties will be held accountable for their actions and we will not stop till we have collected every penny spent on legal fees. The longer these people hold out and refuse to settle, the more we will have to spend in legal fees, the more they will have to pay. The board has no desire to take someone's home from them but I promise you we will do whatever we have to".
87. Defendant did make an offer on June 24, 2015 (Exhibit KK) through Attorney Linda Gangi that states: 1. The HOA recognize that my client's property is not part of the Oak Forest HOA; 2. That client no longer be billed by the HOA and any alleged outstanding balance be erased or deleted; 3. That the HOA take no further action against Mr. Dennison.
88. Plaintiff did send a letter dated August 19, 2015 (Exhibit LL) stating in paragraph 5, that homeowner's cost for lawsuit is \$3,000 and climbing.

89. The answering defendant admits part of the allegations in paragraph 8 which states that the plaintiff's lawyer, Attorney Saraniti, filed a Corrective Lien in the amount \$2,743.92 in Lien Book 244 at page 2906. The defendant denies owing the amount on the Corrective Lien, which is marked Exhibit U.
90. The answering defendant incorporates paragraph 44, 45, 46, 47, 48, 49, 50, of this answer in that the description on fourth page of Corrective Lien (page 2909) does not match the description on defendant's Deed (Exhibit P).
91. The answering defendant requested from Attorney Saraniti by email as to what these liens were for. Attorney Saraniti sent via email a billing statement. Exhibit MM
92. The answering defendant denies owing the charges stated on billing statement.
93. That in particular, the charge dated March 18, 2014 Fine for Fence, that this amount was to be removed (Exhibit NN). Email from Daniel Watson to Madeline Logan in paragraph 5, dated June 5, 2014.
94. That in particular the charge dated April 10, 2015, Settlement Amount on Legal Case with HOA in the amount of \$1,184.08. There was never any award or settlement. The defendant disputes this charges and interest. The answering defendant offers email dated August 4, 2016 as proof that no settlement was created between plaintiff and defendant. Exhibit OO.
95. That on last page amount that is handwritten as current attorney's fees of \$1,499.59. There has been no court award for attorney's fees.
96. The answering defendant denies owing the amounts on either lien. The answering defendant denies the remaining allegations in paragraph 8 and demands strict proof thereof.

ANSWER TO PARAGRAPH 9

97. Each and every allegation contained in paragraph 1-96 is incorporated herein when not inconsistent herewith.

98. The answering defendant denies the allegations in paragraph 9 and demands strict proof thereof.
99. That the answering defendant is not part and has never been part of Oak Forest Homeowners' Association, Inc.

ANSWER TO PARAGRAPH 10

100. Each and every allegation contained in paragraphs 1-99 is incorporated herein when not inconsistent herewith.
101. The answering defendant is without knowledge sufficient to admit or deny the allegations of paragraph 10 and demands strict proof thereof.

ANSWER TO PARAGRAPH 11

102. Each and every allegation contained in paragraphs 1-101 is incorporated herein when not inconsistent herewith.
103. The answering defendant denies the allegations in paragraph 11, in so much that Branch Banking and Trust, LLC has no claim to defendant's property.
104. That U.S. Bank as described in Exhibit R is defendant's mortgage holder.

ANSWER TO PARAGRAPH 12

105. Each and every allegation contained in paragraphs 1-104 is incorporated herein when not inconsistent herewith.
106. The answering defendant admits to the allegations in paragraph 12.

ANSWER TO PARAGRAPH 13

107. Each and every allegation contained in paragraphs 1-106 is incorporated herein when not inconsistent herewith.
108. The answering defendant denies the allegations in paragraph 13 and demands strict proof thereof.
109. The answering defendant states that paragraphs 1 through 108 and Exhibits A through OO contain clear proof; certified copies from S.C. Secretary of State and Horry County records, minutes of meetings; that the answering defendant, Paul Dennison's property is not part of Oak Forest Homeowners' Association, Inc.

- 110. That at the time the defendant's property was built and purchased, the HOA was legally dissolved and was operating on a voluntary basis.
- 111. That a voluntary HOA cannot force any homeowner to join or to pay dues.
- 112. That Oak Forest Homeowners' Association does not have any kind of contractual agreements with defendant Paul Dennison and does not nor cannot provide any services of any kind to defendant's property. HOA does not have insurance, does not repair roads, and does not maintain retention pond but files frivolous lawsuits against innocent homeowners.

ANSWER TO PARAGRAPH 14

- 113. Each and every allegation contained in paragraphs 1 through 112 is incorporated herein when not inconsistent herewith.
- 114. The answering defendant denies the allegations contained in paragraph 14 and demands strict proof thereof.
- 115. The plaintiff has no right to foreclose on defendant's property. Defendant incorporates paragraphs 1 through 114 and Exhibits A through OO as clear and legal proof that Oak Forest Homeowners' Association, Inc. has no claim on defendant's property.

ANSWER TO PARAGRAPH 15

- 116. Each and every allegation contained in paragraphs 1 through 115 is incorporated herein when not inconsistent herewith.
- 117. The answering defendant denies the allegations contained in paragraph 15 and demands strict proof thereof

ANSWER TO PARAGRAPH 16

- 118. Each and every allegation contained in paragraphs 1-117 is incorporated herein when not inconsistent herewith.
- 119. The answering defendant admits to the allegations in paragraph 16.
- 120. Plaintiff and Cedar Management set out in July, 2014 to organize itself as legal entities, Oak Forest Homeowners' Association, Inc. in order to take action against homeowners of Steeltown Development who refuse to join the HOA and refused to pay dues because said homeowners discovered that the HOA was dissolved in September 2010.

121. That Cedar Management did on July 7, 2014 obtain Certificate of Authorization to do Business from the South Carolina Secretary of State as shown in Exhibit PP.
122. That plaintiff and Cedar Management did file for a new Articles of Incorporation on July 10, 2014 as shown in Exhibit L.
123. That Daniel Watson, acting as president for the new entity, did dissolve same entity on February 18, 2015 and recorded at S.C. Secretary of State.
124. Plaintiff claims to have records prior to dissolution that took place in September 2010, as shown in Plaintiff answer to first request of production of documents (Exhibit QQ)
125. That on paragraphs 2,3,4,5 and 6, of Exhibit QQ plaintiff claims to have no records prior to 2010.
126. Plaintiff cannot provide proof of existence prior to 2015.
127. Plaintiff cannot provide any records to show proof as to admit or deny records of Secretary of State and Horry County Records.
128. Defendant, along with the rest of the homeowners, relies on the certified copies of record from the S.C. Secretary of State and records from Horry County.
129. Plaintiff has shown that every few years they claim to have lost records which leaves homeowners to rely on records of county and state.
130. Plaintiff has caused great damage to defendant and continues to do so.
131. Plaintiff filed a lawsuit in August, 2014 based on fraud, claiming injury that caused defendant's Homeowner's insurance to be canceled (Exhibits RR, SS, TT, and UU).
132. That Daniel Watson as president of HOA in Exhibit JJ vows to take anyone's house that won't settle.
133. The plaintiff's action is filed on the basis of fraud and illegality.
134. Fraud is alleged the true Oak Forest Homeowners' Association was dissolved by property manager Steve Peck on September 2010.

135. Illegality is alleged because the plaintiff continues to force homeowners to pay dues for dissolved HOA by means of condo liens and threats made by numerous lawyers.
136. Breach by plaintiff including numerous acts contrary to South Carolina law.
137. Blackmail by plaintiff threatening homeowners' property if homeowners did not remit payment to dissolved HOA and plaintiff misrepresenting themselves as a legal entity.
138. Plaintiff threatened homeowners with fines and violations, demanding money with menace that was not due because the HOA was dissolved.
139. The answering defendant states that on May 5, 2014, Paul Dennison, William Dennison, and Jeffrey Thomas took the matter to the Horry County solicitor's office and had a meeting with Thomas Terrell who is the assistant Solicitor of the 15th Circuit Solicitors Office. He looked over and checked our evidence and agreed that there was no valid HOA. He advised us where to start. First, don't pay these people any more money. Second, call non-emergency Horry County police if these people bother us in any way, and report it. Third, hire a civil attorney and try to get our money back or get judgment against them. And fourth, to tell the neighbors to do the same.
140. Each and every allegation contained in paragraph 1-139 above is incorporated herein when not inconsistent herewith.
141. The answering defendant would assert truth as a complete defense.
142. The answering defendant uses all exhibits A through UU as complete defense to all allegations made by the plaintiff.

Wherefore, having fully answered the complaint, the defendant Paul Dennison, prays unto the court as follows:

- A. That the plaintiff's action be dismissed, with prejudice.

- B. All of plaintiff's claim for relief be denied.
- C. That Lien filed by Daniel Watson be completely removed from Horry County record by plaintiff and attorney immediately at plaintiff's expense.
- D. That Corrective Lien be completely removed from Horry County record by plaintiff and attorney at plaintiff's expense.
- E. That plaintiff be held responsible for correcting any damage that liens have caused, at plaintiff's expense.
- F. That plaintiff acknowledges that Paul Dennison's property at 2436 Morlynn Dr., Myrtle Beach, SC 29577 is not part of Oak Forest HOA, Inc.
- G. That plaintiff bears full cost of this action including attorney's fees.
- H. In such other and further relief as may be deemed just and proper.

ANSWER BY DEFENDANT

THIS 9TH DAY OF SEPTEMBER 2016

BY: PAUL M. DENNISON
2436 MORLYNN DR.,
MYRTLE BEACH, SC 29577
(843) 364-2152

SIGNATURE:


9-9-2016

SEPTEMBER 9, 2016

Myrtle Beach, South Carolina

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	FIFTEENTH JUDICIAL CIRCUIT
COUNTY OF HORRY	)	Civil Action Numbers: 2016-CP-26-05411
	)	
Oak Forest Homeowners Association, Inc.,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	MOTION TO RECONSIDER,
Paul M. Dennison; Mortgage Electronic	)	ALTER OR AMEND JUDGMENT
Registration Systems, Inc., solely as nominee for	)	OR FOR A NEW TRIAL ABSOLUTE
Branch Banking and Trust Company, LLC and	)	
South Carolina State Housing Finance and	)	
Development Authority;	)	
	)	
Defendants.	)	

TO: THE HONORABLE CYNTHIA HOWE
 ANDREW SIMS RADEKER, COUNSEL FOR DEFENDANT, PAUL DENNISON
 TRACEY EASTON, ATTORNEY FOR DEFENDANT SOUTH CAROLINA STATE
 HOUSING FINANCE AND DEVELOPMENT AUTHORITY

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Oak Forest Homeowners Association, Inc. will move before the Court on the tenth (10th) day hereafter or as soon as Counsel may be heard on its Motion to Reconsider, Alter, or Amend the Final Judgment of this Court issued by the Honorable Cynthia Howe and filed with this Court on April 22, 2022. Plaintiff's Motion is based on the following:

1. The Court erred in finding that the Defendant's property was not part of the Oak Forest Homeowners Association.
2. The Court erred in finding that the Defendant's property is not subject to the Covenants, Conditions, and Restrictions of the Oak Forest Homeowners Association, Inc.
3. The Plaintiff is entitled to a new trial due to the Court's bias and her failure to recuse herself.
4. The Judge took additional testimony over the course of several years between the trial in the matter on March 17, 2017, and the issuance of the Final Order some five (5) years later on April 22, 2022. During this time, the Court improperly indicated bias in the matter which violated the Canons of Judicial Conduct and were grounds for her recusal.

5. The preponderance of the evidence heard at trial does not support the Court's ruling that Mr. Dennison's property was not subject to the Covenants, Conditions, and Restrictions of Oak Forest HOA.
6. The Plaintiff carried its burden of proof showing that Mr. Dennison's property was subject to the Covenants Conditions & Restrictions of Oak Forest HOA.
7. The Plaintiff carried its burden of proof showing that Mr. Dennison breached his obligation to pay assessments pursuant to the Covenants, Conditions & Restrictions of Oak Forest HOA.
8. The Plaintiff carried its burden of proof of showing that Mr. Dennison breached the Covenants Conditions and Restrictions by failing to pay assessments
9. The Court erred in finding that the Plaintiff is not the same HOA as referenced in the Covenants, Conditions, and Restrictions of Oak Forest HOA.

WHATLEY & HARRISON, LLC

By: /s/ Angela D. Harrison
Angela D. Harrison (SC Bar #: 78403)
Attorneys for the Plaintiff
9403 Highway 707, Suite A
Myrtle Beach, SC 29588
(843) 215-2500

May 3, 2022
Myrtle Beach, South Carolina

IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM HORRY COUNTY
Master-in-Equity

Judge Cynthia Graham Howe, Master-in-Equity

Case No. 2016-CP-26-05411

Oak Forest Homeowners Association, Inc.,

Appellant,

v.

Paul M. Dennison,

Respondent.

NOTICE OF INTENT TO APPEAL

Oak Forest Homeowners Association, Inc. appeals the Judgment of the Honorable Cynthia Graham Howe dated April 22, 2022. This judgment was electronically filed on the same day. Appellant received written notice of entry of this order on April 25, 2022. Appellant also appeals the denial of its Motion to Alter or Amend Judgement. The Order denying same was received by Appellant on May 13, 2022.

May 23, 2022

/s/ **Angela D. Harrison**
Angela D. Harrison (Bar No. 78403)
Whatley & Harrison, LLC
9403 Highway 707, Suite A
Myrtle Beach, SC 29588
(843) 215-2500
Attorney for Appellant

1 (THE HEARING WENT ON THE RECORD AT
2 1:25 P.M.)

3 JUDGE: All right. This is the case of Oak
4 Forest Homeowners Association, Inc. versus Paul
5 M. Dennison, et al. It's 2016-CP-26-5411. There is
6 an Order of Reference. It is signed by our former
7 Clerk of Court, Melanie Huggins Ward, dated
8 October 17, 2016. Therefore, this Court does have
9 jurisdiction of this matter. Today is the final
10 hearing in this matter, and there is a Notice of
11 Hearing that was sent out on February the 10th,
12 2017, and I do note that Mr. Dennison is here today,
13 and so is Angela Harrison, representing the
14 Plaintiff, so we are ready to go. Ms. Harrison, I
15 will hear from you, then. I do have an Answer from
16 -- it appears as if there's an answer from Mr.
17 Dennison, a pro se answer with numerous
18 attachments. There is an answer of the South
19 Carolina State Housing Finance and Development
20 Authority. And I believe that is it.

21 MS. HARRISON: That's correct, Your Honor.

22 JUDGE: Okay. All right. I will hear from
23 you, then.

24 MS. HARRISON: Thank you, Judge. Your
25 Honor, do you want me to start with testimony, or

1 would you like me to kind of give you an overview?

2 JUDGE: A little short overview would be
3 good, and then I'll let Mr. Dennison give his short
4 overview if he disagrees with anything you say, or
5 if he wants to add anything to what you have said.

6 MS. HARRISON: Okay. Thank you, Judge.
7 May it please the Court, Your Honor, my client is
8 Oak Forest Homeowners Association, and they
9 manage -- they are a homeowners association that is
10 empowered to manage the Oak Forest subdivision,
11 which was created pursuant to declaration of
12 covenants, conditions, and restrictions that was
13 filed with the Register of Deeds, Your Honor. Mr.
14 Dennison's property is located in the Oak Forest
15 subdivision. It was transferred -- it came to be part
16 of the Oak Forest subdivision by a successor
17 declarant transferring it into the subdivision's
18 authority. The association was created in 1994, and
19 I know Mr. Dennison has some issues with articles
20 of dissolution that were filed in 2010 related to that
21 corporation. But through testimony, Your Honor,
22 you'll see that it is a corporation in good standing
23 and has never been dissolved.

24 JUDGE: You're talking about the HOA?

25 MS. HARRISON: The HOA, Your Honor.

1 And so through some -- I won't fib and say that the
2 issues are very plain and simple, but we do -- once
3 you track the evidence and the exhibits that we have
4 to show to the Court, it is clear that Mr. Dennison's
5 property is subject to the governing docs of the
6 association. Those docs allow the association to
7 levy assessments, and that if those assessments are
8 not paid, that they would act as a lien against that
9 owner's property. And so ...

10 JUDGE: Well, let me ask you this before you
11 go into ...

12 MS. HARRISON: Yes?

13 JUDGE: Has, in fact, the association -- was
14 the association dissolved at some point?

15 MS. HARRISON: So what happened was that
16 there was a gentleman in Charleston named Steve
17 Peck. He was never -- he's with Community
18 Management Group, and he was never an agent of
19 the association. He managed ...

20 JUDGE: Was that company managing the
21 association?

22 MS. HARRISON: No. He managed an
23 association in Charleston called Oak Forest Village
24 Homeowners Association. He incorrectly filed
25 articles of dissolution in 2010 for my client's

1 corporation, thinking that it was the property -- that
2 it was the association that he managed in
3 Charleston. There has been a lawsuit in regards to
4 this matter. It has been settled with Steve Peck.
5 There were other homeowners involved, because
6 there was a blog that was started saying that this
7 association didn't exist, and they were wrongfully
8 assessing homeowners. And so the Secretary of
9 State has reinstated the corporation, and we have a
10 certificate of existence stating that it is in good
11 standing and has been since 1994. And so the
12 corporation is in good standing. The corporation
13 was wrongfully dissolved. That's been dealt with
14 through a lawsuit and has been remedied. We aren't
15 -- we are not debating that. It happened. But the
16 reinstatement applies back, and it is as if that never
17 happened in the Secretary of State's eyes. So I
18 think Mr. Dennison's position is that while he was -
19 - when he purchased, that this corporation did not
20 exist, but he purchased subject to the declaration of
21 covenants and restrictions. And when he
22 purchased, there was a HUD rider done with the
23 closing. And the owners -- there's a clear chain of
24 title for his property being deeded into the
25 association.

1 JUDGE: Okay. Very good. All right, Mr.
2 Dennison, let me hear from you, sir. Just quickly,
3 just so I'll have the overview before we get into
4 testimony, and then I'll hear your sworn testimony
5 in just a moment.

6 MR. DENNISON: Okay. I'll start with
7 addressing some of what she said.

8 JUDGE: Just -- this was just a quick overview
9 before I hear your sworn testimony. And you can --
10 if you want to, you can just say, "I disagree with
11 that," and then we'll get into your testimony later.

12 MR. DENNISON: Yeah, I disagree with a lot.
13 Do you want me to list them, what I disagree with?

14 JUDGE: Real quickly, if you want to.

15 MR. DENNISON: Okay. The fact that Oak
16 Forest Village was dissolved or attempted to be
17 dissolved in place of Oak Forest, that's -- I've got
18 evidence to show that's not correct.

19 JUDGE: Yes, sir.

20 MR. DENNISON: The property was, in 2008,
21 according to the Secretary of State's documents,
22 which I have three complete sets of documents for
23 three different times, was -- the change of agent was
24 done from Articles of dissolution McDowell to
25 Steve Peck, Community Management in 2008, and

1 then in September of 2010, it was dissolved and
2 notarized, legally done, not a mistake on the page.
3 And there was no correction attempted until 2015,
4 which I do have the full correction right here. That
5 correction plainly states that as far as that
6 correction, there is an instruction sheet that has a
7 section thirty-three thirty-one one twenty-four,
8 states that the Articles of correction are effective on
9 the effective date of the document has been
10 corrected, except to as persons relying on the
11 uncorrected document and adversely affected by the
12 correction. As to those persons, articles of
13 correction are effective when filed, which would
14 have been July of 2015. Just a brief overview, Oak
15 Forest is a subdivision that is made up of
16 approximately a hundred and fifty-seven homes.
17 The average value of the home is a hundred and
18 forty thousand dollars. The Oak Forest HOA was
19 created by Tiffaney McDowell and filed with the
20 South Carolina Secretary of State on July 13th,
21 1994. A change of agent was filed on August 1st,
22 2008. This placed Community Management Group
23 as agent of Oak Forest HOA. This shows current
24 agent as Tiffaney McDowell, and Steve Peck as
25 president of Community Management. L.W. Paul

1 filed a quitclaim deed with Horry County records on
2 March 27th, 2009. This removed the five point
3 eight acres from Oak Forest Homeowners
4 Association, which is Exhibit T. This is the five
5 point eight acres that my home is part of. Dale
6 Dobis purchased this five point eight acres and lot
7 107 from L.W. Paul Construction by deed filed May
8 1st, 2009, Exhibit B. And this is what the deeds of
9 Steeltown are drawn from. Dale Dobis filed a
10 supplementary declaration of the covenants and
11 conditions and restrictions on April 6, 2010. That's
12 an affidavit filed with the courthouse. Articles of
13 dissolution for Oak Forest were filed to the
14 Secretary of State on September 14th, 2010. No
15 errors, everything perfectly correct. I bought my
16 house. My house was built in April of 2013. I
17 bought it in September of 2013. Then Articles of
18 incorporation were filed by Daniel Watson on Cedar
19 Management on July 10th, 2014, to create a new
20 HOA, a new entity. And at that point, then he
21 started suing me and any other homeowners that
22 were involved in finding out about the dissolution
23 and writing a letter, and creating a blog, and
24 sending it to the other homeowners. Because
25 myself, Jeffrey Thomas, and my son went to

1 solicitor Thomas Terrell in May of 2014 and
2 showed him what we had, which we had the article
3 of dissolution and some liens where they had been
4 filing liens against people. Because we were under
5 the impression that -- from a meeting with John
6 Thomas, attorney John Thomas, he's the one that
7 informed us that it had been dissolved. And when I
8 asked him, I said, "What does that mean?" He said,
9 "They're a voluntary HOA.

10 MS. HARRISON: Objection, Your Honor. I
11 would just object to any of the hearsay testimony.

12 JUDGE: Well, this isn't testimony at this
13 point.

14 MS. HARRISON: I understand, Your Honor.

15 MR. DENNISON: He said, "That makes them
16 a voluntary HOA." I said, "What about these
17 liens?" He said, "Well, they can't do that in a
18 voluntary HOA." We took the matter to Thomas
19 Terrell at the solicitor's office. He checked. We
20 were there a good forty-five minutes with the
21 computer, made sure it was the right HOA. He
22 said, "You are dissolved." At that time, there hadn't
23 been any correction or anything filed. And he gave
24 us four points. He said, "First thing, don't pay them
25 any more money." He said, "And if they bother you

1 in any way, call the non-emergency sheriff's
2 number and find an attorney to try to get your
3 money back, and tell your neighbors to do the
4 same." So then I created the letter and sent it out,
5 and a blog, and that was addressed in a court
6 hearing on November 19th, 2014 by Judge John,
7 where they were trying to get a restraining order to
8 make me remove the blog.

9 JUDGE: Is that in the other lawsuit that you
10 reference in your answer?

11 MR. DENNISON: Correct. And he denied
12 their motion. When Linda Gangi presented him
13 with the articles of dissolution, he denied their
14 motion, and we were to go to court in ...

15 JUDGE: And that lawsuit was -- that lawsuit
16 was dismissed?

17 MR. DENNISON: Was dismissed, yes. And I
18 have the stipulation of dismissal here, also, that I
19 can present. There was no settlement of any kind.
20 There was no agreement to pay anybody any
21 money.

22 JUDGE: It was just dismissed.

23 MR. DENNISON: Just dismissed.

24 JUDGE: I don't have any kind of settlement
25 agreement, but sometimes those are separate. But

1 regardless, I know the lawsuit was dismissed.

2 MR. DENNISON: Yeah, me ...

3 JUDGE: That's okay. Well, I have the
4 overview.

5 MR. DENNISON: ... Melissa (INAUDIBLE)
6 ...

7 JUDGE: Well, I have the overview. I have
8 the overview now. Let -- why don't we go ahead
9 and put up the testimony, the sworn testimony.

10 MR. DENNISON: One other thing I wanted to
11 state was besides the articles of correction not being
12 filed till -- which I have a copy here which I'd like
13 to present to the Court for ...

14 JUDGE: I'd let you present that with your
15 testimony.

16 MR. DENNISON: In between that, on July,
17 2014, Daniel Watson, Cedar Management Corp.
18 created a new entity, Oak Forest Homeowners
19 Association, Incorporated, and then filed a lawsuit
20 against us with that. And then on -- right around
21 July of 2015, they dissolved that corporation, but
22 then they were able to get this correction filled out
23 and get it to the Secretary of State, showing that
24 they had been corrected. That correction, like I
25 said, the stipulation on that is -- as to when that

1 takes effect for -- you know, normally it would be
2 at the time of the original document, but for
3 someone who is adversely affected, like me, that
4 would be from the point of the correction forward,
5 which is July 2015.

6 JUDGE: All right, sir. Okay.

7 MR. DENNISON: Also, too, just one other
8 thing. As far as those deeds go, there's a quitclaim
9 deed there, the one that pulled the five point eight
10 acres out before he sold it to Dale Dobis. That is
11 clearly on Dale's deed, and that deed of Dale's is
12 what my deed is drawn off of. It goes like this: the
13 quitclaim deed ...

14 JUDGE: I'm going to let ...

15 MR. DENNISON: Yes.

16 JUDGE: You're getting into real detail, and
17 I'm going to put every bit of that -- when you get on
18 the witness stand, I'm going to let you put all that
19 into evidence with every one of the deeds you want
20 to, sir. I'll let you put -- I'll let you put all the
21 evidence you want to in, all the exhibits in,
22 anything you want to put into evidence.

23 MR. DENNISON: Thank you.

24 JUDGE: Yes, sir. But the way it goes, Ms.
25 Harrison will put up the Plaintiff's testimony first.

1 You will get to cross-examine. All right, sir. Okay.

2 MS. HARRISON: Thank you, Judge. I would
3 call William Gregg to the stand.

4 JUDGE: All right, Mr. Gregg. If you will
5 come all the way to the front to your right, sir? And
6 if you'll come around and place your left hand on
7 the red Bible and raise your right hand, and be
8 sworn or affirmed by the court reporter, please?

9 COURT REPORTER: Do you solemnly swear
10 or affirm the testimony you're about to give will be
11 the truth, the whole truth, and nothing but the truth?

12 MR. GREGG: I do.

13 JUDGE: Mr. Gregg, there should be some
14 fresh water and some cups there if you need it, sir.

15 MR. GREGG: Thank you.

16 JUDGE: And Mr. Gregg, if there are any yes
17 or no responses -- and I know lots of times we say
18 uh-huh and huh-uh -- if you will say yes or no for
19 the court reporter?

20 MR. GREGG: Yes, ma'am.

21 JUDGE: That would be great. Thank you, sir.

22 DIRECT EXAMINATION OF WILLIAM GREGG

23 BY MS. HARRISON:

24 Q. All right. Thank you, Your Honor. May it please
25 the Court. Mr. Gregg, do you live in the Oak Forest

1 Homeowners Association Subdivision?

2 A. I do.

3 Q. Okay. And what is your address?

4 A. My address is 2407 Morlynn Drive.

5 Q. Okay. And that subdivision is located within Horry
6 County, correct?

7 A. That's correct.

8 Q. How long have you lived in there?

9 A. Since I purchased the house December 30th of
10 2013.

11 Q. Okay. And do you serve on the board of directors
12 of the association?

13 A. I do.

14 Q. Okay. And what is your role?

15 A. I am the president.

16 Q. Okay. And so you have knowledge of this lawsuit
17 and the facts related to this lawsuit?

18 A. That's correct.

19 Q. Okay. Is the -- the HOA is a corporation, a
20 nonprofit corporation that has been established with
21 the Secretary of State, correct?

22 A. Correct.

23 Q. All right. And may I approach, Your Honor?

24 A. Certainly.

25 Q. I am handing you what's been marked for

1 identification as Plaintiff's Exhibit 1. Can you
2 identify that for the Court?

3 A. That is a certificate from the Secretary of State, a
4 certificate of existence for a nonprofit corporation.

5 Q. Okay. And this is the certificate of existence for
6 Oak Forest Homeowners Association, correct?

7 A. That's correct.

8 Q. Your Honor, I'd move to have this introduced as
9 exhibit -- Plaintiff's Exhibit Number 1.

10 JUDGE: Do you by any chance have an extra
11 copy?

12 Q. I do have an extra copy for you, Your Honor. I
13 didn't know if you wanted it before it was entered.

14 JUDGE: I would just like -- and that's -- is
15 this a copy?

16 Q. This is a copy for you, yes.

17 JUDGE: Okay, thank you. Mr. Dennison,
18 have you taken a look at this?

19 MR. DENNISON: Yes, Your Honor.

20 JUDGE: All right. Okay. Any objection, Mr.
21 Dennison?

22 MR. DENNISON: No. No, ma'am. No, Your
23 Honor.

24 JUDGE: All right. Plaintiff's 1, so admitted.

25 (PLAINTIFF'S 1 ADMITTED INTO EVIDENCE)

1 Q. Thank you, Judge. Okay, Mr. Gregg. And that
2 states that the Oak Forest Homeowners Association
3 was incorporated on June 13th of 1995 -- '94,
4 correct?

5 A. Correct.

6 Q. And it also states that it has been in existence since
7 that time. Articles of dissolution have not been
8 filed, correct?

9 A. Correct.

10 Q. And the date of this certificate, down there where
11 the signature of our Secretary of State is, is March
12 15th of 2017?

13 A. Correct.

14 Q. Okay. Will you identify this document for the
15 Court? It might be better if I -- is that a printout
16 from the Secretary of State showing the documents
17 that have been filed in relation to the Oak Forest
18 Homeowners Association?

19 A. Correct.

20 Q. Okay. Your Honor, I'd move to have that
21 introduced as Exhibit Number 2?

22 JUDGE: Any objection to this one, Mr.
23 Dennison?

24 MR. DENNISON: No, Your Honor.

25 JUDGE: I'm sorry. What -- exactly what is

1 this document?

2 Q. This is the Secretary of State's summary of
3 documents that have been filed for that corporation.
4 I have each of the documents that have been filed
5 and can introduce them separately, if Your Honor
6 would rather, or I can introduce them as one exhibit
7 with the cover sheet.

8 JUDGE: Okay. This is something, Mr.
9 Gregg, that you got off the website?

10 A. Yes, ma'am.

11 JUDGE: Okay, very good. It makes no
12 difference. Do you want to introduce this as
13 Plaintiff's 2?

14 Q. I do.

15 JUDGE: Okay, very good. Plaintiff's 2, so
16 admitted.

17 (PLAINTIFF'S 2 ADMITTED INTO EVIDENCE)

18 Q. Okay. So Mr. Gregg, at some point in time, the
19 association became aware that something had
20 happened in regards to the Secretary of State,
21 correct?

22 A. Correct.

23 Q. Okay. And that's -- it appears that in 2008, the
24 registered agent for the corporation was changed,
25 correct?

1 A. Correct.

2 Q. Do you -- that registered agent, Mr. -- in Mr.
3 Dennison's answer states that it was changed from
4 Tiffaney McDowell to Mr. Peck in Charleston. Is
5 that correct?

6 A. Yes, ma'am.

7 Q. Okay. Did you or anybody on the board authorize
8 that registered agent change?

9 A. I did not, and I don't have the knowledge of who
10 may have, if they have -- if they did.

11 Q. Do you -- okay. Has the HOA ever employed
12 Community Management Group as a property
13 management company?

14 A. Yes, I believe so.

15 Q. Okay. When was that?

16 A. It was prior to Daniel Watson becoming president,
17 which he became president eleven years ago.

18 Q. Okay. So that would have been prior to 2006?

19 A. Yes.

20 Q. Okay. And so at the time that -- in 2008, when this
21 registered agent change was made, Community
22 Management Association did not manage the
23 property, correct?

24 A. Correct.

25 Q. Okay. And so it -- do you know who your property

1 management company was at that time?

2 A. Cedar Management, once Daniel Watson took over
3 as president.

4 Q. Okay. And so there would have been no reason for
5 the association to have authorized another company
6 to file something on their behalf, correct?

7 A. Correct.

8 Q. Okay. And then this also shows that in September
9 14th of 2010 that a dissolution was filed, correct?

10 A. Correct.

11 Q. And that dissolution -- let's see. I just beg the
12 Court's indulgence.

13 JUDGE: While you're looking for that, may I
14 ask, who -- Mr. Gregg, who did Mr. Daniel Watson
15 work for?

16 A. Um ...

17 JUDGE: I'm sorry.

18 Q. I think what the -- the information you're missing is
19 that he was the prior board president.

20 JUDGE: Okay.

21 A. Yes. I'm sorry. I was trying to remember the
22 company he works for, which is unrelated ...

23 JUDGE: That was not a trick question. I did
24 not mean for that to be a trick question.

25 Q. Can you identify this document that I've just handed

1 to you?

2 A. This is South Carolina State -- Secretary of State
3 articles of correction for a nonprofit corporation.

4 Q. Okay. And the signature there at the bottom, is that
5 the signature of the former board president, Daniel
6 Watson?

7 A. It is.

8 Q. Okay. Your Honor, I'd move to have this
9 introduced as Plaintiff's Exhibit 3.

10 JUDGE: Okay. Plaintiff's 3 so admitted. I'm
11 sorry. Mr. Dennison, have you had a chance to look
12 at Plaintiff's proposed number 3? Have you had a
13 chance to look at this document that the Plaintiff
14 intends to introduce as Plaintiff's 3?

15 MR. DENNISON: Yes, I have it.

16 JUDGE: Okay. Do you have an objection to
17 that document?

18 MR. DENNISON: No.

19 JUDGE: Okay. Plaintiff's 3, so admitted.

20 (PLAINTIFF'S 3 ADMITTED INTO EVIDENCE)

21 Q. Thank you, Judge. And Mr. Gregg, if we look at
22 this document, this was filed by the HOA with the
23 Secretary of State, correct?

24 A. Correct.

25 Q. And that was filed on July 1st of 2015?

1 A. Correct.

2 Q. Do you have any indication of when it was
3 discovered that there was a problem with the
4 Secretary of State filing by -- when the HOA
5 discovered that?

6 A. I believe it was after the letter was circulated.

7 Q. Okay. And the letter you're referencing would be a
8 letter that was sent from certain homeowners within
9 the association, indicating that there was no
10 association and that nobody needed to pay their
11 assessments?

12 A. Correct.

13 Q. Okay. And was Mr. Dennison a part of that group
14 of homeowners that was advocating that?

15 A. Yes.

16 Q. Okay. And so at some point, the HOA filed these
17 articles of correction, correct?

18 A. Yes, ma'am.

19 Q. And these were -- and you requested that the
20 articles of incorporation be reinstated back to the
21 original date?

22 A. Correct.

23 Q. Okay. The association is governed by a declaration
24 of covenants, conditions and restrictions, correct?

25 A. Yes, ma'am.

1 Q. And is this a copy of those covenants, conditions,
2 and restrictions?

3 A. It is.

4 Q. Your Honor, I'd move to have this introduced as
5 Plaintiff's Exhibit 4.

6 JUDGE: Anything -- Mr. Dennison, do you
7 have an objection to the declaration and
8 establishment of conditions, reservations, covenants
9 and restrictions for Oak Forest?

10 MR. DENNISON: Yes, Your Honor. I would
11 like to object to the fact -- can I stand?

12 JUDGE: Yes, sir.

13 MR. DENNISON: Object to the fact that that
14 is not a complete CCR. The CCR is forty-four
15 pages. I think that is probably about twenty-one
16 pages of it. There's some additional pages, which I
17 have a complete copy, if the Court would like to see
18 it.

19 Q. Yours is front and back, though, so it may just be
20 that it's front and back.

21 MR. DENNISON: No, there is a page that's
22 left off there, a very important page when it gets to
23 the back part, page twenty-two.

24 JUDGE: Okay. Page twenty-two of ...

25 MR. DENNISON: And then there's about

1 twenty pages of signature pages, where people sign
2 the statements joining the HOA after it was created.
3 Because you weren't made join. You could opt out
4 and not join in the original CCRs, which it states
5 that in the CCR.

6 JUDGE: Well, let me see what you have, sir.

7 MR. DENNISON: Okay. Let's see. Complete
8 articles. It shows two sets of them here. I have ...

9 JUDGE: If he has a complete set, Ms.
10 Harrison ...

11 MS. HARRISON: No objection to ...

12 JUDGE: ... to not ...

13 MS. HARRISON: No objection, Your Honor.

14 MR. DENNISON: The complete set of CCRs
15 would be in my index back ...

16 JUDGE: And if you only have one copy, Mr.
17 Dennison, when we take a break, we will make a
18 copy and give you yours back.

19 MR. DENNISON: In my evidence that I
20 submitted with my answer, I believe there is a
21 complete copy in there.

22 JUDGE: Okay. Very good.

23 MR. DENNISON: Let me go through the
24 index here and find it.

25 JUDGE: Well, your answer is already a part

1 of the pleadings. Let me see if I can find it.

2 MR. DENNISON: I would be Exhibit D, Your
3 Honor.

4 JUDGE: Okay. Exhibit D as in dog?

5 MR. DENNISON: Correct.

6 JUDGE: Okay. And what we will do is -- and
7 you submit that's a complete copy?

8 MR. DENNISON: Correct.

9 JUDGE: Do you have an objection, Ms.
10 Harrison, to that one?

11 MS. HARRISON: I do not, Your Honor.

12 JUDGE: Okay. What we'll do, then, is we
13 will submit that one as Plaintiff's -- that will be 4?

14 MS. HARRISON: That's correct, Your Honor.

15 JUDGE: And then I will -- when we take a
16 break, I'll make a copy and submit that back as
17 Exhibit D as in dog to your answer. Is that okay
18 with you, Mr. Dennison?

19 MR. DENNISON: Yes, Your Honor.

20 JUDGE: Okay. Very good.

21 (PLAINTIFF'S 4 ADMITTED INTO EVIDENCE)

22 JUDGE: Ms. Harrison, do you need to look at
23 this?

24 MS. HARRISON: I just wanted to make sure
25 my client was working off of the ...

1 JUDGE: Same page?

2 MS. HARRISON: The right exhibit, Your
3 Honor.

4 DIRECT EXAMINATION OF WILLIAM GREGG
5 BY MS. HARRISON CONTINUED:

6 Q. Okay, Mr. Gregg. Now, the declaration states that
7 the covenants that are contained within it run with
8 the land. Is that correct?

9 A. That's correct.

10 Q. And that would mean that these declarations bind
11 successor homeowners, correct?

12 A. Correct.

13 Q. Okay. The declaration also provides for there to be
14 a declarant, which at the time was Oak Forest, Inc.,
15 correct?

16 A. Yes, ma'am.

17 Q. And do you know who the -- who was the owner or
18 the developer of that company?

19 A. The first two were L.W. Paul and then another
20 name, and that escapes me right at the moment.

21 Q. Okay. But Larry Paul was one of the developers,
22 correct?

23 A. Yes.

24 Q. Okay. The paragraph -- I'm sorry, Your Honor. I
25 have misplaced mine with the notes on it. Okay.

1 So there are also bylaws that were recorded. Is that
2 correct?

3 A. Correct.

4 Q. Okay. And section -- it is article seven -- I'm sorry,
5 article four on page four of the bylaws. That part of
6 the governing docs allows for the imposition of
7 assessments. Is that correct?

8 A. Yes, ma'am.

9 Q. Okay. And it allows the declarant or the declarant's
10 successor to assess annual or monthly assessments
11 and special assessments against homeowners within
12 the association, correct?

13 A. Correct.

14 Q. All right. And page twenty-six, in addition to page
15 nine of the bylaws, page twenty-six of the
16 covenants also allows for the collection of
17 attorneys' fees in the event that the association has
18 to collect against those assessments, correct?

19 A. Yes, ma'am.

20 JUDGE: I'm sorry. What article is that?

21 Q. That is the same article, Your Honor, article four,
22 section nine. You'll find that paragraph on page
23 nine of the bylaws. It's entitled, "effective non-
24 payment of assessments, remedies of the
25 association." It's -- the recorded page is one eighty-

1 six.

2 JUDGE: Okay, very good. And that says not
3 just attorneys' fees, but reasonable attorneys' fees.

4 Q. That's correct, Your Honor. And so that allows for
5 interest, costs, and reasonable attorneys' fees,
6 correct, Mr. Gregg?

7 A. Yes.

8 Q. Okay. Now ...

9 MR. DENNISON: Your Honor?

10 JUDGE: Yes, sir? Do you have ...

11 MR. DENNISON: Yes, just from a -- that
12 article, four, section one, four five, that mainly lays
13 out the problem like if the HOA has to go in and do
14 repair on a specific piece of property. That is a
15 vague interpretation of what she's trying to use.

16 JUDGE: The assessments section?

17 MR. DENNISON: That actually -- when it
18 comes to the assessments, that starts -- that's better
19 laid out in the bylaws that start on page twelve.
20 Because the actual bylaws for the HOA that the
21 board has to govern itself by, those start on page
22 twelve, and then they finish on page twenty-two.

23 JUDGE: Yes, sir. Yes, sir.

24 MR. DENNISON: And that more gives a clear
25 definition of the dues that have to be paid, and if

1 they're not, how the board has a right to pursue a
2 lien, foreclosure, and attorneys' fees. This one she's
3 talking about on four and five, that has something to
4 do -- it's real vague when it comes to that. That's
5 what I said it's laid out twice in ...

6 JUDGE: Yes, sir. It usually is. It's usually set
7 out in the declarations and the bylaws.

8 MR. DENNISON: Okay. More like
9 emergency repairs and things like that.

10 JUDGE: Yes, sir. Thank you.

11 Q. Mr. Gregg, if you'll just turn to page nine for me,
12 what kind of assessments is the HOA entitled to
13 assess against homeowners?

14 A. Would be the dues and any fines for violation of the
15 rules.

16 Q. Okay. And is there an annual assessment that Oak
17 Forest Homeowners Association levies?

18 A. No, ma'am.

19 Q. I'm sorry. Is it assessed on a quarterly basis?

20 A. A quarterly basis, yes.

21 Q. And what is that assessment?

22 A. Sixty dollars per quarter.

23 Q. Okay. And if a homeowner does not pay that, then
24 the governing documents of the association allow
25 you to file a lien. Is that correct?

1 A. That's correct.

2 Q. And then, if they still don't pay, then the governing
3 documents allow you to foreclose upon that lien?

4 A. Correct.

5 Q. And you're also entitled to charge interest and
6 reasonable attorneys' fees?

7 A. Correct.

8 Q. Okay. Switching gears a little bit, as a result of the
9 lawsuit -- well, I don't even know if I got into that.
10 So as a result of the situation where Steven Peck
11 filed the dissolution, as a result of that, there was
12 the blog that homeowners -- and Mr. Dennison was
13 one of them -- was involved with saying, "Don't pay
14 your dues," correct?

15 A. Correct.

16 Q. Okay. As a result of those actions, there was a
17 lawsuit that was filed against Mr. Dennison in
18 addition to other homeowners, as well as against
19 Mr. Peck and Community Management Association.
20 Is that correct?

21 A. Correct.

22 Q. Okay. And that lawsuit was 2014-CP-26-5247,
23 correct?

24 A. I believe so.

25 Q. Do you recognize that document to be the

1 stipulation of dismissal that was filed with the
2 Court of Common Pleas?

3 A. Yes, ma'am.

4 Q. Okay. Your Honor, I would move to have that
5 introduced as Plaintiff's Exhibit 5.

6 JUDGE: Any objection, Mr. Dennison?

7 MR. DENNISON: No, Your Honor.

8 JUDGE: Okay, thank you.

9 (PLAINTIFF'S 5 ADMITTED INTO EVIDENCE)

10 Q. Mr. Gregg, just looking at this stipulation of
11 dismissal, the second paragraph on that page, would
12 you please read that for the Court?

13 A. "Said action is dismissed with prejudice and forever
14 ended against Defendants David Early, Jeffrey
15 Thomas, Linda Thomas, and Steven H. Peck and
16 Community Management Group, LLC. The
17 Defendants Kevin R. Lundgren and Ryan M.
18 Lundgren were previously dismissed by a
19 stipulation of dismissal filed with the Court on June
20 19th, 2015."

21 Q. Okay. So within that release, was Mr. Dennison
22 released in any way from that lawsuit?

23 A. No, ma'am.

24 Q. Okay. And if that lawsuit was dismissed, it is your
25 understanding that that would have been without

1 prejudice?

2 A. Correct.

3 Q. Okay. And that it is also your understanding that
4 the HOA can continue that litigation against Mr.
5 Dennison by refileing?

6 A. Yes, and we ...

7 JUDGE: That would call for a legal
8 conclusion.

9 Q. Okay. And so does ...

10 JUDGE: I don't know. Are you an attorney,
11 Mr. Gregg?

12 A. No, ma'am. No.

13 JUDGE: I should have asked that before.

14 Q. But the association did not intend to and did not
15 enter into any release with Mr. Dennison in regards
16 to that case?

17 A. Correct.

18 Q. Okay. Now, Mr. Dennison has claimed that he is
19 not an owner within the homeowners association in
20 his answer, correct?

21 A. Correct.

22 Q. Okay. And as part of our representation, you had us
23 perform a title search on this property?

24 A. Yes, ma'am.

25 Q. And it returned several deeds and other documents

1 that you and I reviewed, and that I'm going to enter
2 into evidence, but that indicate that his property is
3 part of the association, correct?

4 A. Correct.

5 Q. All right. Mr. Gregg, is this a deed that we
6 discovered in our title search from L.W. Paul
7 Construction Company to Steeltown Development,
8 LLC?

9 A. Yes, ma'am.

10 Q. And is this deed for property that is located within
11 the homeowners association?

12 A. Yes, ma'am.

13 Q. All right. Your Honor, I would move to have this
14 introduced as Plaintiff's Exhibit 6.

15 JUDGE: Any objection, Mr. Dennison? Have
16 you seen this document before, Mr. Dennison?

17 MR. DENNISON: Yes, Your Honor. I'd like
18 to point out that it's marked Exhibit B. It is from an
19 answer with my ...

20 JUDGE: Okay, so you have ...

21 MR. DENNISON: ... when I gave my
22 answers. Yes, that's Exhibit B. That's a very
23 important ...

24 JUDGE: Okay. Very good, sir.

25 MR. DENNISON: ... document. On the back

1 page, where it says, "This parcel is subject to all
2 matters of record TSM 180-2102130," that's that
3 very quitclaim deed that pulls the five point eight
4 acres totally away from Oak Forest Homeowners
5 Association forever.

6 JUDGE: Okay. Very good. So you don't
7 have an objection to the Plaintiff's ...

8 MR. DENNISON: No.

9 JUDGE: ... 6 coming in?

10 MR. DENNISON: No.

11 JUDGE: Okay.

12 MR. DENNISON: That's a piece of my
13 evidence.

14 JUDGE: All right. Very good. Plaintiff's 6,
15 so admitted.

16 (PLAINTIFF'S 6 ADMITTED INTO EVIDENCE)

17 Q. Okay. Mr. Gregg, this document is where L.W.
18 Paul, who was the original declarant, the original
19 developer of the association, no longer wanted to
20 develop it and transferred it to Steeltown
21 Development. Is that correct?

22 A. Correct.

23 Q. Okay. And so is Steeltown the successor declarant?

24 A. Yes.

25 Q. Okay. And so they would have the rights and

1 obligations and duties that are included in the
2 governing documents of the association?

3 A. Correct.

4 Q. And the association governing documents state -- I
5 beg the Court's indulgence.

6 JUDGE: Certainly.

7 Q. On page thirteen of the covenants and restrictions,
8 the term "developer" is defined, and that's defined
9 to include any successors of Oak Forest, Inc. Is that
10 correct?

11 JUDGE: What page?

12 Q. That's page thirteen of the covenants, Your Honor.

13 JUDGE: I'm sorry. What are you defining?

14 Q. It's page 385 of the recorded, and it would be
15 paragraph thirty-one. It's the very last paragraph of
16 the governing docs, of the covenants and
17 restrictions.

18 A. I'm not finding it.

19 Q. If you look at the very large page numbers there at
20 the very bottom, the one that says book and page?

21 A. Yes.

22 Q. The one that has book 1201, page 385? It's got
23 signatures on it. I'm sorry, Your Honor.

24 JUDGE: Well, the problem is there's several
25 page thirteens, in the Plaintiff's Exhibit 4.

1 Q. Let me point you to a different spot that will be -- I
2 need you to work off of the same exhibit that the
3 Court is working off of. I apologize. Okay. So
4 looking at -- is that Exhibit 4?

5 A. Yes.

6 Q. Okay. This states that the declarant or the
7 developer is establishing the association, correct?

8 A. Yes, ma'am.

9 Q. All right. And in section six, on the next page,
10 declarant is defined. Can you tell the Court what
11 the definition of declarant is?

12 A. "Declarant shall mean and refer to Larry W. Paul,
13 his successors and assigns, if such successors and
14 assigns should acquire more than one undeveloped
15 lot from the declarant. For the purpose of
16 development, the terms declarant and developer are
17 used interchangeably within this document."

18 Q. Okay. And so Steeltown purchased the property
19 from Larry Paul, who became the declarant?

20 JUDGE: No. No. Steeltown Development
21 did not purchase the property from Larry Paul.

22 Q. I'm sorry, Your Honor. From L.W. Paul
23 Construction Company, Inc. Okay. So did
24 Steeltown come in and begin developing part of
25 Oak Forest subdivision?

1 A. Yes, ma'am. That would be known as Phase 3.

2 Q. Okay. Is this a plat of Phase 3 of Oak Forest
3 subdivision?

4 A. It is.

5 Q. Okay. And this has been recorded with the Register
6 of Deeds in Horry County, correct?

7 A. Correct.

8 Q. Your Honor, I'd move to have this introduced as
9 Plaintiff's Exhibit 7.

10 JUDGE: Any objection, Mr. Dennison? This
11 is ...

12 MR. DENNISON: Your Honor, I would like
13 to point out that on that plat, that there is -- do you
14 know what plat this is, actually, you have here?
15 Which number? We have two plats involved in
16 this. We have a plat 248, page 160.

17 Q. That's the one.

18 MR. DENNISON: That's it right there? The
19 notes of the surveyor on that plat -- I have the full
20 plat. In the notes on that, it's pointed out that --
21 where he, number four, about an HOA -- okay, right
22 here. Number eleven, the last property transfer
23 from TSM 1802102130 is recorded in the Horry
24 County records. That is the quitclaim deed that this
25 is part of. It lists that -- right down here, that -- in

1 his notes again, "subjects to easements and
2 restrictions of record, 1802102130," which is the
3 quitclaim deed. This plat right here, the only
4 reference that -- references to in his notes is the
5 quitclaim deed, which pulled it completely out of
6 Oak Forest Homeowners subdivision forever. That
7 quitclaim deed ...

8 JUDGE: Well, is that the same as this one,
9 sir?

10 MR. DENNISON: Uh-huh.

11 JUDGE: Okay. Very good.

12 MR. DENNISON: This is an enlarged copy
13 from the ...

14 JUDGE: Well, do you want to substitute the
15 large copy?

16 MS. HARRISON: That is fine.

17 JUDGE: The large one?

18 MR. DENNISON: Okay. In my answer to the
19 Court that I filed back in August, there is a copy of
20 that, this enlarged one, and it's in sections. And the
21 notes are on the very front, and that would be in my
22 answer. Let me see. That would be evidence --
23 (INAUDIBLE) won't be that hard to find.

24 JUDGE: Well, do you want to put the large
25 one in during your testimony, sir? I mean, you

1 don't have an objection to the small one coming in,
2 if it's the same exact one, only smaller, do you?

3 MR. DENNISON: No.

4 JUDGE: Okay. Well, then let's let ...

5 MR. DENNISON: I'd just like to point out the
6 notes on that.

7 JUDGE: Okay. Well, then I'll let you do that
8 during your cross-examination, sir.

9 MR. DENNISON: Okay. Thank you.

10 JUDGE: Okay, very good. So this is
11 Plaintiff's 7, so admitted. Am I ...

12 MS. HARRISON: That is correct, Your
13 Honor.

14 JUDGE: Plaintiff's 7, so admitted.

15 (PLAINTIFF'S 7 ADMITTED INTO EVIDENCE)

16 DIRECT EXAMINATION OF WILLIAM GREGG
17 BY MS. HARRISON CONTINUED:

18 Q. That is correct, Your Honor. Is Mr. Dennison's
19 property shown on this plat?

20 A. It is.

21 Q. Okay. And can you tell the Court -- if you'll just
22 show the Court which one it is? If you'll kind of
23 hold it up to the side and just show her?

24 A. It will be the third one on the inside tract.

25 Q. Of Morlynn Drive?

1 A. Of Morlynn Drive.

2 JUDGE: Okay. Third one -- one, two, three.

3 MR. DENNISON: It's Lot 26.

4 JUDGE: If I'm -- I'm going to hold it up. Is it
5 this one here, sir?

6 A. Forgive me. My eyes are bad. May I come around?

7 JUDGE: Mine are bad, too.

8 MR. DENNISON: I can show you this one.
9 It's a lot easier to see.

10 JUDGE: Okay. Would you show that -- Mr.
11 Dennison, would you show that to Ms. Harrison?

12 MR. DENNISON: Sure. Right here.

13 Q. I have no problem with that.

14 MR. DENNISON: Lot 26. I'm the first house.

15 JUDGE: Is it this one?

16 A. Yes, ma'am.

17 JUDGE: Okay. Very good. I've got it.

18 MR. DENNISON: Five point eight acres right
19 here. It's Lot 26 right there.

20 JUDGE: I've got it.

21 Q. Okay. And that document is recorded in deed book
22 248, page 160, correct?

23 A. Yes, ma'am.

24 JUDGE: Do you have a problem with Mr.
25 Gregg putting a mark on that document?

1 MS. HARRISON: I do not.

2 JUDGE: For the Court records?

3 MS. HARRISON: I do not have a problem.

4 Let me get you a pen.

5 JUDGE: Let's make sure Mr. Dennison
6 agrees. Do we all agree where you live, Mr.
7 Dennison?

8 MR. DENNISON: Yes. Yes, Your Honor.

9 MS. HARRISON: This one?

10 MR. DENNISON: Yes. In fact, this
11 document's Exhibit P from my answer, yes. No, no,
12 no, no. I'm right here. Lot 26.

13 MS. HARRISON: Okay.

14 MR. DENNISON: Yeah, the very first lot on
15 that street, on that side.

16 JUDGE: The very first one? I put you on the
17 third. You're on the first?

18 MR. DENNISON: The first one.

19 MS. HARRISON: He states that it is the first
20 one.

21 MR. DENNISON: Yeah, I'm Lot 26. Gregg
22 lives here. I live here. I'm the first house. The
23 house next to me has been there -- it was part of
24 Phase 2, this one here is. I'm Lot 26.

25 A. I stand corrected.

1 JUDGE: Mr. Gregg, you messed me up.

2 A. I'm sorry about that.

3 JUDGE: And I already put my big fat X on
4 my copy. That's okay. We'll correct it.

5 DIRECT EXAMINATION OF WILLIAM GREGG
6 BY MS. HARRISON CONTINUED:

7 Q. Mr. Gregg, I've just handed you Exhibit P from the
8 Defendant's answer, which is his deed for his
9 property, correct?

10 A. Yes, ma'am.

11 Q. I'd move to have that introduced as Plaintiff's 8,
12 Your Honor.

13 JUDGE: I think Plaintiff's 7 was admitted
14 without objection?

15 MR. DENNISON: Yes.

16 MS. HARRISON: Yes, Your Honor.

17 JUDGE: I just want to make sure I've got my
18 X mark corrected. Let me see where you put it?
19 Very good. Very good. Thank you.

20 A. Thank you.

21 Q. Your Honor, I passed up ...

22 JUDGE: Yes, ma'am?

23 Q. I passed up the deed for Mr. Dennison's house,
24 which we've moved to have introduced as Plaintiff's
25 8, and that was attached as Exhibit P to Mr.

1 Dennison's answer.

2 JUDGE: All right. Mr. Dennison, do you
3 have an objection to the deed to your home being
4 admitted as Plaintiff's 8?

5 MR. DENNISON: No, Your Honor.

6 JUDGE: All right. Plaintiff's 8, so admitted.

7 (PLAINTIFF'S 8 ADMITTED INTO EVIDENCE)

8 Q. Mr. Gregg, if you'll look at the indented portion of
9 that deed, does that appear to describe the property
10 that's being conveyed by this deed?

11 A. Yes, ma'am.

12 Q. Okay. And if you would read that for the Court, just
13 starting at the third line with, "being shown and
14 designated"? The third line within the indented
15 paragraph.

16 A. On the ...

17 JUDGE: Can we take about a two minute
18 break? I need to respond to this.

19 MS. HARRISON: Absolutely.

20 (A SHORT BREAK WAS TAKEN OFF THE RECORD)

21 DIRECT EXAMINATION OF WILLIAM GREGG

22 BY MS. HARRISON CONTINUED:

23 JUDGE: Is everybody ready to go back on the
24 record?

25 Q. Thank you, Judge.

1 JUDGE: I'm so sorry.

2 Q. That is okay, and I apologize. I am -- I may have
3 lost my place, so I may be repeating what we've
4 already done. But Plaintiff's Exhibit 8, did I ask for
5 that to be admitted? I'm sorry.

6 JUDGE: Yes, ma'am.

7 Q. Okay. And that was admitted?

8 JUDGE: And that was without objection.

9 Q. Okay. And so looking at the description of the
10 property there, that states the property being
11 conveyed is Lot 26 on a map entitled "Final Plat for
12 Steeltown Development, LLC, of Oak Forest, Phase
13 2," correct? Or Phase 3?

14 A. Phase 3, yes.

15 Q. Okay. And that plat is recorded at Page 248, 160,
16 correct?

17 A. Yes, ma'am.

18 Q. Okay. And then there's this line there in the middle
19 of that indented portion that states, "This
20 conveyance is made subject to easements and
21 restrictions of record," correct?

22 A. Correct.

23 Q. Okay. Now, the association filed a lien against Mr.
24 Dennison's property, correct?

25 A. Yes, ma'am.

1 Q. And that was attached to our complaint in this
2 action?

3 A. Yes, ma'am.

4 Q. And our office -- actually, attorney Saraniti with
5 our office filed a corrective notice of lien on August
6 16th, 2016. Is that correct?

7 A. Yes, ma'am.

8 Q. And that was against Mr. Dennison for Lot 26 of
9 Oak Forest Homeowners Association, correct?

10 A. Yes, ma'am.

11 Q. And it is that lien that you are asking the Court to
12 foreclose on?

13 A. Correct.

14 Q. Is this a copy of Mr. Dennison's current ledger?

15 A. Yes, ma'am.

16 Q. Does this reflect the amount of fees that are
17 currently due to the association?

18 A. Yes.

19 Q. Okay. Your Honor, I'd move to have this
20 introduced as Plaintiff's Exhibit 9?

21 JUDGE: Any objection to Plaintiff's 9?

22 MR. DENNISON: No, Your Honor.

23 JUDGE: Plaintiff's 9, so admitted.

24 (PLAINTIFF'S 9 ADMITTED INTO EVIDENCE)

25 Q. Mr. Gregg, what is the total amount of assessments

1 that are due from Mr. Dennison?

2 A. Seven thousand seven hundred eighty-six dollars
3 and thirty-three cents (\$7786.33).

4 Q. Okay. And that begins back on January 1st of
5 2014?

6 A. Correct.

7 Q. Okay. And if we look in the payment column, have
8 any payments ever been received from Mr.
9 Dennison?

10 A. On January 13th of 2014.

11 Q. Okay. And is that the only payment that the HOA
12 has received from him?

13 A. That's correct.

14 Q. Okay. The HOA has charged late payment fees and
15 interest of ten percent. Is that correct?

16 A. Yes.

17 Q. And the HOA is authorized under the governing
18 documents to do that, as we reviewed earlier,
19 correct?

20 A. Correct.

21 Q. The association is also entitled to collect attorneys'
22 fees?

23 A. Reasonable attorney fees, yes.

24 Q. Okay. And in order to collect the assessments that
25 Mr. Dennison has not paid, you retained our firm to

1 assist you with that, correct?

2 A. Correct.

3 Q. Or to assist the HOA with that. Is this a copy of my
4 affidavit of attorneys' fees?

5 A. Yes, ma'am.

6 Q. And is this a true and accurate representation of the
7 fees that are due to our firm for representation in
8 this case?

9 A. Yes, ma'am.

10 Q. Your Honor, I'd move to have this introduced as
11 Plaintiff's 10?

12 JUDGE: And what's Plaintiff's 10?

13 Q. I'm sorry, Your Honor. Affidavit of attorneys' fees.
14 (PLAINTIFF'S 10 WAS MARKED)

15 JUDGE: I'm looking at Plaintiff's 9 -- and this
16 is a little out of turn, but I'm looking at Plaintiff's 9,
17 and it has -- of this seven thousand dollar fee, five
18 thousand of it is attorneys' fees. Of this ...

19 Q. That's correct, Your Honor. I can have my client
20 testify as to what those are.

21 JUDGE: Are those also included on this ...

22 Q. No, Your Honor.

23 JUDGE: ... affidavit of attorneys' fees?

24 Q. No, Your Honor. Mr. Gregg, the attorneys' fees
25 that are indicated on the ledger, what are those

1 attorneys' fees for?

2 A. There are two entries, the first one being for one
3 thousand, one hundred eighty-four dollars and eight
4 cents (\$1184.08). That was on April 10th of 2015,
5 and that was on the lawsuit. What we did at that
6 time was took the attorney fees and divided
7 amongst the four parties of the lawsuit, and with
8 three of them settling, that remained -- that left a
9 remainder for Mr. Dennison of that eleven hundred
10 eighty-four dollars.

11 Q. Okay.

12 A. And the second entry is for five thousand one
13 hundred and two dollars and twenty-five cents on
14 (\$5102.25) August 25th of 2016. That was -- as of
15 that date, that was the additional legal fees on that
16 court case.

17 JUDGE: Okay. Prior lawsuit?

18 A. Pardon?

19 JUDGE: On the prior lawsuit?

20 A. On that lawsuit that's still ongoing, yes.

21 JUDGE: That lawsuit's been dismissed.

22 A. It was dismissed against the three parties. It was
23 not dismissed against Mr. Dennison.

24 JUDGE: So you're telling me this lawsuit is
25 not dismissed?

1 A. That's correct.

2 JUDGE: The court records show ...

3 MS. HARRISON: Your Honor ...

4 JUDGE: The court records show it's been
5 dismissed.

6 MS. HARRISON: And it has been dismissed,
7 and I think my client is just trying to make sure that
8 it's clear. It was dismissed with prejudice as to the
9 four parties, and I apologize. I have a copy of that
10 dismissal that I can provide the Court with. It was
11 dismissed as to all the parties that entered into a
12 settlement. It -- there was a stipulation of dismissal
13 that was signed by all of the parties who entered in -
14 - who signed releases. Mr. Dennison was not a
15 party to that stipulation of dismissal, and the HOA
16 did not dismiss him with prejudice. So while the
17 lawsuit has been dismissed, I think my client's
18 position is that they can bring it again, because it
19 has -- it was not dismissed with prejudice.

20 JUDGE: I understand that, but five thousand
21 dollars worth of attorneys' fees are continuing on
22 this lawsuit?

23 MS. HARRISON: On the ...

24 JUDGE: That's what he just testified to, five
25 thousand -- well, actually, six thousand dollars of

1 attorneys' fees are outstanding.

2 MS. HARRISON: Yes, on the lawsuit that had
3 to do with slander of title defamation by the
4 members who were ...

5 JUDGE: I'd like to see the -- I'd like to see the
6 attorneys' fees affidavit as to that one.

7 MS. HARRISON: And we don't have that,
8 Your Honor.

9 JUDGE: And who's representing the HOA in
10 that lawsuit?

11 MR. GREGG: DuRant's office, David
12 DuRant.

13 JUDGE: Do you have a bill on that one?

14 MR. GREGG: I do not have that with me.

15 JUDGE: Well, those fees are not going to be
16 awarded in this lawsuit, then.

17 MS. HARRISON: Okay, Your Honor.

18 MR. DENNISON: Your Honor, if I may ...

19 JUDGE: No, sir. You've won that issue.
20 Don't talk.

21 DIRECT EXAMINATION OF WILLIAM GREGG
22 BY MS. HARRISON CONTINUED:

23 Q. All right. In the event that the Court decided that
24 you were not -- the HOA was not entitled to recover
25 those attorney fees from the previous lawsuit, we

1 asked the ...

2 JUDGE: I'm not saying he wouldn't have been
3 entitled. I'm just saying he didn't bring anything to
4 prove it.

5 Q. In this action, and I understand that, Your Honor.
6 We had the management company draw up a
7 different ledger. Is that correct?

8 A. That's correct.

9 Q. Now, this is not the ledger that has been used for
10 Mr. Dennison. However, we have prepared it for
11 today. Is that correct?

12 A. That is correct.

13 Q. Okay. And is this a copy of the ledger that was
14 prepared by the management company?

15 A. Uh-huh.

16 Q. And this ledger -- I'm sorry. Your Honor, I'd move
17 to have this introduced as Plaintiff's Exhibit 11.

18 JUDGE: Okay. What is that now?

19 Q. I can give you a copy of this.

20 JUDGE: Okay, great. That would help.

21 Q. And so this is an updated ledger that we asked the --
22 we asked the management company to prepare a
23 ledger that did not include the attorneys' fees from
24 the prior lawsuit, correct?

25 A. Correct.

1 Q. Okay. And is this an accurate depiction of that
2 ledger?

3 A. It is.

4 Q. All right. Your Honor, I move to have that
5 introduced as Plaintiff's 11?

6 JUDGE: Mr. Dennison, do you have an
7 objection to this document being admitted?

8 MR. DENNISON: No, Your Honor. I don't.

9 JUDGE: Okay. Plaintiff's 11, so admitted.

10 (PLAINTIFF'S 11 ADMITTED INTO EVIDENCE)

11 Q. Okay. Thank you, Judge. And what is the current
12 outstanding balance on that ledger?

13 A. One thousand five hundred dollars (\$1500.00).

14 Q. Okay. And so you are asking the Court to grant the
15 foreclosure on Mr. Dennison's property and to grant
16 judgment in the amount of the outstanding
17 assessments of fifteen hundred dollars (\$1500.00),
18 as well as the attorneys' fees that have been incurred
19 by my office in the amount of four thousand, three
20 hundred sixty-eight dollars and thirty-nine cents
21 (\$4368.39). And that is fees and costs?

22 A. Correct.

23 MS. HARRISON: Okay. Your Honor, I don't
24 have any further questions for this witness.

25 JUDGE: Okay. I'm not sure what Plaintiff's

1 11 is, exactly. Is this just a different year? Is that
2 correct? Is that like -- we've gotten two different
3 years? Is that correct, Mr. Gregg?

4 A. It's beginning from 2013 up to present.

5 Q. And why is there a bill in here from Murray Law
6 Offices? Do you know?

7 MS. HARRISON: Your Honor, the first page
8 appears to have some charges from the closing,
9 when Mr. Dennison purchased the property.

10 JUDGE: And why would the HOA incur that
11 charge?

12 MS. HARRISON: What's that?

13 JUDGE: Why would the HOA incur a charge
14 from the Murray Law Offices? Oh, I see. Is it --
15 it's a credit. Is that correct?

16 MS. HARRISON: Your Honor, I believe it
17 was a certificate of assessment when Mr. -- that
18 coincides with the date that Mr. Dennison
19 purchased the property.

20 JUDGE: And it looks as if it's a credit.

21 MR. DENNISON: Where's that at? I don't see
22 that.

23 JUDGE: It's on the first page of Plaintiff's 11.
24 That's a credit from the Murray Law Office.

25 MR. DENNISON: Mine doesn't show it.

1 MS. HARRISON: I gave you (INAUDIBLE)

2 JUDGE: Plaintiff's 11. It's a credit of a
3 hundred and -- it's a credit of three hundred and five
4 dollars and fourteen cents (\$305.14) from the
5 closing. The Murray Law Office collected your
6 HOA dues, apparently.

7 MR. GREGG: I believe it was a certification
8 fee to ...

9 JUDGE: Or something. They collected
10 something.

11 MR. GREGG: And it came in, and they put it
12 to this account, and then Cedar Management or a
13 management company took it back off.

14 JUDGE: Okay.

15 MR. GREGG: So it wasn't actually billed to
16 Mr. Dennison.

17 JUDGE: A certification fee. Well, they didn't
18 take it all off. They should have taken off three
19 hundred and five dollars and fourteen cents
20 (\$305.14)worth.

21 MR. GREGG: No, the hundred and twenty
22 was from the balance forward, a hundred and
23 twenty fourteen (\$120.14).

24 JUDGE: No.

25 MR. GREGG: No.

1 JUDGE: No, they received three hundred and
2 five dollars and fourteen cents (\$305.14). They
3 only gave back a hundred and eighty-five dollars
4 (\$185.00), so they owed Mr. Dennison some
5 money. Is that right?

6 MS. HARRISON: Your Honor, I'm sorry. I ...

7 MR. GREGG: That hundred and eighty-five
8 dollar (\$185.00), where it's showing the negative
9 credit balance, that actually was for the certification
10 done by Cedar Management, which was then billed
11 after the money was received. It was billed to the
12 account. So that's what that one hundred and
13 eighty-five dollars (\$185.00) of that three hundred
14 and five dollars (\$305.00) -- it was one eighty-five
15 (\$185.00), and one twenty fourteen (\$120.14) made
16 up that three hundred and five dollars and fourteen
17 cents (\$305.14). It was just the hundred and eighty-
18 five (\$185.00) came in in entry after the money was
19 received, versus the entry should have been there
20 beforehand, and it would have balanced out as a
21 zero account at that point. Do you follow?

22 JUDGE: Not really, but if Cedar Management
23 Group charges a hundred and eighty-five dollars
24 (\$185.00) to look in its file to see ...

25 MR. GREGG: They do.

1 JUDGE: That's highway robbery, is what that
2 is.

3 MR. DENNISON: Your Honor, I'd like to
4 point out, too, in the CCRs, the original set, pages
5 one through forty-four, there's no mention of any
6 management group or the HOA being able to charge
7 any kind of a fee other than for the people who
8 didn't join at the time it was created, and if they
9 joined later, I believe it says in there there would be
10 a hundred and twenty dollar (\$120.00) charge for
11 joining the HOA. That's it.

12 JUDGE: Well, maybe -- is Cedar
13 Management Group the group that's being -- that
14 you have now?

15 MR. GREGG: Yes, ma'am.

16 JUDGE: Well, maybe that's something you
17 ought to take into consideration when their contract
18 is up.

19 MR. GREGG: Yes, ma'am. And we're
20 looking at that right now. Thank you.

21 JUDGE: Because there are lots of property
22 management companies out there. Okay. Thank
23 you.

24 MS. HARRISON: All right. And Your
25 Honor, just so that -- I'm not sure if you are still

1 having questions as to what that exhibit was?

2 JUDGE: No, I'm good.

3 MS. HARRISON: All right. And I believe
4 that I've said that I was good, so I don't have any
5 more questions for this witness.

6 JUDGE: Okay. Mr. Dennison, you may ask
7 your questions, and then I have just a few.

8 CROSS-EXAMINATION OF WILLIAM GREGG
9 BY MR. DENNISON:

10 Q. Okay. You're currently the president for the HOA?

11 A. That's correct.

12 Q. And you became president in January 2017 of this
13 year?

14 A. January 18th of 2017, yes.

15 Q. January 18th. So before you became president, did
16 you have any -- you did have meetings with me and
17 other members at the real estate office prior to that,
18 when we were -- they were asking us about the
19 problems that were going on in the HOA?

20 A. Yes.

21 Q. Okay. So before the lawsuit was filed, you were
22 actually like almost a part of our group, a group of
23 homeowners that were trying to determine whether
24 we were in an HOA and there was a valid HOA?

25 A. At the beginning, when it was brought to our -- my

1 attention as well as the other homeowners, the
2 homeowners met, yes.

3 Q. On these dues that the -- are charged twenty dollars
4 a month, can you tell me exactly what that money
5 goes for?

6 A. It goes for ...

7 Q. What that's money spent for?

8 A. ... the overall management of the development.

9 Q. Okay. The main things that I see in the CCRs that -
10 - it was entered as Exhibit 4. It says for -- to
11 maintain HOA insurance, road repair, maintain the
12 ponds. Is that correct?

13 A. Is that a question?

14 Q. Yeah. I mean, is that -- are you aware ...

15 A. And electricity, yes.

16 Q. Okay. Can you tell me, as of right now, does the
17 HOA have any insurance, or are any of the members
18 bonded as it outlines in that 4?

19 A. Yes, sir.

20 Q. What is the name of the insurance?

21 A. I do not have that with me right now.

22 Q. Can you tell me when that insurance came into
23 effect, when the HOA got insurance, liability
24 insurance as it's outlined in those CCRs?

25 A. I know it was renewed last fall.

1 Q. Last fall?

2 A. Yes, before I took office.

3 Q. But you haven't seen a policy?

4 A. I have the policy ...

5 Q. You have the policy?

6 A. Yeah, at my residence in my files.

7 Q. Does it cover the HOA for liable as far as like a kid
8 drowns in the ponds, get in one of the abandoned
9 cars in the common area and gets suffocated, any
10 problems like ...

11 A. Liability, yes.

12 MS. HARRISON: Your Honor, I would just
13 object. I don't know the relevance of these
14 questions.

15 JUDGE: He just wants to make sure, I
16 suppose, that the HOA is doing what it's supposed
17 to do and get liability insurance.

18 A. And we do, yes.

19 JUDGE: Okay. Very good.

20 Q. Up until this past month, or February, when a crew
21 came in to repair some of the roads, do you know,
22 had there been any previous road repairs in the last
23 six, seven years?

24 A. I only know from the time I moved in, and that was
25 December of '13. And there was none that I was

1 aware of.

2 Q. And the ponds, the pond behind your house
3 especially, when did that pond become part of Oak
4 Forest HOA as far as the documents filed at Horry
5 County records? Do you know when that pond was
6 handed over to the HOA?

7 A. Okay, you asked like three questions. The question
8 you are asking me about the pond number two?

9 Q. Correct.

10 A. Behind my residence?

11 Q. Correct.

12 A. And we acquired that in January, I believe, or
13 December of last year. It was deeded over by Dale
14 Dobis, who was owner of Steeltown Development.

15 Q. As far as the pond number one on Morlynn Drive,
16 your observation, being a homeowner there even
17 before you became president of the HOA, had that
18 pond been maintained, or was it being maintained?

19 A. No, sir. Not up until February or January, yes.

20 Q. Okay. Okay. The article of correction, it was
21 introduced as Exhibit 1. Are you aware -- I want to
22 do this. I want to introduce a piece of evidence. I
23 think it is in my original answer. I'd like the Court
24 to look at this.

25 JUDGE: Certainly.

1 Q. As far as this Exhibit 1 that was introduced, I'd like
2 to introduce a letter by Daniel Watson and sent out
3 July 17th of 2014 with the articles -- a copy of the
4 articles of incorporation for the HOA, Oak Forest
5 Homeowners Association HOA, dated July 10th,
6 2014. This doesn't match the one that you produced
7 as Exhibit A, showing that you've always been a
8 legal entity. That date creation is June 13th, 1994.
9 This one that Daniel sent with this letter -- I
10 presume you got one in July. We all got one.
11 Shows July 10th of 2014. Can I introduce that as
12 evidence?

13 JUDGE: I'm not sure. It depends on who the
14 letter was from and who it was to.

15 Q. It was from Daniel Watson, the current president of
16 the HOA, and he states in here that ...

17 JUDGE: I thought Mr. Gregg was the current
18 president.

19 Q. As of January 18th of this year. He's been the
20 current president for two months.

21 JUDGE: Yes, sir. So ...

22 Q. This was sent out by the previous president in July
23 of 2014.

24 JUDGE: And who did -- who's that letter to?

25 Q. All homeowners.

1 JUDGE: Okay, very good.

2 Q. It was sent to all homeowners, this letter.

3 JUDGE: So Mr. Gregg received a copy of
4 that.

5 Q. Should have gotten one.

6 JUDGE: Okay. Then show it to him and see
7 if he can identify it.

8 Q. Yeah, with this certificate, this letter that he sent to
9 all homeowners.

10 JUDGE: Mr. Gregg, can you identify that
11 letter?

12 A. This is a letter by the board president at that time,
13 which was Daniel Watson.

14 JUDGE: Okay. Then do you want to
15 introduce that letter, then?

16 Q. As evidence, correct.

17 JUDGE: And Ms. Harrison, have you seen
18 that letter? Do you want to take a look at it?

19 MS. HARRISON: I haven't, Your Honor.
20 Was it attached as one of your exhibits, though?

21 Q. It's actually new evidence that I brought. I brought
22 a book of additional evidence marked A1 through
23 A41. That's an extra piece. That was -- that was
24 not in my original answer. Exhibits A through UU,
25 that wasn't in there. This is in a book of additional

1 evidence, if I can -- I can give you a whole copy.

2 JUDGE: Well, because it's produced by the
3 HOA, and the HOA is a party, it's admissible.

4 Q. It's admissible. Okay. And that would be -- A12?
5 Yeah, right here.

6 JUDGE: Or at least because it's a party
7 against whom you're trying to admit it.

8 Q. (TO MS. HARRISON) A12. That cover sheet's
9 over there, and then this is the two sheets
10 (INAUDIBLE)

11 MS. HARRISON: Okay. Thank you. No
12 objection, Your Honor.

13 JUDGE: Very good. You don't by any chance
14 have any extra copies, do you? I guess before you
15 started, I should have asked the court reporter if she
16 needed a break. Do you need a break, Ms. Court
17 Reporter?

18 COURT REPORTER: I'm okay.

19 JUDGE: Okay.

20 COURT REPORTER: This is Defense 1, by
21 the way.

22 JUDGE: Defense 1, so admitted.

23 (DEFENDANT'S 1 ADMITTED INTO EVIDENCE)

24 JUDGE: Do you need that, though, to cross-
25 examine him, Mr. Dennison?

1 Q. No, I'm good. Four copies.

2 JUDGE: Okay. Very good. Now, you have
3 four copies?

4 Q. Four of these, yeah. I just gave her one.

5 JUDGE: Okay. You gave her one?

6 Q. And I've got two others.

7 JUDGE: Okay. May I just have one copy? I
8 don't need the exhibit, I don't think, because you
9 already have the exhibit, and I'll give it back to you,
10 if you need it. Okay, very good. Thank you.

11 Q. So you are aware that Daniel sent that letter out to
12 everybody with that certificate of existence on it?
13 Because ...

14 A. I don't recall -- I recall receiving the letter. I don't
15 recall whether this was with the letter. If you say it
16 was, I'm presuming it was. I don't remember. I
17 really don't.

18 Q. The fact of the insurance, again, and I'd like to be
19 able to write something down about that, because --
20 let's see. In the -- a discovery that I got from Daniel
21 Watson in 2015, it showed his answer that the HOA
22 didn't have any insurance. Do you know when the
23 HOA did get insurance?

24 A. I don't know when the first day it did, but we do
25 have insurance.

1 Q. But you don't know the policy. Is that something
2 that you could produce? I mean, could you actually
3 produce that?

4 A. Absolutely.

5 Q. Okay. But you don't have it with you?

6 A. No, I do not have it with me.

7 Q. Because see, that's one of the main things,
8 insurance. What I'd like to show there, though, that
9 statement that Daniel made and sent out, that was
10 the creation of a new entity that was done in 2014
11 rather than make an attempt to -- it seemed, to get
12 the old one corrected. He created a new one, him
13 and Cedar Management, in 2014. I'd like to
14 introduce that as evidence, too. That is in my
15 original answer as Exhibit I. All right. In that
16 book, it's number 10. It's A10. I'd like to introduce
17 to the Court, it's a certified copy of articles of
18 incorporation that were filed by Cedar Management
19 and Daniel Watson, signed by Daniel Watson, with
20 a certificate that matches the certificate in that
21 letter. That they filed this on July 10th of 2014 and
22 the certified copy -- I got this copy, obviously, from
23 the Secretary of State on September 4th of 2014.
24 Do you have any knowledge of this? Can I
25 introduce it as evidence?

1 JUDGE: Show it to Mr. Gregg and see if he
2 can identify it.

3 Q. I'll show it to you. Can you identify it, or do you
4 know any knowledge of that? Have any knowledge
5 of that?

6 A. I do not have any knowledge of it.

7 JUDGE: Then Mr. Dennison, you'll need to
8 testify as to that document when you testify, if he
9 doesn't know anything about it.

10 Q. Okay. This is a ...

11 JUDGE: He can't testify to it. You can, when
12 you testify.

13 Q. Oh, okay. So it doesn't need to be introduced.

14 JUDGE: Not introduced now, sir. You can
15 introduce it when you get on the witness stand,
16 because Mr. Gregg doesn't know anything about it,
17 apparently.

18 Q. All right. We'll go to number two. It's the evidence
19 that you've presented here that shows -- with the
20 cover sheet for the Secretary of State. But you
21 agree, too, that the money -- back on the insurance,
22 the money for the -- the money collected from the
23 homeowners, according to the CCRs, one of the
24 main purposes of that is to provide for insurance.
25 It's in the bylaws, that it states that it has to -- the

1 subdivision has to carry liability insurance,
2 maintain roads and ponds, and it had not been -- the
3 previous board and HOA had not been doing that?

4 A. I cannot answer to that.

5 Q. Can't answer to that. Okay. All right. This sheet
6 from the Secretary of State that y'all entered in -- or
7 that was entered in as Plaintiff's Exhibit 2, on
8 4/8/2016, we have a change of agent. Were you
9 aware of what that is or any documents that had to
10 do with the change of agent, what it was about?

11 A. I don't have anything in my possession right now on
12 that. I'd have to look into that, what that's for.

13 Q. Okay. That would be Exhibit 3 that Plaintiffs
14 admitted as the change of agent, that's filed with the
15 Secretary of State.

16 JUDGE: Can you show him Plaintiff's 3? Do
17 you have Plaintiff's 3 up there?

18 A. I have it.

19 JUDGE: Okay, very good.

20 Q. That was filed on -- with the Secretary of State on
21 July 1st, 2015 by Daniel Watson. You testified that
22 Steve Peck, I believe, had made a mistake and
23 accidentally dissolved this HOA rather than one
24 known as Oak Forest Village? You testified to that
25 earlier?

1 A. Yes. I'm still trying to follow you with Exhibit 3.

2 Q. Okay. Well, here's the record. This is actually a
3 record from the Secretary of State, and the most
4 recent is the change of agent or office, okay. I have
5 that change of agent that was done. It's a simple
6 change of agent from Community Management,
7 Steve Peck, to Cedar Management, even though
8 Cedar Management had been manager since 2010.
9 Then this correction, okay? This correction that
10 you testified to, that was filed on July 1st, 2015,
11 okay?

12 A. Yes.

13 Q. You've got it in your hand. Okay. That's what you
14 -- okay. This correction is what the HOA is stating
15 that reinstated the HOA back to its original
16 creation, correct?

17 A. Correct.

18 Q. Okay. On this document, Daniel Watson, who has
19 signed it, has put it here that Steve Peck never
20 represented the HOA and had no right -- it was a
21 mistake resolving the HOA. You testified to that
22 earlier?

23 A. Okay, yes.

24 Q. Okay. Do you have any supporting documentation
25 from Steve Peck, his attorney, Matt McCoy, or

1 anyone? Emails, any documents, anything, that
2 shows that that is a true statement for that
3 correction?

4 A. Yes. The HOA does have possession. I do not have
5 possession of anything like that here now. I don't.

6 Q. Would you know who it's from? Is it from Peck,
7 McCoy -- his attorney, McCoy? Who -- do you
8 know?

9 A. We do have that.

10 JUDGE: You can't put them in now.

11 Q. But you don't -- you can't explain to me what it is, if
12 it's from Peck or who, if it's an affidavit, a sworn
13 statement, anything that will back up this statement
14 on this correction?

15 A. Without seeing it, I cannot answer that. I don't
16 know.

17 Q. All right. In your testimony, too, you testified that
18 McCoy had said that he was -- that the mistake was
19 made because there was an Oak Forest Village that
20 was supposed to be ...

21 A. Correct.

22 Q. Correct? Could I introduce evidence from Oak
23 Forest Village, a complete file, showing that Oak
24 Forest Village has never been attempted to -- they're
25 in good standing and never been attempted to be ...

1 JUDGE: You can't, but you can show it to Mr.
2 Gregg, and if he can identify it, then it can be
3 introduced through Mr. Gregg.

4 Q. Okay. Because I have that complete file from Oak
5 Forest Village.

6 JUDGE: But you can introduce it through
7 your own testimony, as long as it -- as long as you
8 can meet all the evidence standards. But I mean if
9 Mr. Gregg can identify it, you can introduce it
10 through him. But if he's never seen it, you can't.

11 Q. Okay. Here is -- we've got a change of agent, this
12 page where you've submitted. A change of agent,
13 that's from Community Management to Cedar
14 Management. Do you know exactly when Cedar
15 Management became manager of the HOA?

16 A. I do not have the date that that occurred. I know
17 that it was right after Daniel Watson became
18 president, somewhere in that timeframe. So he's
19 been in eleven years, so approximately ten years
20 ago, 2007, somewhere in there.

21 Q. Okay. Finally did a change of agent. Okay, then
22 we've got a correction on 7/1/2015, and this
23 correction that you gave, what this does is this
24 corrects the article of dissolution, correct?

25 A. Correct.

1 Q. Okay. And then we've got a dissolution of
2 9/14/2010, that was properly done, notarized. Have
3 you seen that dissolution?

4 A. That would be the one that caused all the issues,
5 correct?

6 Q. Yeah, I've got a copy of that.

7 MS. HARRISON: Your Honor, it's attached to
8 the notice of correction that was filed as -- or
9 admitted as Plaintiff's Exhibit.

10 JUDGE: Plaintiff's 3. It's attached to
11 Plaintiff's 3.

12 Q. You're right. You're right. That piece of paper
13 right there is actually the -- that's the articles of
14 dissolution I marked Exhibit E and sent to all
15 homeowners in the letter that I sent, informing them
16 that the HOA had been dissolved in 2010. Okay,
17 it's there. You're aware of that dissolution?

18 A. Yes.

19 Q. Okay. And if you look at that on the back page of
20 that dissolution, below Steve Peck, there's an
21 affidavit affirming authority of execution of articles
22 of dissolution for a nonprofit organization. It says,
23 "I do solemnly swear or affirm under penalty of
24 perjury I have the authority, either in my own right
25 or on behalf of the board or other entity or group, to

1 execute articles of dissolution for Oak Forest
2 Homeowners Association Incorporated, a nonprofit
3 organization." The name of that person is Jerry
4 Watson, stated there. She notarized it. So it's a
5 legal notarized document accepted by the Secretary
6 of State as the articles of dissolution. The front
7 page of it, it's completely filled out perfect. There's
8 no errors. And did you know -- do you know Jerry
9 Watson?

10 A. No.

11 Q. Okay. Jerry Watson -- I talked to Steve Peck. Jerry
12 Watson was an employee of his at the time that this
13 happened.

14 MS. HARRISON: Objection, Your Honor.
15 The Defendant is testifying.

16 JUDGE: You can't testify now. You can
17 testify when you take the witness stand.

18 Q. Okay. Okay. Do you think it's a little bit odd that
19 the board even having a management company, a
20 big management company, hundreds of HOAs
21 around it, this dissolution was done in 2010, but it
22 wasn't corrected until 7/1/2015. Is that kind of a
23 long time, would you agree?

24 A. I believe it wasn't brought to anyone's attention
25 until then.

1 Q. But as far as the Secretary of State, to reinstate the
2 law -- to reinstate a nonprofit entity, you have a
3 hundred and twenty days.

4 MS. HARRISON: Objection, Your Honor.
5 That calls for ...

6 Q. Okay. Just, there's a long period of time here, okay,
7 and then you have a change of agent. You knew --
8 you're aware that that change of agent was a change
9 of agent done in 2008 has Tiffaney P. McDowell's
10 name on it as the agent when it was transferred to
11 Community Management?

12 A. Okay.

13 Q. Okay. Okay. The stipulation of dismissal, number
14 5, you testified was the stipulation of the dismissal
15 that didn't include Paul Dennison, and my name's
16 Paul Dennison. Do you know why that my name
17 wasn't on this stipulation of dismissal?

18 A. Because there was no settlement agreed upon with
19 you.

20 Q. But -- that's it? There was no settlement reached
21 with me as far as ...

22 A. Correct.

23 Q. Okay. On this Exhibit 6 that you submitted as a
24 deed that shows L.W. Paul to Steeltown
25 Development, Exhibit 6. If you go to the last page,

1 it's noted in that document as Exhibit A. There's a
2 line below the second paragraph that states, "This
3 parcel is subject to all matters of record. TSM
4 1802102130." Do you see that?

5 A. I see that.

6 Q. Do you know what deed that refers to?

7 A. I do not.

8 Q. Have you ever seen a quitclaim deed, or do you
9 know anything about the quitclaim deed that that
10 refers to?

11 A. No, I do not.

12 Q. You don't?

13 JUDGE: Do you have that, Mr. Dennison?

14 Q. Yes, I do. Could -- it's in my answer, matter of fact.
15 It actually is on here, too, I think.

16 MS. HARRISON: It's Exhibit T to your
17 answer.

18 Q. Exhibit T? Okay. (INAUDIBLE; TALKING TO
19 MS. HARRISON) Can I present this to Mr. Gregg
20 for viewing, the quitclaim deed?

21 JUDGE: Well, you can ask him -- you can
22 show him the TMS numbers and ask him if they --
23 is there a TMS number on this?

24 Q. At the very top, right below the court records of
25 time and date. There is a TMS number, correct,

1 1802102130.

2 JUDGE: Okay. You can ask him if it's the
3 same as that reflected in the deed.

4 Q. This quitclaim deed, would that be the same
5 quitclaim deed that's specified in this Exhibit 6 that
6 you offered?

7 A. It appears that the TMS number is the same.

8 Q. Okay. Can you see on the -- can I ask him about
9 the quitclaim deed, the contents of it, since it's on
10 his evidence?

11 JUDGE: Yes, sir.

12 Q. Okay. Okay, on that quitclaim deed, can we go
13 down to ...

14 JUDGE: Are you admitting that quitclaim
15 deed?

16 Q. I'd like to, yes.

17 JUDGE: Well, you'd need to admit it, sir.
18 Defendant's exhibit what?

19 COURT REPORTER: 2.

20 JUDGE: Defendant's Exhibit 2.

21 Q. Exhibit 2 of the Defendants, the quitclaim deed.

22 JUDGE: Defendant's 2, quitclaim deed from
23 L.W. Paul Construction Company ...

24 Q. Correct.

25 JUDGE: ... to Oak Forest Homeowners

1 Association.

2 Q. Correct.

3 JUDGE: Any objection?

4 MS. HARRISON: No, Your Honor.

5 (DEFENDANT'S 2 ADMITTED INTO EVIDENCE)

6 Q. Okay. On the front page of that quitclaim deed, it
7 gives a pretty clear description of what that deed
8 describes. On page two of that, the last paragraph,
9 the -- one, two, three, four, five -- paragraph five on
10 that second page, do you see the paragraph I'm
11 talking about? It says, "To have and to hold all
12 singular said premises (INAUDIBLE) assignees
13 forever so that neither Oak Forest Homeowners
14 Association, Incorporated, comma, the grantor,
15 comma, nor its successors and assignees, comma,
16 nor any other person or persons, comma, claiming
17 under it, comma, shall at any time hereafter,
18 comma, by any way or means, comma, have,
19 comma, claim or demand any right or title to the
20 aforesaid premises or appurtenances, comma, or any
21 part or parcel thereof forever."

22 A. That's what it says.

23 Q. Could I ask you, in your opinion, what that means?

24 MS. HARRISON: Objection, Your Honor. It
25 calls for a legal opinion.

1 Q. Okay.

2 JUDGE: It does.

3 Q. But you would agree that that is part of the
4 quitclaim deed that is mentioned as a parcel, subject
5 to all matters of record in your Exhibit 6?

6 A. That's referring -- that is part of the Exhibit A in
7 Plaintiff's Exhibit 6.

8 Q. Okay. Now, to move on to your Exhibit 7. Also,
9 too, now, you brought forth a plat, Exhibit 7. This
10 is plat number 248, page 160 of Horry County
11 records. The copy you give here, the fine print's
12 very small and hard to read, so I have a larger copy
13 here. And you pointed out that my lot is a piece of
14 that property, Lot 26 in this plat. And in the
15 surveyor's notes of the plat -- let me check which
16 note it is here. The surveyor's notes, nineteen,
17 "HOA/POA documents or restrictive covenants and
18 easements for the development hereon were
19 recorded in deed book blank, page book blank on
20 this date, blank." It has nothing. I've got a larger
21 copy of that. This is the big copy. I've got a
22 printout of that. I'm just saying, that's what's on
23 here. Were you aware of that?

24 A. Is that the question?

25 Q. That on this plat that you introduced as evidence, it

1 doesn't list this plat being part of any HOA? Didn't
2 know? And also, too, down here at the bottom,
3 where it talks about restrictions, it says, "Final plat
4 for Steeltown Development." Let's see. I'm just
5 pointing out that this small plat, you can't see. I
6 mean, you can't see this ...

7 A. You're right. I can't see ...

8 Q. ... (INAUDIBLE) ten, yeah.

9 A. ... any of that print there.

10 Q. I'm pointing out that actually it says that on there.
11 I've got a magnifying glass. But you knew that --
12 you didn't know that it said that? The plat that you
13 introduced as evidence, you didn't know it failed to
14 state any kind of an HOA or affiliation with Oak
15 Forest?

16 A. I don't know. I can't read that, and I have not seen
17 the bigger one.

18 Q. Yeah, right here at the very bottom. Can you look
19 at -- I'll give you this for reference as to your plat,
20 because this is larger print where you can read it.
21 I'll have to point it to you, because I don't have but
22 just one copy. I do have another one, but I'd have
23 to find it. When it comes to, "Subject to easement
24 and restrictions of record, tax map 1802102130,"
25 would you agree that refers to the quitclaim deed?

1 A. Let me look back at that number, please.

2 Q. You can barely see it.

3 A. That's the number on your exhibit, yes.

4 Q. Do you see on those notes or anywhere on that plat
5 where it says that this piece of property is a part of
6 Oak Forest Homeowners HOA?

7 A. May I open that up? I'd have to look at the other
8 numbers that they have here to see if it ties in with
9 the other one. It has other numbers on the map here
10 which are part of the Oak Forest Development, so
11 that is the reference that I see on there. But as far
12 as whether it states here -- I'm looking. Oak Forest,
13 Phase 3 is the only thing that it says here.

14 Q. Do you see that?

15 A. Right here, "Final plat for Steeltown Development,
16 LLC of Oak Forest, Phase 3."

17 Q. Okay. But it does clearly show that it's subject to
18 easement of record -- you've seen that, of the
19 quitclaim deed, and you agree that is the quitclaim
20 deed?

21 A. (NO AUDIBLE RESPONSE)

22 Q. On Exhibit 8 that you produced, Paul Dennison's
23 deed, on the front page it gives a description. And
24 in that description, the first paragraph of the
25 description it refers to that same plat that we just

1 talked about, 248, 160. And in that plat, you agree
2 that the only reference of restrictions it showed the
3 quitclaim deed, in that plat?

4 A. And it shows the Lot 26 of Oak Forest, Phase 3,
5 yes.

6 Q. It refers to it in this deed, too, as final plat for
7 Steeltown Development of Oak Forest, Phase 3.

8 A. Correct.

9 Q. Yeah. But in the quitclaim deed, also, the quitclaim
10 deed clearly pulls it completely out of Oak Forest.
11 Then the paragraph that your attorney brought up
12 here, "This conveyance is made subject to
13 easements and restrictions of record." The only
14 thing that I see that that refers to is the plat. That's
15 what this refers to, is the plat. That's all I see is the
16 plat, the plat, the plat restrictions is the quitclaim
17 deed. Then there's another ...

18 MS. HARRISON: Your Honor ...

19 JUDGE: If you want to ask -- Mr. Dennison,
20 if you want to ask him a question, you can say, "Do
21 you agree with me that that's all it says," because
22 you didn't really ask him a question there.

23 Q. Okay. Do you agree that that paragraph that was
24 discussed earlier, "This conveyance is made subject
25 to easements and restrictions of record," do you

1 agree that that would refer to that paragraph above
2 it?

3 A. That's what it says, yes.

4 Q. Okay.

5 A. Yes.

6 Q. Okay. And in that paragraph, does it state anything
7 about Paul Dennison's property being part of Oak
8 Forest Homeowners Association in any way?

9 A. Again, it refers Oak Forest, Phase 3, which is part
10 of ...

11 Q. Okay. Then the other paragraph, the next
12 paragraph, "This being a portion of identical
13 property conveyed to Steeltown Development from
14 L.W. Paul Construction," and it gives that deed.
15 And I believe you presented that deed.

16 MS. HARRISON: That was Plaintiff's 6.

17 Q. That was 6, okay. That deed is your evidence
18 number 6, that's what that refers to, correct?

19 A. Yes.

20 Q. That would be what that refers to. Okay, then after
21 that -- I mean, that's it. That's the full description
22 on my property. And then again you agree that the
23 plat that it talks about up above, the only restriction
24 it shows is the quitclaim deed. Do you agree, the
25 plat that you introduced ...

1 MS. HARRISON: Objection. Your Honor,
2 this calls for -- the restrictions of record calls for a
3 legal opinion based on a title search and looking at
4 all of the restrictions that are of record. It's not
5 asking -- he's not asking him to read a specific
6 paragraph. He is asking him to make a legal
7 conclusion as to what that language means and to
8 specify that it only means this document, but he
9 can't do that. He's not a title searcher. He's not a
10 title abstractor. He can't make that kind of legal
11 opinion.

12 Q. Well, what I'm trying to stress here is that on the
13 description of Paul Dennison's property, there's two
14 pieces of evidence. There's a plat that you
15 introduced as evidence that shows where my
16 property's at. Okay. A full view of that plat shows
17 a restriction of a quitclaim deed. This next
18 paragraph that you introduced Exhibit 6 for, on the
19 back page, also do you agree that that shows, "This
20 parcel is subject to all matters of record, TSM
21 1802102130," of your Exhibit 6, that that also refers
22 to the quitclaim deed?

23 A. Yes.

24 JUDGE: Okay. That's about as far as I think
25 we need to go with Mr. Gregg, at least on that issue.

1 Ms. Court Reporter, are you still okay, or do you
2 need a break?

3 COURT REPORTER: I'm good. When we
4 decide to take a break, I'll be grateful.

5 JUDGE: Okay. Why don't we take a break
6 right now and we can run to the restroom and get
7 some -- do we need more water? Oh, you're ice.
8 Do you need more water?

9 MS. HARRISON: I probably could use some,
10 Your Honor.

11 JUDGE: Okay, very good. Let's take about a
12 ten minute break so everyone can run to the
13 restroom, get some more water, and I'll see about --
14 I don't think you've had any water, Mr. Gregg.
15 You're just up there just ...

16 MR. GREGG: I had a little bit, yes. Thank
17 you.

18 JUDGE: Okay, very good.

19 (A SHORT BREAK WAS TAKEN OFF THE RECORD)

20 JUDGE: All right, Mr. Dennison. Are you
21 ready?

22 MR. DENNISON: Yes. Yes, Your Honor.

23 CROSS-EXAMINATION OF WILLIAM GREGG

24 BY MR. DENNISON CONTINUED:

25 Q. Okay, real quick, one more thing on Exhibit 6, on

1 that back page. Exhibit 6 that you submitted, the
2 top paragraph on the back page, when it comes to
3 description also lists as a plat 241 at page 158 in
4 Horry County records. Do you see that?

5 A. Yes.

6 Q. Okay. I would like to show the Court and ask Mr.
7 Gregg to look at that plat. The notes of the
8 surveyor as to where it reads, "Subject to easement
9 and restrictions of record, tax map 1802102130,"
10 would be the only restriction that that plat refers to.

11 MS. HARRISON: I'm sorry. Which exhibit
12 are we looking at?

13 Q. That is Exhibit ...

14 MS. HARRISON: Is it 7?

15 A. W?

16 Q. Is the W still on there?

17 A. Yeah.

18 Q. Yeah, in my answer. Yeah, Exhibit W in the
19 answer.

20 JUDGE: And is it Plaintiff's 7?

21 Q. Yeah, Plaintiff's Exhibit 6, the deed.

22 JUDGE: That refers to the plat, which is
23 Plaintiff's 7 or not? Is that a different plat?

24 Q. No.

25 A. Yes.

1 Q. Well, it's ...

2 A. Yes.

3 Q. It's a different plat than what they produced, but it's
4 listed in the first paragraph in the Exhibit 7 -- or 6,
5 Exhibit 6, where it shows the description.

6 JUDGE: Okay. So the plat has not been put
7 into evidence yet. Are you getting ready to put the
8 plat into evidence?

9 Q. Right, if I could.

10 JUDGE: Okay.

11 Q. That being a part of the description of his Plaintiff's
12 Exhibit 6.

13 JUDGE: Yes, sir. Okay.

14 Q. And that is in the answers, my answers to the Court,
15 as Exhibit W. It's W, right? Does it say W on
16 there?

17 A. Yes.

18 Q. Okay. Yeah, Exhibit W shows that very plat that is
19 mentioned in that top paragraph of the description
20 of Exhibit 6.

21 JUDGE: All right.

22 Q. That's -- I mean, do you agree that that's the only
23 restriction on there?

24 A. I don't know where you saw -- I -- where is that,
25 that you were referring?

1 Q. Right here, where it says restrictions.

2 A. Oh, okay.

3 Q. Where it says, "Subject to easements and
4 restrictions of record, TMS 1802102130."

5 A. Yes, that's what it says there.

6 Q. It's the only one it's got. Do you agree?

7 MS. HARRISON: Objection, Your Honor,
8 and this is just rehashing the same objection I had
9 before. I think he's asking the client to read that
10 and make a legal conclusion as to that being the
11 only restriction, and I don't think my client can do
12 that.

13 JUDGE: Okay. Well ...

14 Q. It's just an additional restriction that's on there.
15 You submitted the ...

16 JUDGE: Wait, wait, wait just a minute, Mr.
17 Dennison. I'm going to overrule the objection as to
18 -- he's not making a legal conclusion. He's just
19 saying as to this exhibit, it refers to this plat, and
20 this plat says that this is the restriction. I'm not
21 going to take his answer as a legal answer. I
22 understand that, Ms. Harrison.

23 Q. Okay. I just wanted to clear that up with Exhibit 6.
24 She's got a copy.

25 A. Do you need to put this ...

1 Q. Oh, well, if it's going to -- yeah, evidence, sure.

2 JUDGE: Do you want that to be Defendant's
3 Exhibit 3? Defendants Exhibit 3, so admitted.

4 (DEFENDANT'S 3 ADMITTED INTO EVIDENCE)

5 MS. HARRISON: Does that consist of five
6 pages, Your Honor?

7 A. Yes.

8 JUDGE: Is that what it is, five pages?

9 A. Six.

10 MS. HARRISON: Six? Okay. Thank you.

11 Q. And then also, too, real quick on your Exhibit 3 that
12 you submitted, that was stated that this reinstates
13 the HOA back to its original date, I would like to
14 submit section 33-31124, instructions for this
15 certificate, that C, 124C, I'd like to present as
16 evidence and show Mr. Gregg as to what it refers to
17 as to when this actually becomes effective for the
18 HOA. Because you had testified earlier that this
19 reinstated it back to its original date, '94, this
20 correction. This ...

21 JUDGE: What are you looking at, Mr.
22 Dennison? Is that an exhibit already?

23 Q. No. They produced the document as Exhibit 3, but
24 ...

25 JUDGE: Okay, Plaintiff's 3? Okay.

1 Q. There's instructions with that.

2 JUDGE: All right, sir.

3 Q. The note refers to a section 33-31124C as to when
4 this actually does reinstate to.

5 JUDGE: Okay. Do you want to show him
6 that document?

7 Q. See article C there?

8 A. Okay.

9 JUDGE: What does it say, sir?

10 A. C is, "Articles of correction are effective on the
11 effective date of the document. They are correct
12 except as to persons relying on the uncorrected
13 document and adversely affected by the correction.
14 As to those persons, articles of corrections are
15 effective when filed."

16 Q. As far as my piece of property, Paul Dennison's
17 piece of property and the rules in this article of
18 correction, your Exhibit 3, when would you state
19 that this correction applied to Paul Dennison's
20 property?

21 MS. HARRISON: Objection, Your Honor.
22 Again, it calls for a legal conclusion as to when that
23 would affect his property.

24 JUDGE: All right. Mr. Dennison, I'm going to
25 let you testify as to when you were adversely

1 affected by it. I'm going to let you testify to that.

2 Do you want to introduce Article C, that piece of
3 paper?

4 Q. Yeah, as evidence to go with this 3 that's -- so that's
5 the actual note that goes along with this. If you get
6 this article and look at it in complete form, that's
7 attached to it. This is missing that.

8 JUDGE: Okay, sir.

9 Q. What they introduced.

10 JUDGE: That would be Defendant's 4?

11 COURT REPORTER: Yes, ma'am.

12 (DEFENDANT'S 4 ADMITTED INTO EVIDENCE)

13 JUDGE: May I see that?

14 Q. Mr. Gregg, as far as Oak Forest Homeowners
15 Subdivision, can you testify as to the type of
16 services that the homeowners get, that are getting
17 and do get from the HOA, from paying their dues?

18 A. I believe I answered that already. That the road
19 upkeep, for general maintenance, which would be
20 cutting of the common property, management fees
21 that we are charged to collect the dues, electricity
22 for streetlights.

23 Q. No trash pickup or anything like that?

24 A. No.

25 Q. Mainly, the insurance, the roads, the ponds,

1 maintaining the common area?

2 A. Correct.

3 Q. Is the main things that the money's collected for?

4 A. Correct.

5 Q. But prior to you being president, do you agree that
6 those things hadn't been -- no insurance ...

7 A. I can't say that there hasn't been insurance.

8 Q. The roads, the pond hasn't been ...

9 A. I was advised that there was.

10 JUDGE: How many roads are there, Mr.
11 Gregg?

12 A. We have three. Temperance Drive, Triumph Drive,
13 and Morlynn Drive.

14 JUDGE: Thank you, sir.

15 Q. Okay. As far as your testimony, I can't think of
16 anything else I'd like to ask or cover. I would like
17 to ask you this. As far as that second thing you
18 introduced, that second -- number 2, evidence
19 number 2, that change of agent done in 4/8/2016,
20 when Cedar Management became agent in January
21 of 2010, do you think that was kind of like -- was
22 that a long period of time? Is there any reason --
23 did the HOA have any excuse -- is there a reason
24 for that in that time period to -- you know what I'm
25 saying? Six years, seven or six years? Six years,

1 was that a reasonable amount of time, do you think,
2 for your manager to ...

3 A. Is that -- you gave me like five questions. Is it a
4 reasonable amount of time? Is that what you're
5 asking me?

6 Q. Correct.

7 A. I don't believe so. If that's when it was -- where
8 they were put in, in effect, for the agent on April
9 8th of 2016, no. Because they had been
10 management company for us longer than that.

11 Q. Do you agree that when Cedar Management became
12 property manager, if they had filed for a change of
13 agent, they might have noticed that the HOA was
14 dissolved?

15 A. They were our management company prior to 2010,
16 when that took effect, right?

17 Q. The minutes that I was able to obtain from Daniel
18 Watson shows that they actually took over as
19 property manager in January of 2010.

20 A. Okay.

21 Q. But they didn't do a change of agent until 2016.
22 Okay. And as far as the dissolution being done in
23 9/14/2010 of your evidence there, you do agree that
24 it was properly filled out? Does it look like to you
25 that it's properly filled out, that it's a correct

1 document, certified copy from the Secretary of
2 State, the dissolution?

3 A. It was filed and approved by someone erroneously,
4 however, found out later. But it was put in, so it
5 had to have met the requirements at that point.

6 Q. Okay. And then the correction being done on July
7 1st, 2015, do you have that as evidence, also? What
8 I'm asking is, do you believe that was a reasonable
9 amount of time between the dissolution of 2010 to
10 the correction in July of 2015? Was that a
11 reasonable amount of time for that to occur?

12 A. It's a reasonable amount of time based on when the
13 HOA learned that it was -- it was discovered and
14 brought to the HOA's attention.

15 Q. Okay. And as far as your testimony, you testified
16 that the HOA became aware of the dissolution as to
17 the letter I sent out in April of 2014, the letter I sent
18 out and the blog. You testified to that?

19 A. Correct.

20 Q. And okay, from that point, let's say from June of
21 2014, it's clear that it was dissolved. Was it a
22 reasonable amount of time to do the correction on
23 7/1/2015, to take that long?

24 A. I would think so, with the way things progressed,
25 and making sure it was done the proper way.

1 Q. Were you aware at any time that on July of 2014,
2 the HOA filed for a second entity, a new HOA?
3 Cedar Management and Daniel Watson HOA filed
4 for a new entity?

5 A. The only knowledge I have is what you have
6 explained to me prior to -- after I took office, when
7 you presented your information to me to review the
8 case.

9 Q. And then in July of 2015, that was dissolved. Do
10 you have any knowledge ...

11 A. That's, again, referring back ...

12 MS. HARRISON: Objection, Your Honor. I
13 think that he's -- this has been asked and answered,
14 and we've gone over the fact that a new document
15 was filed, and then that HOA was dissolved.

16 Q. I was just, you know, trying to determine whether,
17 you know, if you thought that was a reasonable
18 amount of time, when the law plainly states a
19 hundred and twenty days? I mean, that's good. I'm
20 done. That's all the questions I have for you
21 concerning this.

22 JUDGE: I have a few questions. Do you want
23 to ask him before I do, or do you want to wait and
24 then maybe ask him after I've asked him?

25 MS. HARRISON: I can ask after, Your

1 Honor.

2 JUDGE: Okay. Do you know -- I suppose
3 once you became president, you looked at the
4 documents of the HOA, haven't you?

5 A. Yes, ma'am.

6 JUDGE: Do you know if state tax returns
7 have been filed continuously since the HOA was
8 first incorporated?

9 A. I believe the initial two entries on that review from
10 the state's office ...

11 JUDGE: They were incorporated in June of
12 1994, so do you know if '95, '96, '97, '98, every year
13 since, state tax returns have been filed?

14 A. I believe -- I believe there were two occasions
15 where they were not filed, and the -- it was put on
16 hold or held, and then it was reinstated on those two
17 dates that are entered into Exhibit 2, which was
18 3/10 of '98 and then also 5/21 of '99. But that was
19 for tax return information wasn't filed appropriately
20 or on time, and it was suspended but then
21 reinstated.

22 JUDGE: Okay. So back in the '90s, late '90s,
23 the corporation may have been -- well, it says
24 reinstatement. Had it been dissolved for failing to
25 pay tax returns?

1 A. I don't know whether it was dissolved or suspended.
2 I'm not sure of the terminology.

3 JUDGE: But I notice it says reinstatement.

4 A. Correct.

5 JUDGE: But it doesn't show where it had
6 been administratively dissolved for failing to file
7 those tax returns. But usually, if you don't do that,
8 it will administratively dissolve and then reinstate.
9 But other than that, after this dissolution in 2010,
10 tax returns were filed?

11 A. Yes, ma'am.

12 JUDGE: Okay. And was a registered agent --
13 was there a registered agent -- was an agent
14 registered with the Secretary of State's office for the
15 HOA?

16 A. There was, but I don't believe it was changed to
17 Cedar Management, who had been for the last nine
18 years, approximately eight to ten years. It wasn't
19 changed when they took office, and it was found out
20 in that -- that was that last entry, change of agent on
21 April 8th of '16.

22 JUDGE: Okay. So I guess my question is,
23 prior to April of 2016, if someone wanted to sue the
24 HOA -- because, you know, they have to serve the
25 registered agent or a board member. If they wanted

1 to serve the registered agent before April of 2016,
2 who would the individual who wanted to sue the
3 HOA serve? Do you know?

4 A. I don't know that for certain.

5 JUDGE: Because apparently the registered
6 agent was not proper.

7 A. Correct.

8 JUDGE: All right. Now, how was the -- what
9 you call the improper dissolution brought to the
10 homeowner association's attention?

11 A. By the letter that Mr. Dennison and group -- I'll say
12 group, that they typed up, and then the blog, and it
13 was brought to the secretary's attention. She
14 received ...

15 JUDGE: The board secretary?

16 A. Yes. She received the letter, and then she took it to
17 the president. I don't believe the president got a
18 letter, but she took it to him, and it came to light
19 then.

20 JUDGE: Okay. And that was Mr. Watson?

21 A. Yes. Gail Baines was the secretary at that point,
22 and she took it to Daniel Watson's attention.

23 JUDGE: Okay. And I don't do social media.
24 My children do, but I don't do social media. When
25 you say blog, I don't know exactly what that is.

1 Could you explain that to me?

2 A. It's on the internet, and it's a -- it's almost -- it's a
3 website where they write information.

4 JUDGE: Okay. So is there -- so there's a
5 website just for the Oak Forest Homeowners
6 Association board?

7 A. Yes, but that's separate. The blog is separate than
8 the ...

9 JUDGE: The official ...

10 A. ... official Oak Forest, yes.

11 JUDGE: Okay. So there's a website for this
12 group of Oak Forest Homeowners Association
13 members who believed -- or who found out that the
14 homeowners association had been dissolved. Is that
15 right?

16 A. Correct.

17 JUDGE: And so they had a blog, and they let
18 all the other members know that there had been this
19 dissolving of the HOA. Is that correct?

20 A. Correct.

21 JUDGE: Okay. And so was that brought --
22 was that about the same time as the prior lawsuit
23 brought by attorney David DuRant as well? Was
24 that about that same timeframe?

25 A. That -- the lawsuit by DuRant's office came as a

1 result of the action taken by the group that put up
2 the blog and the letter, resulting in most of the
3 homeowners or a large percentage of homeowners
4 stopping paying the dues. And that forced the HOA
5 board to take action.

6 JUDGE: I see. Oh, that's right, because that
7 lawsuit was trying to do a restraining order to keep
8 the -- to tell them to stop the blog and to stop
9 talking about that and get everything straight.

10 A. Get everything straight and recover the loss of the
11 monies resulting from that action, yes.

12 JUDGE: As a result of all that's gone on, has
13 Cedar Management group taken any responsibility
14 for this?

15 A. No, not to my knowledge. Nor -- and I don't know
16 what responsibility they could have taken.

17 JUDGE: Well, whose responsibility is it to do
18 the -- I mean, do they not do the registering of the
19 agent? Are they the ones that do the registered
20 agent?

21 A. I don't know. I honestly don't know that answer.

22 JUDGE: I mean, I know that they ...

23 A. I believe everyone equally shares that
24 responsibility, being the management company,
25 being the board of directors, being the group that

1 brought this. I think, in my personal opinion -- and
2 I've spoken to Mr. Dennison. I've spoken to Daniel
3 Watson. I think this all could have got resolved
4 very easily, very quickly by coming to a table, and
5 sitting down, and talking about it, and saying,
6 "Look, this is what we found out, and then saying,
7 well, that was -- let me check into it. Oh, it was
8 done erroneously. We're getting it fixed." And
9 maybe the communication could have been better
10 and resolved it, and that way there wouldn't have
11 been a lawsuit. There wouldn't have been sixty
12 percent of the homeowners not paying the dues.
13 And it blew up from there, I believe.

14 JUDGE: I mean, I understand.

15 A. That's my opinion.

16 JUDGE: I understand that a lot of this
17 occurred a long time ago, but I agree that this --
18 when the dissolution occurred back in 2010 -- now,
19 Cedar Management was involved then, wasn't it?

20 A. No, they -- yes. Yes. They should have known.

21 JUDGE: And apparently nothing happened
22 until this correction occurred ...

23 A. I guess my question in ...

24 JUDGE: ... in July of -- well, some sort of
25 correction occurred. The change of agent was April

1 the 8th of 2016.

2 A. Yes. So if the agent was correct, would Cedar
3 Management have been notified that this action
4 took place on the dissolution?

5 JUDGE: Well, I don't know that Cedar
6 Management would have been notified, because it's
7 not listed. But ...

8 A. But had they been listed, would they -- who
9 received notice that it was dissolved, other than the
10 people who filed the paperwork.

11 JUDGE: How professional is Cedar
12 Management Company?

13 A. I've never met anyone personally from there.
14 They're up in North Carolina, and that's part of the
15 problem. And again, I've been in office since
16 January, and one of my goals is to get a new
17 management company that's closer, because I
18 believe they charge too much. I believe they aren't
19 doing us justice by being in North Carolina. We
20 need someone here, but that's -- and again, we're
21 changing a lot of things, and I think Mr. Dennison
22 can agree that I'm trying to get the past behind us,
23 get all this behind us, so that we can move forward
24 and make good changes.

25 JUDGE: How many -- let me ask you this,

1 since I didn't ask you a minute ago. How many
2 streetlights are there?

3 A. I do not know that. I would guess about twenty.

4 MR. DENNISON: There's twenty-two street
5 lights in Oak Forest.

6 A. Thank you.

7 JUDGE: You've got three roads, twenty-two
8 streetlights, and you've got two ponds?

9 A. Yes, ma'am.

10 JUDGE: And people don't fish in that pond,
11 do they? Or do they?

12 A. No.

13 JUDGE: Is it stocked?

14 A. Yes, there are fish in pond number two, which is
15 like at the end of Morlynn behind my property. It's
16 a bigger pond. The first pond is a smaller pond.

17 JUDGE: It's not stocked?

18 A. No.

19 JUDGE: Okay. That's all I have.

20 REDIRECT EXAMINATION OF WILLIAM

21 GREGG BY MS. HARRISON:

22 Q. Thank you, Judge. Just briefly, a couple of things.
23 Just to clarify, the Oak Forest Homeowners
24 Association dissolution, the board clarified that as
25 soon as they received notice, correct?

1 A. Correct.

2 Q. Okay. And there has been attention brought to the
3 fact that Daniel Watson filed a new corporation, and
4 do you believe that that was done in order to
5 attempt to remedy the situation?

6 A. I believe so.

7 Q. Okay. And in fact in the letter that was admitted as
8 Defendant's Exhibit 1 -- do you have a copy of that?

9 A. I do.

10 Q. That is a statement from the HOA board president.
11 What's the date of that letter?

12 A. July 17th, 2014.

13 Q. Okay. And that would have been just about nine
14 months after Mr. Dennison purchased his property,
15 correct?

16 A. Yes.

17 Q. Okay. And this letter is addressed to him, and he
18 obviously received it, as he included it as a
19 Defendant exhibit. But does this letter make clear
20 that the HOA was not dissolved by a proper action
21 of the board of directors?

22 A. Correct.

23 Q. Okay. And it also states that they are working on
24 trying to remedy the situation, correct?

25 A. Yes, ma'am.

1 Q. Does this letter indicate that there's an exhibit, or an
2 attachment, or an enclosure with it?

3 A. No, ma'am.

4 Q. Okay. In fact, does this exhibit indicate that there
5 was a new -- or a new corporation filed?

6 A. It just states that there's proof that they will email to
7 whoever has a question.

8 Q. Okay. And that is -- it just says the papers to
9 correct the dissolved -- that there was a dissolved
10 the wrong HOA, the papers to correct that have
11 already been submitted and processed.

12 A. Correct.

13 Q. Okay. But it doesn't indicate what those papers
14 were?

15 A. Correct.

16 Q. Okay. And it does not indicate that this certificate
17 of existence was attached to this letter?

18 A. Correct.

19 Q. Okay. And you don't recall having received this
20 letter or the certificate of existence with that?

21 A. I recall the letter addressed to me, not to Mr.
22 Dennison.

23 Q. Sure.

24 A. But I really don't know if there was anything else
25 with it. I don't know.

1 Q. Okay. The -- and I understand you're not a lawyer,
2 and you're not a title abstractor, but if I sold you a
3 piece of property and then later you wanted to sell
4 that property back to me and re-deed it to me, you'd
5 be able to do that, right?

6 A. Yes.

7 Q. There wouldn't be anything stopping you because I
8 had conveyed that title to you at some point?

9 A. Correct.

10 Q. Okay. And so even though there may be a deed
11 stating that the association was conveying property
12 back to the developer, there wouldn't be anything
13 that would stop the developer from reconveying that
14 to the association at a later date?

15 A. Correct.

16 Q. Okay. And that quitclaim deed that is Defendant's
17 Exhibit 2, there in the second paragraph of the first
18 page, can -- well, can you read the second and the
19 third paragraphs of that deed, please?

20 A. "Whereas it was the intention of L.W. Paul
21 Construction Company, Incorporated to convey
22 only those certain streets, drainage easements, and
23 detention ponds that were shown on the plat
24 recorded in plat book 153 at page 44 in the office of
25 the Register of Deeds for Horry County, South

1 Carolina, and whereas there was some additional
2 language contained in the legal description which
3 might be misrepresented to suggest that L.W. Paul
4 Construction, Incorporated intended to convey more
5 of its interest in Phase 3 than the certain streets,
6 drainage easements and detention ponds shown on
7 the above-referenced plat."

8 Q. Okay. So is it your understanding of this document
9 that the L.W. Paul Construction was keeping
10 everything except for the streets, drainage,
11 easements, and detention ponds, and that's the intent
12 of this document?

13 A. Yes.

14 Q. Okay. Now, that document was obviously -- it was
15 recorded on March 27th of 2009. Is that correct?

16 A. Yes.

17 Q. And that would be prior to Mr. Dennison
18 purchasing that property?

19 A. Correct.

20 Q. Okay. The plat that was admitted as Plaintiff's
21 Exhibit 7, that was recorded on -- I'm sorry. I'm
22 having a terrible time reading the date. It looks like
23 in 2010, and that would have been prior to Mr.
24 Dennison purchasing his property, correct?

25 A. Correct.

1 Q. I am going to show you Exhibit BB, from the
2 Defendant's answer. Can you identify that
3 document for the Court?

4 A. Supplemental -- supplementary declaration of
5 covenants, conditions, and restrictions.

6 Q. Okay. And who is the -- who is the declarant there
7 on line two?

8 A. Steeltown Development.

9 Q. Okay. And it appears that Steeltown Development
10 is granting to Oak Forest Homeowners Association
11 Lots 1 through 26. That's at the bottom there, in the
12 last paragraph. Is that correct?

13 A. That's correct.

14 Q. Okay. And the plat that it refers to there is the plat
15 that's been admitted as Plaintiff's Exhibit 7 ...

16 A. Correct.

17 Q. At 248, 160. Is that correct?

18 A. Yes.

19 Q. That would be reflected in Exhibit A.

20 A. Correct.

21 Q. Okay. And this was recorded on April 6th of 2010.
22 Is that correct?

23 A. Yes, ma'am.

24 Q. All right. And that would have been prior to Mr.
25 Dennison purchasing his property?

1 A. Yes.

2 Q. When Mr. Dennison closed on his house, that
3 reflected on the ledger that is Plaintiff's Exhibit 11,
4 I believe?

5 A. Yes.

6 Q. Okay. So there is a credit there regarding Murray
7 Law Firm, and it talks about a certificate. Would
8 that be a certificate of assessment that the board
9 would prepare relative to that closing?

10 A. Yes.

11 Q. And so as a part of Mr. Dennison's closing, there
12 would have been a certificate of assessment
13 recorded for the prior owner, or created for the prior
14 owner or for the declarant and sent to Murray Law
15 Firm?

16 A. That's correct. The prior owner would be Steeltown
17 Development. We're paying the dues and
18 everything on the lots.

19 Q. Okay.

20 MR. DENNISON: Object, Your Honor,
21 because she's actually asking him if there would be
22 that fastened to my closing, and there wasn't. I
23 mean, you're getting in to testify something that
24 would have been presented to me at my closing, and
25 there's -- this statement you've got Cedar

1 Management created is not my closing attorney.

2 He's trying to testify to something that ...

3 JUDGE: Well, he can't -- let's see where
4 they're going, but he's not going to testify what
5 occurred at your closing.

6 Q. And that was the extent of my questioning on that,
7 Your Honor, just understanding that a certificate of
8 assessment, that that -- the charge that's reflected
9 would have been for creating the certificate of
10 assessment. And that charge did occur? Those
11 transactions take place ...

12 JUDGE: Because he wasn't the board -- he
13 wasn't the president at the time of his closing, was
14 he?

15 MR. DENNISON: No.

16 A. No.

17 Q. Does the HOA prepare certificates of assessment
18 for closings when they're requested?

19 A. Yes, and that's done through Cedar Management.

20 Q. The blog that we've been talking about, that was
21 created after Mr. Dennison's purchase?

22 A. Yes, ma'am.

23 MS. HARRISON: Okay. No further
24 questions, Your Honor.

25 JUDGE: Do you have anything on re-cross,

1 Mr. Dennison?

2 RE-CROSS EXAMINATION OF WILLIAM

3 GREGG BY MR. DENNISON:

4 Q. Only about this -- I do have a question about this
5 declaration.

6 JUDGE: The supplementary?

7 Q. Yeah, the supplementary declaration.

8 A. Okay.

9 Q. On this declaration, Dale Dobis proclaims himself
10 as the declarant, and this is in 2010, the declarant,
11 Oak Forest Homeowners Association.

12 JUDGE: What's your question to Mr. Gregg?

13 Q. Would you agree that this -- that the quitclaim deed
14 plainly stated that no one -- no declarant, nobody,
15 could put this piece of property back into Oak
16 Forest Subdivision?

17 A. I can't answer that. I don't know.

18 Q. She presented the quitclaim deed. You just
19 presented it, right?

20 MS. HARRISON: I did. I think that one that
21 you're referring to -- oh, yes. Is that Defendant's 2?

22 A. Yes. Is that what you're referring to?

23 Q. Yes. Yes.

24 A. Okay. And your question again, please?

25 Q. Does that -- in your opinion, is what you read that I

1 read there, that that states that there is no declarant
2 of this piece of property, that that pulls that piece of
3 property out to where Dale Dobis couldn't possibly
4 claim his self as a declarant for that piece of
5 property. That piece of property was totally
6 removed from the creation of Oak Forest. He's
7 claiming his self to be the declarant over ...

8 A. I believe ...

9 Q. ... Oak Forest Homeowners Association, when the
10 five point eight acres he owns has clearly been
11 removed by the quitclaim deed.

12 A. I believe L.W. Paul took possession of that, and
13 that's where this quitclaim Exhibit 2, Defendant's
14 Exhibit 2, comes into place. He then sold that
15 property for development to Steeltown
16 Development. Steeltown Development then filed
17 this supplementary declaration, legally. So that's
18 how I see it.

19 Q. Do you believe that, according to the quitclaim
20 deed, that Dale Dobis could proclaim his self as
21 declarant over Oak Forest Homeowners
22 Association?

23 A. I believe that quitclaim deed deals with the original
24 sale of the wetlands to L.W. Paul. L.W. Paul then
25 sold that property to Steeltown Development to

1 develop, and then that led to Steeltown filing this,
2 and I believe that's all legal action that has taken
3 place since. Your question -- what you're asking
4 me, I believe that quitclaim deed only pertains to
5 that period of time in that property that was
6 wetlands that L.W. Paul took possession of. I think
7 it has to be different as it goes along, but that's my
8 opinion.

9 Q. But this supplementary declaration of conditions,
10 this is not a deed of any kind. Would you agree?

11 A. No, it's exactly what it says, declaration of
12 covenants and conditions.

13 Q. It's a simple affidavit that Dale had drawn up and
14 filed with the courthouse, notarized and filed.
15 That's all it is, Dale Dobis. No deed. Okay. All
16 right. That's all.

17 MS. HARRISON: Your Honor, a quick matter
18 of housekeeping. I'm not sure that I moved to have
19 that introduced as Plaintiff's Exhibit Number 12.

20 JUDGE: Plaintiff's 12 so admitted.

21 MS. HARRISON: Thank you.

22 (PLAINTIFF'S 12 ADMITTED INTO EVIDENCE)

23 MR. DENNISON: So removed it?

24 JUDGE: No, it's going in.

25 MR. DENNISON: It's going in as Exhibit 12?

1 JUDGE: And I'm giving you back Defendant's
2 4 that I had over here. Just want to make sure that
3 you have it. All right. If there aren't any other
4 questions for Mr. Gregg, Mr. Gregg, you may step
5 down, sir.

6 MR. GREGG: Thank you.

7 JUDGE: I know you're glad.

8 MS. HARRISON: Nothing further from the
9 Plaintiff, Your Honor.

10 JUDGE: Very good. All right, Mr. Dennison.
11 You may call your first witness. And if it's you,
12 then you just need to get your documents together
13 and take them up there with you. If you are going
14 to call somebody else, then that's perfectly fine, too.
15 And do you need a moment to get all your stuff
16 together?

17 MR. DENNISON: Well, I do have Jeffrey
18 Thomas here that was a witness. I would like to
19 call him.

20 JUDGE: Okay. Okay, do you want to go
21 ahead and call him first, then?

22 MR. DENNISON: Just go ahead and call
23 Jeffrey Thomas.

24 JUDGE: Okay, very good. Mr. Thomas, if
25 you'll come around and go right where Mr. Gregg

1 was. I know you've been waiting patiently, or at
2 least have been waiting. If you'll place your left
3 hand on the red Bible and raise your right hand and
4 be sworn or affirmed by the court reporter.

5 COURT REPORTER: Do you solemnly swear
6 or affirm that the testimony you're about to give
7 will be the truth, the whole truth, and nothing but
8 the truth?

9 JEFFREY THOMAS: I do.

10 JUDGE: Mr. Thomas, there should be some
11 water there, if you need the cups.

12 JEFFREY THOMAS: I'm good. Thank you.

13 JUDGE: Thank you.

14 DIRECT EXAMINATION OF JEFFREY THOMAS
15 BY MR. DENNISON:

16 Q. Jeffrey Thomas, can you testify that on May 5th,
17 2014 that you, Paul Dennison and William
18 Dennison went to the Solicitor's Office to get
19 advice?

20 A. Yes. We went to the Solicitor's Office, took
21 documents that was received from the Secretary of
22 State, certified copies, to show him what had been
23 researched and found. And the solicitor, Thomas
24 Terrell ...

25 MS. HARRISON: Objection, Your Honor.

1 I'm sorry to object so prematurely, and I apologize
2 to Mr. Thomas. I'm so sorry. But I was provided
3 with a witness list by Mr. Dennison prior to the
4 hearing.

5 JUDGE: Okay.

6 MS. HARRISON: And it indicates that Mr.
7 Thomas is going to testify as to the meeting with
8 the solicitor and any other testimony. And I would
9 just ask that the Court -- I'm just going to
10 prematurely object to any hearsay testimony from
11 that meeting.

12 JUDGE: Okay.

13 MS. HARRISON: Thank you, Judge.

14 Q. Can I present this to the Court, the witness list,
15 Your Honor. That's what she's talking about.

16 JUDGE: Okay. Very good.

17 Q. I would ask the Court that Jeffrey Thomas be
18 allowed to testify as to what Thomas Terrell told
19 him in regards to what he viewed as far as the
20 evidence, and checked and found that ...

21 JUDGE: Well, he can't really testify as to
22 what the solicitor or assistant solicitor told him, but
23 he can testify that as a result of that meeting, and
24 what he took to the meeting. He can testify as to
25 what he took to the meeting, and that he had a

1 meeting, and when the meeting was, and why he
2 went to the meeting. He can testify to all that. And
3 then he can testify, as a result of that meeting what
4 you and he did, and what the other homeowners did.
5 He can testify about that, but he can't testify as to
6 what the assistant solicitor told him to do, because
7 the assistant solicitor is not here, and that would be
8 hearsay. The best testimony would be the assistant
9 solicitor being here to testify. And if he's not here
10 to testify, Ms. Harrison cannot cross-examine him.
11 That's what we call hearsay testimony. That's an
12 out of court statement taken for the truth of the
13 matter. So he can't testify what he said. So let --
14 I'm going to let Mr. Dennison ask you those -- ask
15 you questions, again, and break them down, and ask
16 questions about when the meeting was, what y'all
17 took with you, what -- you know, how long the
18 meeting was, where you met, and all those kind of
19 questions. And then, as a result of that meeting,
20 what y'all did or didn't do.

21 Q. At that meeting, you went to the Solicitor's Office,
22 the evidence that you took with you, was the
23 dissolution filed in 2010 for the HOA? Was that
24 brought to the meeting?

25 A. Yes, it was.

1 Q. Okay.

2 JUDGE: A copy of the ...

3 A. Secretary of State's ...

4 JUDGE: ... Secretary of State's piece of paper
5 that you got?

6 Q. A certified copy of the Secretary of State's
7 dissolution was taken to that meeting?

8 A. Correct. Yes, it was.

9 Q. And also that there was several liens you presented
10 to the solicitor, showing that the HOA, starting in
11 2012, had started filing liens against homeowners
12 for not paying their dues?

13 A. Correct. Yes, there was.

14 Q. And that ...

15 JUDGE: When was this meeting?

16 Q. May 5th, 2014.

17 A. Yes, it was.

18 JUDGE: And where was it?

19 A. It was at the Solicitor's Office, here in the
20 courthouse.

21 JUDGE: Okay. Thank you.

22 Q. At that point, were you convinced that the HOA
23 was dissolved in 2010?

24 A. Yes, I was, by what was said at the meeting.

25 Q. Did you have any records showing that a correction

1 or reinstatement had occurred?

2 A. No, we did not.

3 Q. At that point, had you stopped paying your dues to
4 the HOA?

5 A. I stopped them before that.

6 JUDGE: And why did you go to a meeting?

7 Why did you ...

8 A. To what meeting? Are we talking ...

9 JUDGE: To the meeting in May of 2014.

10 A. To the Solicitor's Office?

11 JUDGE: Yes, sir. Why did you go to the
12 Solicitor's Office?

13 A. To see what he had to say.

14 JUDGE: And why the solicitor?

15 A. I read up on the South Carolina laws and
16 suggestions who to contact and who to see if you
17 had any questions about any type of legal actions as
18 far as things that would deal with money.

19 Q. But you can testify, the solicitor did advise you on
20 where to start?

21 A. He told -- he -- the solicitor made the statement of
22 what we should do and how to do it.

23 Q. Okay. All right. Mr. Thomas, when you bought
24 your house from Dale Dobis, were you given any
25 kind of CCRs?

1 A. No, I was not.

2 Q. Was not. Did you attempt to get a copy of the
3 CCRs from the president of the HOA board, or
4 HOA board?

5 A. No, I did not.

6 JUDGE: I'm sorry. Did he attempt to get
7 what?

8 Q. A copy of the CCRs.

9 JUDGE: Okay.

10 A. No, I did not.

11 Q. Was it on any of your closing papers or brought up
12 to you at the closing that you are a part of Oak
13 Forest HOA?

14 A. The closing attorney said that he could not say that
15 I was or I was not.

16 MS. HARRISON: Objection, Your Honor, to
17 hearsay testimony.

18 Q. So you wasn't?

19 A. No, I was not given ...

20 Q. Was not.

21 A. ... nothing.

22 Q. Was not, okay.

23 JUDGE: Sustained.

24 Q. When were you first advised that there was an
25 HOA?

1 A. By Dale Dobis.

2 Q. Dale Dobis?

3 A. The Dale Dobis, the one that said there was an
4 HOA.

5 Q. When Daniel Watson came to your house and
6 approached you, and confronted you about him
7 being the president of the HOA, had you already
8 been notified that there was an HOA?

9 A. The way I was notified was, Dale Dobis, we
10 contacted him about an issue we had. He said that
11 if you had a problem, you must contact that
12 homeowner association, but that he would take care
13 of the situation for what had occurred.

14 JUDGE: Let me ask you this.

15 A. Yes, ma'am.

16 JUDGE: And I hate to interrupt, but I'm going
17 to try to speed it along, since we're getting late in
18 the day. Who -- what attorney did your closing?
19 Do you recall?

20 A. Yes, ma'am, I can. Mark Neill.

21 JUDGE: Mark Neill?

22 A. The same attorney that was filing the liens for the
23 homeowners association.

24 JUDGE: Okay. Do you know if you had to
25 pay, at closing, any HOA dues?

1 A. No, ma'am. I did not.

2 JUDGE: Thank you.

3 MR. DENNISON: That's all the questions I
4 have for you, for Jeffrey Thomas.

5 JUDGE: Any cross-examination?

6 CROSS-EXAMINATION OF JEFFREY THOMAS

7 BY MS. HARRISON:

8 Q. Just briefly, Your Honor. Mr. Thomas, did you
9 have a title search prepared when you purchased
10 your property?

11 A. Yes, it was. It was done by Mark Neill.

12 Q. Okay. And did you see any of the documents that
13 have been -- whether it was the declaration of
14 covenants, or deed from L.W. Paul to Steeltown,
15 any of that come up in your title search?

16 A. Yes, ma'am. I sure did.

17 Q. Okay. And so the documents we've been talking
18 about here today were in your title search?

19 A. Not those, were not. Mine are different from
20 everybody else's.

21 Q. Okay. The -- what -- I'm sorry. What lot were you
22 in Oak Forest?

23 A. Lot 107.

24 Q. 107?

25 A. Yes, ma'am.

1 Q. Okay. And you don't live in Oak Forest any more,
2 correct?

3 A. Yes, ma'am. Correct.

4 Q. You sold your property?

5 A. Yes, ma'am.

6 Q. Okay. And are you currently suing the HOA to try
7 ...

8 A. I can't answer that question.

9 Q. I'm sorry?

10 A. I cannot answer that question.

11 Q. Why? I'm sorry, why?

12 A. It doesn't pertain to this.

13 JUDGE: Well, it would be a matter of public
14 record, if you are. If you're ...

15 A. Yes, ma'am. It's a pubic record. I am.

16 MS. HARRISON: Okay. I don't have any
17 further questions for this witness, Your Honor.

18 JUDGE: I did -- I forgot to ask you. When
19 did you buy your house there, or your lot? Was it a
20 lot?

21 A. Our house we purchased in 2012, August of 2012.

22 JUDGE: August of 2012?

23 A. Yes, ma'am.

24 JUDGE: Very good. Thank you. And when
25 did you sell? Have you sold, or do you just not live

1 there?

2 A. Yes, ma'am. No, I sold back in September of 2016.

3 JUDGE: You might be one of the lucky ones.

4 A. Don't know.

5 JUDGE: Okay. Thank you.

6 A. Yes, ma'am.

7 JUDGE: Did you have anything? I'm sorry.

8 I'm getting ready to let him go. Do you have

9 anything on redirect, Mr. Dennison? No, sir?

10 REDIRECT EXAMINATION OF JEFFREY

11 THOMAS BY MR. DENNISON:

12 Q. Well, just one other thing. One other thing, if I can

13 ask this. When you went to sell your house at Oak

14 Forest, did Cedar Management present at your

15 closing a bill for over three thousand dollars, and

16 could not explain what that bill was for?

17 A. Correct.

18 Q. And as a result of that, you lost one sale on your

19 house?

20 A. Correct.

21 Q. That bill that they submitted, you did wind up

22 paying that, so that you could sell your house to the

23 second buyer?

24 A. Correct.

25 Q. But did Cedar Management ever give you a clear

1 idea of what that bill was for?

2 A. In a reference, they did in the middle of the loss of
3 the first sale. They gave a breakdown on what was
4 submitted to them by the HOA, Oak Forest
5 Homeowners Association, per board members.

6 Q. Part of that bill, can you testify if part of that bill
7 was stated as a lawsuit settlement of the lawsuit that
8 you were involved in with Paul Dennison and
9 several other homeowners?

10 A. Yes, it was, on February of 2015, one thousand, one
11 hundred and eighty-four dollars and eight cents.

12 Q. And that before you could sell your house, you had
13 to pay that money?

14 A. Correct.

15 MR. DENNISON: That's all I have.

16 JUDGE: And were you part of a settlement in
17 that lawsuit?

18 A. My attorney was. The IAT Insurance that handled
19 the -- for BB&T, they settled on their part as far as
20 just making it go away. There was nothing that me
21 and my wife, Lorena Thomas, signed or agreed to at
22 any part. It was all done between Ed Larson and
23 IAT Insurance.

24 JUDGE: But the insurance company didn't
25 pay the attorneys' fees?

1 A. No, ma'am. They did not.

2 JUDGE: Were the attorneys' fees part of the
3 settlement agreement?

4 A. The lien that was placed by Daniel Watson on July
5 20th of 2016 was for three thousand, seven hundred
6 and forty-four dollars and sixty-four cents
7 (\$3744,64). At the beginning of it, the realtor asked
8 for what -- what was the bill for, and in the
9 response, there were emails sent back from Cedar
10 Management to my realtor stating that it was for a
11 settlement to -- excuse me, a settlement to David
12 DuRant for his attorney fees.

13 JUDGE: Wait a minute. You settled the
14 lawsuit in July?

15 A. No, ma'am.

16 JUDGE: Yeah, the lawsuit was settled July
17 29th ...

18 A. No.

19 JUDGE: ... of 2016, and when was the lien
20 put on?

21 A. The lien was put on me on July the 20th of 2016.
22 Excuse me, April of 2016. I'm sorry. April the
23 20th of 2016 is when the lien was placed by Oak
24 Forest Homeowners Association.

25 JUDGE: And you still had to pay attorneys'

1 fees after this stipulation of dismissal with
2 prejudice?

3 A. No, ma'am. Cedar Management in their bills said
4 that one thousand, one hundred and eighty-four
5 dollars (\$1184,00) was for a settlement for attorney
6 fees that was placed on me on February of 2015.

7 JUDGE: Okay. So part of the settlement was
8 the attorneys' fees. I see.

9 A. That they were trying to -- yes, ma'am, trying to
10 collect, yes.

11 JUDGE: Okay. Thank you very much.
12 Anything further?

13 Q. Just one thing here. I have a copy of that lien in
14 question, the amount that Daniel Watson placed for
15 the HOA against your property. It was done on ...

16 JUDGE: Well, we don't have the settlement
17 that ...

18 Q. ... April 20th, 2016.

19 A. But it wasn't a settlement.

20 Q. For three thousand, seven hundred and sixty-four
21 dollars (\$3764.00). That had nothing to do with the
22 settlement that you had ...

23 A. No.

24 Q. ... already entered for the insurance.

25 A. No, it did not.

1 Q. That this was, among other charges -- part of this
2 lien was the one thousand, one hundred dollars of
3 attorneys' fees that they say was the settlement.

4 A. From Cedar Management -- that Cedar Management
5 ...

6 Q. That you personally agreed to pay them that money.

7 A. No, I did not.

8 Q. And that case was dismissed?

9 A. Yes, that case was dismissed.

10 Q. You were present that morning in front of Judge
11 John?

12 A. Yes, I was, me and my -- Lorena Thomas and
13 Jeffrey Thomas were there at that hearing.

14 Q. Okay. And he just clearly dismissed it?

15 A. Yes, he said that ...

16 JUDGE: We know it's dismissed. It's
17 dismissed.

18 Q. Okay.

19 A. Okay.

20 MR. DENNISON: I don't have any further
21 questions of Mr. Thomas.

22 JUDGE: Okay. You may step down. Thank
23 you for being here, sir.

24 MR. THOMAS: Yes, ma'am.

25 JUDGE: All right, Mr. Dennison. Ms. Court

1 reporter, are you okay?

2 COURT REPORTER: I'm great. Thank you.

3 MR. DENNISON: So do I need to take the
4 stand and bring my evidence, so I can testify?

5 JUDGE: Yes, sir. And if there's something
6 you've forgotten, you may step down and get it.
7 But take as much as you possibly can with you now.
8 And I have this document that you let me borrow, I
9 think, Mr. Dennison. This is that letter that's been
10 introduced into evidence, so you may not need it
11 now. That was an extra copy. I don't know that
12 you need it, if you have a copy of that.

13 MR. DENNISON: Swear in?

14 JUDGE: Yes, you'll need to be sworn in, too.
15 Other way.

16 COURT REPORTER: Left hand on the Bible.
17 There you go. Do you solemnly swear or affirm
18 that the testimony you're about to give will be the
19 truth, the whole truth, and nothing but the truth?

20 PAUL DENNISON: Yes, I do.

21 JUDGE: All right. I'll tell you the same as
22 I've told the others. There should be some water
23 there for you and some cups, and if there isn't
24 enough water, I'll give you some more. And you've
25 been talking a lot, so you might need some. And

1 this is a little unusual, because there's no one here
2 to question you. So you get to just talk and tell me
3 what you need to tell me and Ms. Harrison what you
4 want the Court to know. And if there are any
5 exhibits that you want to introduce, then you will
6 just introduce them. Now, if Ms. Harrison objects,
7 you need to stop talking until I rule on the
8 objection. All right?

9 PAUL DENNISON: Okay.

10 JUDGE: Okay, very good.

11 DIRECT TESTIMONY OF PAUL DENNISON:

12 MR. DENNISON: One of the first things that
13 I would like to address is, is the Oak Forest
14 Homeowners Association a valid HOA?

15 JUDGE: I knew that was going to be your
16 first issue.

17 MR. DENNISON: And in my answer, number
18 one, I refer to that I know about the correction, the
19 articles of correction that were filed on July 1st of
20 2015. I got those from -- and those are Exhibit A of
21 my answer. I got those from the Secretary of State.
22 There's another witness to call, too, after me. It's
23 Melissa Bell. Melissa Bell's been sitting here all
24 along. I forgot about her. That's -- they're laid out
25 by new evidence ...

1 JUDGE: Well, I hate to ask you questions,
2 when I just said there's nobody to ask you
3 questions. How did you first find out -- is that how
4 you found out that there never was a corporation,
5 that it had been dissolved?

6 MR. DENNISON: No, I can start.

7 JUDGE: I mean, that's how I would start, but
8 I'm not telling you how to start. I was just -- how
9 did you find out that there wasn't a corporation, or
10 that it had been dissolved?

11 MR. DENNISON: The real estate woman that
12 sold me my home and twenty-seven other people --
13 could I get my piece of paper there? I can
14 summarize something real quick. I'll probably offer
15 this as evidence.

16 JUDGE: And I don't want you to run into
17 some hearsay. You know what hearsay is. I tried to
18 explain that to you.

19 MR. DENNISON: Okay. A meeting was
20 called by the real estate woman at Exit One Real
21 Estate. She came and told me and a few of the
22 neighbors, "If you've got any neighbors with a
23 concern, come to our office. We want to hear
24 them." Because she'd had reports of the HOA
25 towing cars ...

1 MS. HARRISON: Objection, Your Honor.

2 This is hearsay.

3 MR. DENNISON: She told me personally, if I
4 knew anybody, to come to the ...

5 JUDGE: I understand. You know what
6 hearsay is? That's when somebody talks, when
7 they're not in this courtroom, and they're talking
8 and saying something, that they're not in this
9 courtroom so they can be cross examined. So when
10 the real estate woman told you something that she's
11 not here in the courtroom to tell you, that's hearsay.

12 MR. DENNISON: Okay. The first time that
13 ...

14 JUDGE: And let me just tell you, explain -- if
15 you understood it real well then, law students take
16 courses on it and still never understand it. But I
17 just gave it -- I gave it to you in a nutshell.

18 MR. DENNISON: Okay. The first time that a
19 piece of -- that it was brought to my attention was a
20 document showing that Oak Forest HOA was
21 dissolved was at attorney John Thomas's office.
22 That meeting was attended by me, Jeffrey Thomas,
23 and you were there, right? You didn't make that
24 one?

25 JUDGE: You said, "you," you're talking about

1 Mr. Gregg?

2 MR. DENNISON: Mr. Gregg, you didn't
3 come to that meeting at John Thomas's. And we
4 were -- I was explaining to him the situation, and he
5 brought out the dissolution, and that was how I
6 found out about the dissolution.

7 JUDGE: Okay. Why were there problems?
8 There must have been an issue where you suspected
9 that either there was or wasn't an HOA?

10 MR. DENNISON: We were trying -- I was
11 trying to determine whether -- if there was an HOA,
12 was I part of it.

13 JUDGE: Okay.

14 MR. DENNISON: Because when I looked at
15 my deed and looked at my closing papers, there was
16 no mention of being in an HOA. And a phone call
17 that I made revealed that it wasn't put on my closing
18 papers. It couldn't be verified. And so ...

19 JUDGE: And that closing -- and that phone
20 call was to whom?

21 MR. DENNISON: The closing attorney.

22 JUDGE: Okay. Your closing attorney
23 appeared to be someone at the Murray Law Firm?

24 MR. DENNISON: Correct. Correct. But
25 anyway, John Thomas, the meeting I had with John

1 Thomas was where the dissolution was revealed.

2 JUDGE: And how did Mr. Thomas ascertain
3 that? Did Mr. Thomas get on his computer?

4 MR. DENNISON: On the subject of Oak
5 Forest, he stated ...

6 JUDGE: No, you can't be talking about what
7 Mr. Thomas said.

8 MR. DENNISON: When the subject of Oak
9 Forest came up, he'd dealt with them before. He'd
10 dealt with Oak Forest before, and he said ...

11 JUDGE: So Mr. Thomas didn't have to look
12 up anything?

13 MR. DENNISON: No.

14 JUDGE: Mr. Thomas already knew that, is
15 what you're telling me?

16 MR. DENNISON: Yes, correct. He already
17 knew from dealing with them before that they had
18 been dissolved.

19 JUDGE: Okay.

20 MR. DENNISON: So at that point, I went
21 home, and I called the Secretary of State to check.
22 It was confirmed that it was dissolved. I requested
23 the documents. They told me how much to pay.

24 JUDGE: And I'm sorry, about when was this
25 meeting?

1 MR. DENNISON: This would have been in ...

2 JUDGE: You don't have to tell me the exact
3 date, but about when?

4 MR. DENNISON: About March of 2014.

5 JUDGE: Okay. Very good.

6 MR. DENNISON: And then they told me how
7 much money to send. I wanted the complete file,
8 which I have that as evidence, the complete file that
9 I got. I got it on May 10th, 2014. They sent me the
10 complete file.

11 JUDGE: Okay. You asked the Secretary of
12 State if you could get the complete file that the
13 Secretary of State's office had on Oak Forest, HOA?

14 MR. DENNISON: Correct.

15 JUDGE: Okay. And so ...

16 MR. DENNISON: And to confirm the
17 dissolution. They confirmed it.

18 JUDGE: Okay. And you found out how much
19 money you needed to send to get that file?

20 MR. DENNISON: Correct. Yeah, send a
21 check and a self-addressed envelope, and they'll put
22 the file in there and send it to you. Which I have a
23 copy of that, if it would be all right to submit it as
24 evidence, the complete file that I got on May 10th?

25 JUDGE: Yes, sir. You can do that.

1 MR. DENNISON: I can do that?

2 JUDGE: Yes, sir. You can do that, if we don't
3 already have it in evidence. Do we not already have
4 that in evidence?

5 MR. DENNISON: Not the complete file.

6 MS. HARRISON: Not the complete file, Your
7 Honor. I didn't submit the entire file.

8 JUDGE: Okay. Let's put the whole thing in
9 evidence, if you have it, then.

10 MS. HARRISON: And Mr. Dennison ...

11 MR. DENNISON: Do you have it?

12 MS. HARRISON: ... if you'll just tell me what
13 ...

14 MR. DENNISON: A5.

15 MS. HARRISON: Thank you, sir.

16 MR. DENNISON: Yeah, this is the complete
17 file as of May 12th.

18 JUDGE: So that will be Defendant's ...

19 COURT REPORTER: 5.

20 JUDGE: Defendant's 5?

21 COURT REPORTER: Yes, ma'am. 4 was the
22 see instructions for the correction.

23 JUDGE: Okay. And that's so admitted.

24 (DEFENDANT'S 5 ADMITTED INTO EVIDENCE)

25 MR. DENNISON: And then when I got this, I

1 went over the documents from beginning to end.

2 Another thing I want to make clear is, I knew a
3 little bit about this subdivision. I had moved and
4 bought -- in there and bought a house in Phase 2
5 seventeen years ago, when it was brand new and
6 being built, my -- actually, my ex-wife did. And we
7 lived there for three years and sold the house. This
8 was the second time that I had moved into Oak
9 Forest and bought a new house, or into that area.
10 So I knew a little bit about it. So when I started
11 reading these documents, I could understand some
12 of it. The documents state that Tiffaney Paul
13 McDowell created it, which I knew that. I'd met
14 her. John Williams had failed to file taxes and had
15 to get it reinstated. I knew him. He lived right
16 behind me, John Williams did. He sold his house
17 and moved. Then, when it came to -- it comes to
18 the change of agent that was done in 7/30 of 2008,
19 that change of agent, I looked it over. Her name --
20 one thing that caught my attention is Tiffaney spells
21 her name different than a regular person named
22 Tiffany. And when I saw that -- because it rung a
23 bell, because I remember that she spelled her name
24 different. It's spelled exactly the way she spells it,
25 and P. McDowell, and it's fully filled out. It's

1 accurate. It's filed with the Secretary of State. It's
2 never been corrected. It stands today as a true
3 document filed with the Secretary of State, change
4 of agent. So I was fine with that in 2008, and then I
5 got into the articles of dissolution. And again,
6 filled out perfect. Steve Peck had dissolved it. It
7 was notarized, and once it's notarized, that's
8 important. Jerry Watson works for -- or did work
9 for Steve Peck. I even tracked down to see where
10 she might be. She manages Gold Crown
11 Management in Myrtle Beach. She lives here in
12 Myrtle Beach down on Oak Street. She's present. I
13 didn't see any reason to think that any of these
14 documents weren't good, certified copies. So I
15 called the Secretary of State back, and I asked them
16 with this dissolution, how long do they have to
17 reinstate it. And she pointed out to the law -- which
18 I don't have that with me, but the law states I think
19 they have a hundred and fifty days from the time of
20 dissolution to reinstate it. I said, "Well, what if it
21 hasn't been reinstated within the hundred and fifty
22 days?" And she said, "It can't be reinstated." I
23 said, "It can't?" She said, "No." And this is quote.
24 She said, "Not even a judge can reinstate that
25 HOA."

1 MS. HARRISON: Objection, Your Honor.

2 JUDGE: Sustained.

3 MR. DENNISON: But that was what I got
4 from her. I'm through with this (HANDED
5 DOCUMENT TO COURT REPORTER). So
6 through the course of -- well, at that point is when I
7 shared that document with Jeffrey Thomas and a
8 few of the other homeowners that live close to me.
9 And then, in -- was it May? Let me get another
10 piece of paper there.

11 JUDGE: Was Melissa Bell one of those you
12 shared it with?

13 MR. DENNISON: Correct. But at that point
14 is when Jeff Thomas and myself decided to go to
15 the Solicitor's Office to get his advice on it, as to
16 this is a dissolved HOA. A dissolved HOA can
17 operate as an HOA, and they do pay taxes like any
18 other HOA. The big thing with a dissolved HOA, a
19 voluntary HOA, they don't have to have insurance,
20 but they can't force members to pay dues. And I
21 had found in the records that in 2012, they had
22 hired Mark Neill to start filing liens against
23 homeowners and forcing them to pay dues.

24 JUDGE: What year?

25 MR. DENNISON: In 2012. I did a thorough

1 search of the records for Oak Forest Homeowners
2 Association, and up until the year 2006, there had
3 never been a lien filed on anyone's property for
4 back dues, never. And then, when Daniel Watson
5 became president, he had actually filed three liens
6 his self, personally, from 2006 to 2007, in a two
7 year period, he had filed three liens against property
8 owners with his name on it. It's a matter of record.
9 And then, from that point forward, there was -- they
10 had hired an attorney, O'Dea.

11 JUDGE: Pat O'Dea?

12 MR. DENNISON: Pat O'Dea had filed, I
13 think, three liens within that 2007 period, maybe
14 into 2008. And then from that point, there was no
15 liens filed again until 2012, and that's when Mark
16 Neill had started filing liens to collect dues from
17 homeowners. So we decided to go to Thomas
18 Terrell -- well, to the Solicitor's Office. We were
19 put -- Thomas Terrell was who -- the assistant
20 solicitor that we talked to, to get his advice on what
21 to do. And -- I don't know how I could put it.
22 Gosh, I don't know. He's not here. I can just say,
23 just at that point, I stopped paying my dues. My
24 dues, I don't think the next -- dues hadn't even come
25 due yet, or I hadn't got a bill or whatever. I decided

1 from the conversation with him that I would not pay
2 any more dues, call the non-emergency Horry
3 County Sheriff's office if they bothered me. I
4 would try to find an attorney to get my money back,
5 and tell my neighbors to do the same. And that's
6 what I did. I created a -- drew up a letter. I was
7 the sole person that drafted the letter. And along
8 with the letter, I included several documents,
9 certified copies of documents from the Secretary of
10 State to support the letter, and I mailed those to
11 each and every homeowner. And I also created a
12 blog, and in the letter I directed people the website
13 to go to for the blog so that they could view and
14 print any of the evidence that I had obtained at that
15 point, so that they would know, you know, the truth
16 of what the situation was here and what was going
17 on. And that was the blog that I was sued over.
18 There was three, four other homeowners that were
19 named in that lawsuit that were totally innocent.
20 They had nothing to do with it. I did it. I did the
21 blog. I did the letter. And what the letter is, the
22 letter is an opinion basically of the evidence that's
23 listed. There's one, two, three, four, five, six,
24 seven, eight, nine, ten (INAUDIBLE; TALKING
25 TO SELF). There's approximately thirty pieces of

1 evidence that is scanned and posted on that blog,
2 and then that letter is an opinion of that evidence.
3 And no one else did that with me. Me. But then, in
4 -- let me -- if I could cover just a small timeline
5 here?

6 JUDGE: What was on the blog? Just
7 documents that you got from the Secretary of State's
8 office?

9 MR. DENNISON: Correct, and from the
10 Horry County Court records. There's one -- there's
11 actually one that's very interesting. There is -- I've
12 got that in that big blue one. There's a document
13 filed in 2013 that -- and I didn't even realize I had
14 that document and what it even was. I got it for the
15 signature page, because I was trying to determine
16 who the board members were at the time of the
17 dissolution, and there was a document that showed
18 some names on it, so I got several documents that I
19 had found. There was an amendment filed in 2013
20 as far as restricting rentals in Oak Forest, because
21 five of the new houses across from me had been
22 purchased by people from the developer --
23 purchased from the developer with the sole intent of
24 renting the houses, and the developer knew it and
25 okayed it. There was an amendment filed in 2013,

1 the fall of 2013 -- because they purchased about the
2 same time I did. I purchased my house -- I signed
3 papers September of 2013. So there was an
4 amendment filed over there that restricted rentals,
5 and the board member signatures on it weren't the
6 current board members. The president and the vice
7 president were, and it was dated, but there was two
8 board members on there that, when I traced back to
9 find who those board members were, they were
10 board members in 2010. But their names were on
11 that and are on that in public record. They are on
12 there as board members, and the date next to their
13 signature is 2013.

14 MS. HARRISON: Your Honor, I would just
15 object to this as not being the best evidence of this.
16 If he has a document that states that, then I would
17 say we would look at the document. And I would
18 just say this isn't -- his testimony is just his
19 testimony.

20 JUDGE: Well, it's really not relevant to this
21 particular lawsuit. So I mean, Mr. Dennison, it's
22 really not relevant to this particular lawsuit.

23 MR. DENNISON: Okay.

24 JUDGE: I mean, I understand what you're
25 saying. Believe me, I understand what you're

1 saying. But it's not really relevant to this lawsuit. I
2 mean, it definitely was related to your prior lawsuit,
3 but not this one.

4 MR. DENNISON: Well, when I found --
5 started seeing those things and finding those
6 documents, I started paying for copying, and I was
7 coming over in my spare time and spending time on
8 the computer to get more and more of these
9 documents. It started painting a picture of just
10 abuse, you know. A twenty-three year record of
11 abuse where these people come in and leave,
12 documents disappear, documents appear that there's
13 no explanation for, money's gone, no road repairs. I
14 started reading some of the minutes that I could get
15 from older minutes that showed major, major
16 amounts of road repair. They had no insurance,
17 couldn't get any insurance. And it just -- it
18 appeared to me like as if you'd take a lethal weapon
19 and hand it to a bunch of children, and they pass it
20 around to each other. And each one of them just do
21 what they want. And that's the pattern here. Roads
22 -- just this last two months, the pond, they
23 attempted to clean the pond out. It's still not
24 finished. The crew left and never did come back.
25 He did patch some holes in the roads of the old part

1 of the subdivision. The part we live in is brand
2 new. It's up to county ordinance. Everything had
3 to be done legal and right, and county inspected.
4 The original part of the HOA or Oak Forest is in
5 shambles over years of neglect. So I started
6 realizing that unless I could find some kind of proof
7 -- I really was trying to find some kind of proof that
8 could make me part of it, because I felt that
9 somebody surely had a duty to tell me that -- you
10 know, this situation before I bought a house in
11 there, that they had no insurance, the roads were in
12 such disrepair, and we were being made a part of it.
13 Because what I found out was that if you're part of
14 an HOA and it has no insurance, then if there's a
15 lawsuit, then -- and the people win, then there could
16 actually be a lien placed on everybody's home in
17 that subdivision until that money's paid. And I
18 hadn't been informed of any of this stuff. I had no
19 idea of any of this. Like I said, at my closing, I
20 wasn't given any documents. They didn't give any
21 CCRs. So in this process, once I found out this was
22 going on, I created this blog, and I created this
23 letter to let the homeowners know what's going on.
24 And that's when -- real quick, I've got this timeline.
25 I'd just like to -- it's just very short. It's something I

1 was trying to create here, but -- and I can give this
2 to you as evidence. Can I give this to Your Honor
3 as evidence?

4 JUDGE: Well, let Ms. ...

5 MR. DENNISON: She has one.

6 JUDGE: Ms. Harrison already has it? It's a
7 timeline that ...

8 MR. DENNISON: It's a brief description.

9 JUDGE: It's a timeline that you created?

10 MR. DENNISON: Well, no, it's actually -- it's
11 a description more or less of what the situation is
12 there.

13 JUDGE: And did you ...

14 MR. DENNISON: How many homes, their
15 average value, things like that just real quick of
16 what Oak Forest actually is. Because I know that,
17 you know, when you start talking, I know all this,
18 and it's in my mind. But the person listening is like,
19 "I don't even know what you're talking about." So
20 it's kind of just a brief description of what the
21 subdivision is, how many people are there, how
22 many homes.

23 JUDGE: I don't know if that's going to be
24 admissible. It may be. I don't know. What is that
25 document?

1 MR. DENNISON: It's just a brief description
2 that I was drawing up to help the Court better
3 understand the situation and what the case ...

4 JUDGE: So it's something you created? I
5 mean, you made that up?

6 MR. DENNISON: It's facts of the subdivision
7 as far as how many homeowners there is.

8 JUDGE: I mean, but you made it -- you sat
9 down at your computer ...

10 MR. DENNISON: Uh-huh. Correct.

11 JUDGE: ... and made it up?

12 MR. DENNISON: Correct.

13 JUDGE: Ms. Harrison, do you object to that?

14 MS. HARRISON: I do object to that, Your
15 Honor. I think that that's -- I mean, he can testify to
16 those facts that he knows, but I don't believe that
17 they should be on a document that ...

18 JUDGE: Okay. You can testify to everything
19 that's probably on that piece of paper, if you know
20 of those facts of your own knowledge, but that
21 piece of paper can't come in. Basically, that piece
22 of paper is hearsay, but you can testify to that.

23 MR. DENNISON: Because I've been asked
24 these questions before by attorneys I've talked to.
25 Oak Forest is a subdivision that is made up of

1 approximately a hundred and fifty-seven homes.

2 The average home value in the subdivision is about
3 a hundred and forty thousand dollars. It was
4 created by Tiffaney McDowell in 1994. Again,
5 we've already covered the change of agent. It was
6 done 2008.

7 JUDGE: Well, how -- okay. Now, that's one
8 name I don't know. I mean, I've seen Larry Paul
9 and L.W. Paul Construction Company, and I've seen
10 Steel Development, but I don't know who Tiffaney
11 McDowell is.

12 MR. DENNISON: Tiffaney P. McDowell is
13 Larry Paul's daughter. She managed his affairs at
14 the time. Her husband was the attorney that drew
15 up all the papers and did all the legal work for the
16 subdivision. He is ...

17 JUDGE: Who?

18 MR. DENNISON: ... George McDowell.
19 Tiffaney is -- Tiffaney P. McDowell is Tiffaney
20 Paul.

21 JUDGE: Did she develop it, or did Larry Paul
22 develop it?

23 MR. DENNISON: She was the manager over
24 the development of it.

25 JUDGE: Okay. But L.W. ...

1 MR. DENNISON: And the creator.

2 JUDGE: L.W. Paul Construction Company is
3 the one ...

4 MR. DENNISON: Is the deed holder.

5 JUDGE: Right, okay.

6 MR. DENNISON: Yeah, she was the
7 manager. She is the actual person that created the
8 HOA by filing articles of creation with the
9 Secretary of State in 1994. She created it.

10 JUDGE: I think we have those documents,
11 don't we?

12 MR. DENNISON: Uh-huh.

13 MS. HARRISON: That is correct, Your
14 Honor. That is part of Defendant's Exhibit 4.

15 JUDGE: Okay.

16 MR. DENNISON: So Oak Forest subdivision
17 was a hundred and fifty-seven homes. Dale Dobis
18 developed the five point eight acres under
19 Steeltown Development, Oak Forest Phase 3. The
20 deeds are filed separate. The deeds for Oak Forest
21 Subdivision were filed under Oak Forest, and to
22 find the twenty-seven deeds plus Lot 107, you have
23 to look in records under Steeltown Development to
24 this day. I'm one of those houses that's part of the
25 five point acres -- five point eight acres. So getting

1 back to that, I got those -- I made the blog. I daily
2 checked with the Secretary of State's website to see
3 if anything -- if they attempted to resolve it. What I
4 found out was that -- I can't say it. It's hearsay. So
5 I watched the Secretary of State's website. On July
6 1st, there was a new creation, a new entity showed
7 up, and it was Oak Forest Homeowners Association
8 HOA. So I called the Secretary of State again, and
9 I got that.

10 JUDGE: And do you have those documents?

11 MR. DENNISON: Yes. Okay. It will take
12 forever, so I'll stick to these. (GOING THROUGH
13 DOCUMENTS) It would be in that book you've got
14 that's A10. This is the creation that was filed in
15 July 10th of 2014 by Cedar Management, Daniel
16 Watson. They created a second entity, a new entity.

17 JUDGE: This will be Defendant's -- do you
18 have an objection to this one?

19 MS. HARRISON: I don't, Your Honor.

20 JUDGE: Okay. This is Defendant's Exhibit 6.
21 Okay, very good. Defendant's Exhibit 6, so
22 admitted.

23 (DEFENDANT'S 6 ADMITTED INTO EVIDENCE)

24 MR. DENNISON: And then also there was a
25 document filed that came up -- because I also

1 watched Cedar Management, too. There was a
2 document that came up that Cedar Management had
3 filed authorizing them to do business in South
4 Carolina, that they had not registered with the
5 Secretary of State as a company permitted to do
6 business in South Carolina. That would be over in
7 my other records, that actual document that shows
8 when they were -- when they did that. But they
9 filed a new -- for a new HOA, and then on August
10 6th, 2014, Daniel filed a lawsuit against me and
11 several other homeowners accusing of slander,
12 defamation, and sent several letters out. And I have
13 some of those letters. Sent several letters to
14 homeowners stating that everything in the blog was
15 lies, that they never had been dissolved, that they
16 were in good standing with community, and the
17 letter that he did send me definitely did have that
18 articles fastened to it. At one point, he even told --
19 the letter I got from the HOA stated that the
20 homeowners should seek lawsuits against the
21 people who told them the lies, the people who told
22 the other homeowners that the HOA was dissolved.
23 But so then the lawsuit started, so it made it
24 impossible to go to any board meetings, to talk to
25 anybody. You know, everything has to stay quiet

1 through all that, and it drug out through two years.
2 But during that time, I kept watching the Secretary
3 of State's website as to new records that would
4 show up and then -- let's see, A6 is another set of
5 records I got from the Secretary of State on
6 September 10th of 2014. And again, it would just
7 show the exact same thing as the ones I got in May.
8 There was no new filings. I have that here, if the
9 Court would like to submit as evidence. As of
10 September 10th, 2014, there still had been no
11 articles of correction or no attempt to reinstate the
12 old HOA.

13 JUDGE: Okay.

14 MR. DENNISON: I have it here. It's a
15 certified copy stamped for September 10th of 2014,
16 and this is the complete file from the Secretary of
17 State for Oak Forest Homeowners Association,
18 Incorporated.

19 JUDGE: That will be Defendant's Exhibit 12?
20 7. Defendant's Exhibit 7.

21 MS. HARRISON: Without objection, Your
22 Honor.

23 JUDGE: Without objection, so admitted.
24 (DEFENDANT'S 7 ADMITTED INTO EVIDENCE)

25 MR. DENNISON: And then I noticed that

1 right around August 2015 that there had been a
2 certificate of correction entered with the records,
3 but it only corrected the dissolution. It hadn't
4 corrected the change of agent. So as the correction
5 was stated, once it was done, the Oak Forest
6 Homeowners Association agent was still listed as
7 Community Management, Steve Peck. And these
8 were obtained -- they're certified copies from the
9 Secretary of State, on August 17th, 2015. That was
10 the first that articles of correction showed up.

11 JUDGE: Defendant's 8?

12 COURT REPORTER: Yes, ma'am.

13 JUDGE: It's 8, so admitted.

14 (DEFENDANT'S 8 ADMITTED INTO EVIDENCE)

15 MR. DENNISON: With that new creation that
16 was done on July 1st of 2014, there's a certified
17 copy from the Secretary of State stamped
18 September 4th of 2014. It's Exhibit L in the
19 answers that were filed by me, Paul Dennison, with
20 my answer. That is the entity that filed the lawsuit,
21 and there's also -- from court records of that
22 lawsuit, there's an affidavit. It's marked Exhibit M
23 in those answers, where Daniel Watson states that
24 this is a true HOA, and it says, "see attached," and
25 he filed it, and it actually is filed with the records

1 on that case, that it shows the certificate of
2 existence that started on July 10th, 2014, that he
3 filed this affidavit with the court records and had it
4 notarized and attached to it, the articles of
5 incorporation.

6 MS. HARRISON: Your Honor ...

7 MR. DENNISON: Of July 10, 2014, stating
8 that this is the true actual entity, Oak Forest -- proof
9 of Oak Forest HOA. It's just ...

10 MS. HARRISON: I don't think there's a
11 question that Mr. Watson tried to remedy the
12 situation as soon as he figured it out through doing
13 this. Nobody is arguing that fact. And so in the
14 interest of, you know, judicial economy, I would
15 just put that out there. We are not arguing that
16 Daniel Watson did that in order to try to remedy the
17 situation.

18 JUDGE: Okay.

19 MR. DENNISON: Back to the correction, the
20 first thing I saw of the correction was because I
21 downloaded the whole thing that showed the
22 instructions and the date when it adversely affects
23 somebody July 15 -- or July of 2015. So that left
24 me with all these other records that show that --
25 well, the uncorrected documents stands for me, and

1 that document dissolved it from 2010 to 2015, at
2 which time my house was built in April of 2013,
3 and I bought it in September of 2013.

4 JUDGE: Well, what concerns me -- of course,
5 in this ...

6 MR. DENNISON: There's no HOA.

7 JUDGE: What concerns me is we've got
8 Daniel Watson, who's the prior president. I believe
9 this affidavit was prepared by an attorney in a prior
10 lawsuit. And it says that the blog contained false
11 information stating that the association had been
12 dissolved, which was not false. It had been
13 dissolved. It clearly had been dissolved. Now, it
14 may have been reinstated or tried to be reinstated,
15 but it had clearly been dissolved. Maybe
16 erroneously, but it had been dissolved. We all
17 agree with that, don't we?

18 MS. HARRISON: Yes, Your Honor. But
19 Daniel Watson's not here, and I didn't prepare that
20 affidavit, so ...

21 JUDGE: I know you didn't. I know it was by
22 another attorney in another lawsuit. But I mean --
23 and in fact, the HOA sued several homeowners for,
24 I believe, liable and slander. Is that not correct?

25 MS. HARRISON: That's my understanding of

1 what the causes of action were.

2 JUDGE: And in fact, then tried to turn it
3 around and require these homeowners to pay
4 thousands of dollars in legal fees by this legal, who
5 had the prior president swear out a false affidavit.
6 And I find that to be basically malpractice.

7 MS. HARRISON: Your Honor, if I could --
8 and I don't know what the intentions were behind
9 this affidavit. However ...

10 JUDGE: Well, the whole lawsuit was
11 malpractice. The who lawsuit was based on liable
12 and slander.

13 MS. HARRISON: Your Honor, the ...

14 JUDGE: Was it not?

15 MS. HARRISON: This states that the blog
16 contained false information stating that the Oak
17 Forest association had been dissolved.

18 JUDGE: It had been.

19 MS. HARRISON: But the association had not
20 taken the proper actions under the act to dissolve.

21 JUDGE: But it had been dissolved. Maybe
22 erroneously, but it had been dissolved. And these
23 few homeowners merely said it had been dissolved.
24 Is that not correct? And ...

25 MS. HARRISON: They show that it was

1 dissolved with the Secretary of State's office.

2 JUDGE: Yes, ma'am. It had been dissolved
3 with the Secretary of State's office.

4 MS. HARRISON: However, once these
5 homeowners brought it to ...

6 JUDGE: Not immediately. They waited
7 almost another year. And then they waited several
8 more months before they changed the registered
9 agent.

10 MS. HARRISON: It was brought to their
11 attention, Your Honor, in ...

12 JUDGE: It was brought to their attention by
13 these same homeowners they turned around and
14 sued. Now, does that sound right to you?

15 MS. HARRISON: Your Honor ...

16 JUDGE: I believe you're going to say, no.

17 MS. HARRISON: Right. That's right. And
18 what my issue is, is that all of this ...

19 JUDGE: And then -- and then they want these
20 same homeowners to pay thousands of dollars in
21 attorneys' fees. Is that not correct?

22 MS. HARRISON: Your Honor, the issue in
23 this case ...

24 JUDGE: Yes. Yes, that is correct.

25 MS. HARRISON: ... is Mr. Dennison.

1 JUDGE: Pardon?

2 MS. HARRISON: The issue in this case is
3 Mr. Dennison.

4 JUDGE: And Mr. Dennison -- and they put
5 thousands of dollars -- I saw it in an exhibit which
6 you put into evidence.

7 MS. HARRISON: Yes, Your Honor. And
8 then we also put in a modified exhibit that did not
9 include those.

10 JUDGE: No, after I said I am not going to
11 consider that. That is awful. I mean, I understand
12 this has been a big mell-of-a-hess since the
13 beginning. And I can't put my finger on one person
14 who made it the mell-of-a-hess, but turning around
15 and suing the homeowners members for liable and
16 slander is not what should have happened. And I
17 know, Ms. Harrison, you didn't do it. I know you
18 didn't do it, and I don't believe you or your partners
19 would have recommended that lawsuit. I don't
20 believe you would have. I believe you would have
21 recommended some other way to get that resolved.
22 But you did, in this lawsuit, want Mr. Dennison to
23 pay thousands of dollars in attorneys' fees for that
24 liable and slander lawsuit, or at least your client
25 did, and I don't think that's the right way to go

1 about it. Okay. Now, where were we?

2 MR. DENNISON: That besides creating the
3 new entity in 2014 to file the lawsuit, then in 2015
4 there appeared a dissolution of that same entity. So
5 I got that evidence from the Secretary of State.

6 JUDGE: And I think we're about there. I
7 mean, I know we've gone over about just about
8 everything. But keep on going. I don't want to beat
9 a dead horse, or I don't want you to beat a dead
10 horse. But I want to make sure that you, especially
11 as a pro se litigant, have gotten in every evidence --
12 every piece of evidence you need to get in.

13 MR. DENNISON: Okay. Okay. I would like
14 to -- I've already introduced it, to point out this
15 evidence. It is Exhibit E of the answer of the
16 Defendant that was filed. That -- in accordance
17 with my reply, eleven of Defendant's statement 1,
18 you can see paragraph two, page six states that on
19 those March minutes of 2012 -- that's Exhibit F.
20 (INAUDIBLE; TALKING TO SELF) Okay, page
21 two, paragraph six. Yeah, of Exhibit E, page two,
22 should be a -- yeah, paragraph six. Daniel Watson
23 talks in that meeting -- and this is as recent as 2012
24 -- that the search for a new insurance provider was
25 canceled. No explanation why. We had already

1 paid for the year, sent the check back. He had no
2 insurance. That actually started a period in the
3 minutes in January of 2010, it's irrelevant. It's just
4 at that time at 2012, they had no insurance, because
5 that's getting pretty close to the time I bought my
6 house. So later on, in another letter, he states -- and
7 I've got -- let's see. Exhibit F. Yeah, okay. Okay.
8 That was Exhibit F. There's another one, and then
9 in that minutes, the March minutes of 2012, he
10 states in there the reason they can't get insurance is
11 that Temperance Drive, which is the main road that
12 goes in -- there's three roads. The main road that
13 goes in, the cheapest bid they got to repair it,
14 because it never had been repaired since 1988,
15 when it was first put in place, was two hundred and
16 forty-eight thousand dollars. And for the HOA to
17 get insurance, that had to be repaired. And that was
18 as recent as March 12th, 2012. And to this date,
19 that road is still in that condition. It hasn't been
20 repaired. Okay. Then in Exhibit G, it also shows
21 that that pond on Morlynn Drive, through years of
22 neglect, shows that cost of cleaning that pond would
23 be fifty-two thousand dollars. And then also there's
24 an Exhibit H that was an answer to interrogatories,
25 which is a sworn statement. And this was obtained

1 in January 6th of 2015. The second page, line 3,
2 "Set forth names and addresses of all the insurance
3 companies." That was a request for documents
4 from them on (INAUDIBLE)

5 MS. HARRISON: Your Honor ...

6 MR. DENNISON: The answer is none, by
7 Daniel Watson.

8 JUDGE: All right. I got you. Wait just a
9 minute.

10 MS. HARRISON: I would object to going
11 through every single one of these attachments to the
12 Plaintiff's complaint, particularly this one in regards
13 to the fact that it is hearsay.

14 JUDGE: All right. I guess what he's trying to
15 show is that there has not been insurance since
16 2011, except I believe Mr. Gregg testified that there
17 is presently insurance as of January -- since he
18 became president.

19 MR. GREGG: It was in place already, but yes.

20 MR. DENNISON: But there is a way that we
21 can get those documents from the HOA showing
22 insurance, that there is insurance? I think we
23 already covered the fact -- can I step back here to
24 my ...

25 JUDGE: Yes, sir.

1 MR. DENNISON: Back where I was at a few
2 moments ago, I was talking about Cedar
3 Management, and I went to their website, too. But
4 they filed for -- they had to do an application for a
5 certificate of authority by foreign or limited liability
6 corporation to transact business in South Carolina.
7 The copy I got was on September 4th of 2014, and
8 they actually filed this on July 7th of 2014, so they
9 filed this a week -- or a few days before. Them and
10 Cedar Management and Daniel Watson created the
11 new HOA in 2014, the one that they used as a
12 sworn affidavit that that is our true creation, to file
13 the lawsuit. This is what they had to file, but at that
14 time, they still didn't do a change of agent or
15 attempt to a correction or change of agent. They
16 just filed this in order to be able to operate as an
17 entity in the state of South Carolina, because they're
18 a North Carolina corporation.

19 JUDGE: What are you looking at? Are you
20 going to put that into evidence, or is it already into
21 evidence?

22 MR. DENNISON: It is -- it's actually it's not
23 in evidence. I haven't put it into evidence.

24 JUDGE: You need to put that into evidence,
25 because you're testifying about it.

1 MR. DENNISON: Yes. That Cedar
2 Management didn't even appear to have a legal right
3 to be the property manager agent over Oak Forest
4 HOA until that was filed in 2014.

5 JUDGE: Okay, so you're offering articles of
6 incorporation of Cedar Management Company?

7 MR. DENNISON: It is a certificate. It's an
8 application for a certificate of authority by a foreign
9 limited liability corporation to transact business in
10 South Carolina.

11 JUDGE: Okay, very good. And you're
12 offering that into evidence?

13 MR. DENNISON: Yes. That they filed that a
14 few days before they created the new HOA, the new
15 entity that was dissolved in 2015.

16 JUDGE: That's Defendant's Exhibit 9?

17 COURT REPORTER: Yes, ma'am.

18 MS. HARRISON: No objection, Your Honor.

19 (DEFENDANT'S 9 ADMITTED INTO EVIDENCE)

20 MR. DENNISON: And I just wanted to point
21 out, as far as my testimony, none of these actions
22 that the HOA was doing as far as a new creation of
23 a new entity, dissolution of that entity, the actual
24 lawsuit, none of it was discussed at a board meeting
25 or told to any of the homeowners, except in a letter

1 after it was all done. It was not brought up at board
2 meetings. It was not discussed.

3 JUDGE: And how do you know that?

4 MR. DENNISON: Because they constantly
5 every month sent me minutes. I have minutes of
6 every bit of minutes that they supplied.

7 JUDGE: And you've read all those board
8 minutes?

9 MR. DENNISON: I sure did. Every one of
10 them.

11 JUDGE: And all the HOA minutes?

12 MR. DENNISON: Uh-huh. Yep.

13 JUDGE: And none of that was discussed?

14 MR. DENNISON: No, not till after the
15 lawsuit was put in place and they had filed and got
16 the new entity, the new corporation. After they did
17 that, then they released a letter to the homeowners
18 telling that they had entered into a lawsuit with
19 several homeowners for slander and liable, for
20 stating that the HOA had been dissolved. Yeah,
21 they never took it up at any of the board minutes.
22 They just did it like privately amongst themselves.

23 JUDGE: So to bring the lawsuit wasn't voted
24 on, either?

25 MR. DENNISON: No.

1 JUDGE: Do you have the Defendant's
2 exhibits there?

3 COURT REPORTER: Yes, ma'am. I do.

4 JUDGE: I'm sorry?

5 COURT REPORTER: I do.

6 JUDGE: Okay, great. Thank you. May I
7 have those?

8 COURT REPORTER: They're in reverse
9 order.

10 JUDGE: That's great. At least they're in some
11 order. Okay. You may go ahead, Mr. Dennison.

12 MR. DENNISON: Just my line twenty-seven,
13 I state again that between 2010 and 2015, the
14 original articles were dissolved, and that's what I
15 relied heavily on, is that I was not even in the HOA.
16 I never joined. But ...

17 JUDGE: You never joined what? I'm sorry.

18 MR. DENNISON: I never joined the HOA.
19 Nobody had ever approached me and said, you
20 know, "Would you like to join?" I was made an
21 offer by the HOA to pay four thousand and
22 something dollars, and sign a paper stating that I
23 agreed that they were a legal HOA, and that I was
24 part of it in 2015, by their attorney. Yeah, it was
25 before Linda Gangi stopped being my attorney,

1 because my insurance pulled her. But they made
2 that offer to me, and I turned it down. She advised
3 me, "No, you're not going to accept that offer." But
4 they wanted me to pay a big portion of their
5 attorneys' fees for the lawsuit that they had filed
6 against me. In fact, I think that's in there -- that
7 filed against me, and agree -- and sign a paper
8 stating that they were a valid HOA, and I was part
9 of it.

10 JUDGE: Was that part of the agreement, the
11 proposed agreement in the other lawsuit?

12 MR. DENNISON: Correct. Yeah, they did
13 that. But I still maintain that, you know, there was
14 no existing HOA at the time my house was bought -
15 - or when it was built and when it was bought.

16 JUDGE: Well, I saw in some of your answer
17 the HOA meeting or the board meeting -- I'm not
18 sure if it was a board member -- a board meeting or
19 an HOA minutes that said they will recoup all of
20 their fees.

21 MR. DENNISON: Correct.

22 JUDGE: For the prior lawsuit.

23 MR. DENNISON: Correct. I don't know
24 which one that was in. I've got one file here that
25 I've got every bit of minutes they turned over from

1 2010. They only turned over two minutes for 2010
2 -- three, three. September, November, and
3 December. What I was trying to find out was I was
4 trying to get ahold of minutes for meetings for
5 2007, 2008 and 2009. Because I thought if I could
6 get my hands on those minutes, that might shed
7 some light on whether there was discussions of
8 Community Management being the manager, or
9 discussions of Tiffaney Paul doing a change of
10 agent, anything like that. And for that period,
11 Daniel Watson still insists that the computer
12 crashed, and they don't have any records prior to
13 2010. But even the records he supplied only started
14 right about November of 2010. Prior to that, they
15 would not give any records. They said their
16 computer had crashed, and they had no records.

17 JUDGE: The HOA's computer crashed?

18 MR. DENNISON: Correct.

19 JUDGE: Or the property management
20 company's computer crashed?

21 MR. DENNISON: He said the HOA's
22 computer had crashed.

23 JUDGE: Well, that happens.

24 MR. DENNISON: And so they had no
25 records. But I notice in the financial statements --

1 we were able to get ahold of a few financial
2 statements. Those were generated by Cedar
3 Management starting in 2010, that in all of those
4 statements they had sent them out like quarterly, I
5 think, there in the beginning. Quarterly or biannual.
6 That in all of those, there was always entries for
7 supplies from Office Depot, you know, print paper,
8 all kinds of charges there that the HOA had incurred
9 for going and getting these items that you would
10 keep hard copy records. But there's no hard copy
11 records, they said. So I just -- I found it really
12 peculiar that we couldn't -- if we could have got
13 ahold of the minutes for that period, it could have
14 backed up their word. If there was nothing in those
15 minutes, no discussions about a change of agent, no
16 discussions about Community Management, no
17 discussions about dissolution, that would have
18 totally backed up their story. But if there was
19 discussion in there about where there was that being
20 discussed, then that would kind of put a nail in
21 them, because it would be hard to say, "Well, we
22 didn't know about the dissolution, but we talked
23 about it in 2009." So that was purpose of wanting
24 those records, but those are the records that they say
25 don't exist. They don't have them. So I just had to

1 go with what was given. So that in -- yeah, the
2 Exhibit O in the answer is the dissolution that
3 Daniel Watson filed with the Secretary of State
4 dissolving the HOA that was created in 2014. And
5 a question there -- which I got this from the
6 Secretary of State on March 15th, 2016. It's a
7 certified copy. Because by that time, they had it to
8 where you could actually just put in your credit card
9 number and they would email you the documents,
10 so I got this one. And it's filled out just like the
11 other dissolution. It says it was adopted by the
12 board of directors. It's notarized. It's signed by
13 Daniel Watson. And you know, a lot of their claim
14 all along that the one by Peck wasn't authentic. It
15 couldn't be, because it would take two thirds
16 majority vote of homeowners and all that. That's
17 another thing, I didn't find in the CCRs where it
18 stated that, but they said it did. But this dissolution
19 here wasn't voted on. This dissolution wasn't
20 discussed at a board meeting. This dissolution was
21 done without anybody knowing it, other than
22 anybody -- you know, somebody like me that was
23 watching the Secretary of State's website, so then
24 that's why I have it, and it is Exhibit O.

25 JUDGE: It says it was. It says it was duly

1 adopted by a majority of the board of directors.

2 MR. DENNISON: Correct. But in his defense
3 before on the dissolution, the prior dissolution, he
4 said, well, for it to be legal, it would have had to
5 been voted on by the majority of the homeowners.
6 Like the elections are supposed to be held. There
7 are supposed to be a majority of the homeowners
8 present for an actual election to change the board
9 members or to do an amendment. We have to have
10 a quorum, a majority of the homeowners. He
11 claimed that that's what made that dissolution
12 worthless, because it wasn't approved by the
13 homeowners. Well, here we've got this one that he
14 did in 2015. He didn't get approval of the
15 homeowners. He didn't even put it in the minutes.
16 He didn't tell anybody about it.

17 JUDGE: Well, he didn't have to get approval
18 by the homeowners, he says. He says he got
19 approval by a majority of the board of directors.

20 MR. DENNISON: Right, in this one, yeah.
21 And that's what the other dissolution in 2010 says,
22 it's just approved by the board of directors. There
23 was another in my answer, another ...

24 JUDGE: Do we have this one in? Do we have
25 this articles of dissolution in evidence?

1 MR. DENNISON: Yes, that is Exhibit O.

2 JUDGE: I mean, is it in evidence?

3 MR. DENNISON: Yes, it's in the evidence
4 that was originally put with my answer.

5 JUDGE: Yeah, but is it in evidence?

6 MR. DENNISON: Oh, no. Okay. I was like
7 under the assumption that if it was put in the
8 answer, then it became evidence, but it's not?
9 Okay.

10 JUDGE: And that's Defendant's ...

11 COURT REPORTER: 10.

12 JUDGE: 10. Ms. Harrison, without
13 objection?

14 MS. HARRISON: No objection, Your Honor.
15 (DEFENDANT'S 10 ADMITTED INTO EVIDENCE)

16 MR. DENNISON: Okay. As to my answer,
17 number 32 is -- or my reply to their paragraph three
18 about BB&T being my bank. I supplied the
19 evidence with a dispute that I filed with -- or gave
20 to -- emailed to attorney Saraniti in 2016, when she
21 first filed the case against me. Evidence showing
22 that BB&T was not my bank.

23 JUDGE: And who had -- you mean who has
24 your mortgage now?

25 MR. DENNISON: Correct. And then I have

1 other evidence, too, to show that. But in this
2 dispute, which they never answered -- the attorney
3 never answered back. Well, the last answer was,
4 "I'll get with my client and let you know
5 something."

6 JUDGE: What attorney didn't answer back?

7 MR. DENNISON: Elizabeth Saraniti. She
8 was the original attorney that filed the foreclosure
9 against me.

10 JUDGE: Well, she's Ms. Harrison's partner.
11 Well, her client wouldn't know anything about your
12 -- I don't know why she said that. Her client
13 wouldn't know anything about your bank.

14 MR. DENNISON: Right, but they had put in
15 their statement that BB&T had some interest in my
16 foreclosure proceedings. So when I -- finally, I had
17 never gotten a bill. Didn't know what the liens
18 actually were for until she sent me an itemized
19 statement, and then that's the one that showed the
20 attorneys' fees on there. I sent her a dispute, and in
21 that I put evidence that BB&T was not my mortgage
22 holder, that US Bank was. And I have listed some
23 of that evidence ...

24 JUDGE: When did that assignment take
25 place? Do you know?

1 MR. DENNISON: Yes, because I have
2 additional evidence right here. I went in my records
3 and found that. Okay, that assignment took place
4 effective February 1st, 2014, just a few months after
5 I bought my house.

6 JUDGE: The assignment from BB&T to US
7 Bank, N.A.?

8 MR. DENNISON: Correct.

9 JUDGE: And that's recorded?

10 MR. DENNISON: Correct. There's a website
11 called MERS Services that shows US Bank being
12 my bank, but I also have copies ...

13 JUDGE: That's okay. You don't need to put
14 that in. Is that recorded in Horry County?

15 MR. DENNISON: One of these statements
16 says it is.

17 JUDGE: Okay. Is that not showing up in your
18 title notes?

19 MS. HARRISON: It's not showing up on our
20 title search, Your Honor.

21 JUDGE: Okay. As long as there's a mortgage
22 showing up, that's the main thing.

23 MR. DENNISON: Okay. One other thing I
24 had a question with the foreclosure filing itself is
25 that when I got the liens -- well, I got the actual

1 action filed by the HOA. And I was looking at the -
2 - looking at the lien itself. Of course, the amount, I
3 had no idea what it was for. I hadn't got a bill from
4 Cedar Management since April of 2014. They had
5 not sent me a bill. The HOA had not -- the only
6 thing I had gotten was the minutes every month that
7 they had. Sometimes in a year they only had
8 meetings six times, seven times. They never have a
9 full twelve. But periodically I would get a letter in
10 the mail that would say it was minutes of the
11 meeting, and then he sends out a newsletter. Which
12 actually I've got all those right here for 2015, '14,
13 and '13 going backwards, and many of the minutes.
14 He talks -- he talks bad about -- he doesn't point a
15 finger to a name, but ...

16 JUDGE: Wait a minute. Who is he?

17 MR. DENNISON: Daniel Watson, the
18 president of the HOA.

19 JUDGE: And what does he do?

20 MR. DENNISON: He's constantly telling
21 people that the letter and the blog was a lie. One
22 letter he tells to people that stop paying their dues
23 and had to pay huge late fees and such, or were
24 turned over to collections and had to pay attorneys'
25 fees, that they should turn around and sue me. He

1 doesn't specify my name, but the person who posted
2 the letter in the blog, they had all rights to sue me,
3 because I had misinformed them. That again, the
4 HOA had never been dissolved, it was a good
5 standing entity. Just letter after letter. I got those,
6 but I never got one bill from Cedar Management
7 stating that I owed any money after about April
8 2014.

9 JUDGE: Of 2014? And was that before the
10 lawsuit was dismissed?

11 MR. DENNISON: Correct. The lawsuit was
12 pending.

13 JUDGE: So you have not received a single
14 bill since 2014, before this lawsuit was dismissed?

15 MR. DENNISON: Correct, even to this day. I
16 still have not -- the only things I have that has a bill
17 that shows any money, the first thing I got since
18 that date was the statement from Elizabeth Saraniti
19 when I filed the dispute with her in October. Is that
20 right? October of last year.

21 JUDGE: And the dispute is once this lawsuit
22 was filed?

23 MR. DENNISON: This dispute and all was
24 done once this foreclosure filing -- yeah. She sent
25 me a bill from Cedar Management. That's when --

1 that's the first bill I've seen since 2014.

2 JUDGE: And that was attached to the
3 summons and complaint in this lawsuit?

4 MR. DENNISON: She sent it to me through
5 one of her emails. I'd emailed her after I got notice
6 of the summons and complaint, and asking her what
7 the liens were for. And she emailed me that one, an
8 itemized -- you know, what's this money for? So
9 she sent me a bill which was Cedar Management's
10 letterhead, like they submitted into evidence.
11 Actually it's one they did submit into evidence that
12 showed the 2015 entry for the attorneys' fees, the
13 court settlement, and also my fence fine, which I've
14 got emails in here which were obtained through
15 discovery.

16 JUDGE: Okay, wait a minute. Wait a minute.
17 The Plaintiff in this lawsuit never sent you a single
18 bill since before the prior lawsuit was dismissed?

19 MR. DENNISON: Correct.

20 JUDGE: They just sued you?

21 MR. DENNISON: Correct.

22 JUDGE: Okay.

23 MR. DENNISON: Never sent me a bill of any
24 kind, but periodically I would get those minutes, but
25 never a bill. Never a bill. I never did receive

1 another bill from about May 2014 to even this day,
2 I've never received a bill for anything. The first
3 sign I saw of a bill was when Elizabeth Saraniti sent
4 it to me, and then that's when I filed a dispute with
5 her about the bill. Yeah, no bills. They haven't sent
6 me a bill, nothing.

7 JUDGE: Okay. And before the prior lawsuit
8 brought with David DuRant, did you receive bills
9 periodically before that?

10 MR. DENNISON: I had received the January
11 bill, but I hadn't paid it yet.

12 JUDGE: I guess what I'm asking you is how
13 the HOA collected dues. Did they send bills, or did
14 you just know to pay? Or did you have a coupon
15 book? Did they send periodic bills?

16 MR. DENNISON: Every three months, they
17 bill you.

18 JUDGE: Okay. And you have not received a
19 bill since the prior lawsuit was dismissed?

20 MR. DENNISON: Correct.

21 JUDGE: Okay. Thank you.

22 MR. DENNISON: I knew the old way -- I can
23 tell you this. I knew the old way. When it started, it
24 was five dollars a month. The BB&T across the
25 street held the bank account right there at Farrow

1 Parkway, or Socastee, whatever you want to call it.
2 There's a BB&T right there across from the
3 subdivision. You got a postcard, just a simple
4 postcard, because I think -- what is it, five cents
5 postage? Something so cheap. So you got a
6 postcard to remind you to pay your dues, and you
7 would take that and pull up to the drive-up window
8 there at the BB&T and just pay it right there. They
9 handled the account, the BB&T across the road did.
10 When Daniel Watson took over and Cedar
11 Management, they closed the accounts that we had
12 in Conway with Conway Bank, and transferred
13 everything to a bank in Charlotte, that all the money
14 now goes to Cedar Management, and they deposit it
15 in a bank in Charlotte, North Carolina. It's not even
16 held in the state of South Carolina, and there's -- the
17 only records you could -- if you could get any to
18 rely on or see anything about the money is held by
19 them.

20 JUDGE: Okay.

21 MR. DENNISON: Yeah. Before, when --
22 because it's a small subdivision. People come in
23 and live two or three years and move out. They get
24 a bigger house, or a better job, or, you know,
25 transfer. It's easy to get transferred out of Myrtle

1 Beach. But then they're not there any more. So you
2 had these board members coming and going,
3 coming and going. Everything was kept at that
4 bank, and you know, the bank had the statements.
5 You know, if somebody new come in, you just
6 walked in Conway bank, "I'm the new president,
7 you know." If the old president didn't provide you
8 with how much money has been paid, you know,
9 the bank took care of that. Once that was all
10 transferred to Cedar, everything changed, because
11 there's no way to -- there's less accountability with
12 it the way it is. Because the way it was with the
13 bank being across the street, any one of us that
14 could have been upset, or not happy and run for
15 board, they could have walked in there and got a
16 financial statement, and you can't now. Yeah, you
17 can't, but that's the way it used to be. But when I
18 got the lien -- when I got the action that was filed
19 by the HOA and I read over it, I was going over it,
20 and I don't know what -- if this has anything to do
21 with it. I'm just going to say something here that I
22 ran across, that I think is a very important issue
23 myself. That Daniel Watson's lien, she filed that in
24 the action. I had no idea he'd filed that lien. It was
25 about two weeks before the court hearing that they

1 didn't show up for. He filed this lien. He filed one
2 against me for three thousand, nine hundred and ten
3 dollars (\$3910.00), and one against Jeff for three
4 thousand, six hundred dollars (\$3600.00) on the
5 same day. There was no description as to what it
6 was for other than just assessment, and he didn't
7 give a description. But then later on it shows in that
8 same action that Elizabeth Saraniti went and filed a
9 correctional lien -- a corrective lien for a different
10 amount. And again, I had gotten no bill from
11 anybody stating what that was. In fact, the day that
12 she filed that lien on my property to correct Daniel's
13 lien was the same day that she filed for a
14 foreclosure against my property. She filed that on
15 August 16th, 2016 was when she filed the
16 corrective lien and then immediately filed for
17 foreclosure on my property. The problem with that
18 was, as I was going over that, the description that
19 she has in Exhibit A that she says is a description of
20 my property, nowhere could I find it on my deed or
21 anybody else's deed that description. And I laid
22 those descriptions real close together and compared
23 them, and the words have been changed. There
24 have been words removed and words added, in an
25 attempt, I guess, to remove that previous deed. It's

1 the third paragraph that outlines the deed that my
2 deed's actually drawn from, and that paragraph's
3 been altered.

4 JUDGE: Let me ask you, you don't live in a
5 condo, do you?

6 MR. DENNISON: No, we live in single-family
7 homes. We have -- our lots are about a quarter acre
8 or less.

9 JUDGE: Okay. Because it says this -- on the
10 transmittal sheet, it says it's a condo lien.

11 MR. DENNISON: That's what they filed,
12 those condo liens, because in a horizontal property
13 regime, the HOA has a right to file a condo lien
14 without getting a judgment. Because in a condo or
15 horizontal property regime, you don't actually own
16 the ground or what's below you. Like if you're two
17 story and you're on the second floor or a condo, you
18 don't own the property. And that's what those liens
19 are intended for. They're horizontal property liens,
20 but they file those condo liens to get the
21 foreclosure. And then at the foreclosure, they ask
22 for a judgment lien.

23 JUDGE: Do you own your property?

24 MR. DENNISON: Yes.

25 JUDGE: Well, then this isn't proper.

1 MR. DENNISON: And actually I'm a
2 previous federal employee along with Melissa Bell,
3 and there's a law in the state of South Carolina that
4 you can't file a -- the only type lien you can file
5 against a previous federal or state employee is a
6 judgment lien on their real estate. And these aren't
7 judgment liens. But I think Melissa found that law
8 and informed me about it.

9 JUDGE: Okay. All right. Thank you. Okay.
10 Anything else, Mr. Dennison?

11 MR. DENNISON: I have the evidence from
12 my closing documents. There's something in this
13 one that I wanted to present to the Court. Since
14 they brought it up and it was introduced as evidence
15 on the Plaintiff's part, my actual deed, which is
16 here, and I've got marked as A22. You have that in
17 your records. There's the exhibit that is marked
18 A21 is the actual description that Elizabeth Saraniti
19 put in her lien. And then this exhibit marked A20 is
20 both descriptions put together, Elizabeth Saraniti's
21 description at the top and my true description from
22 my deed at the bottom. The paragraph three --
23 where you've got one paragraph, the line, and a
24 paragraph. The paragraph three, just to compare the
25 two, you can see what I'm talking about, because

1 the reference to my deed being drawn off of Deed
2 Book 3398, page 3099, that that deed clearly shows
3 the description of the quitclaim deed. But that's
4 been changed. That's been altered, and I'd like to
5 submit that as evidence to the Court, because I
6 know that the description ...

7 JUDGE: Your deed's already in evidence.

8 MR. DENNISON: It's crucial.

9 JUDGE: Your deed's already in evidence as
10 Plaintiff's Exhibit 6.

11 MR. DENNISON: Okay. And that would be
12 what I've got here marked as A22.

13 JUDGE: Is that correct?

14 MR. DENNISON: Correct.

15 JUDGE: No, that's not your deed.

16 MR. DENNISON: Yeah, they submitted my
17 deed as evidence. The Plaintiff submitted my deed
18 as evidence. I can look here and see.

19 JUDGE: Number 8?

20 COURT REPORTER: It might be. 6 is the
21 deed from L.W. to Steeltown.

22 JUDGE: Yeah, that's right. That's not it.

23 MR. DENNISON: Oh, their Exhibit 8. They
24 entered my deed as Exhibit 8.

25 JUDGE: Well, it's already in evidence, so you

1 don't need to put another one in, I don't think.

2 MR. DENNISON: Okay. The reason I had it
3 right here with this description is so it would be a
4 quicker, easier way to reference it. But this
5 description that they filed with the lien, it's been
6 altered to remove that deed.

7 JUDGE: No, sir. That's always altered, when
8 -- once it's been deeded to you, that paragraph's
9 always altered to show that it's been conveyed unto
10 you. See where it says, "This being the identical
11 property conveyed unto Paul M. Dennison." It
12 changes it to show that it's not -- it's been conveyed
13 to you.

14 MR. DENNISON: But that's not on my deed.

15 JUDGE: It can't be on your deed.

16 MR. DENNISON: I didn't find it anywhere in
17 any court records. This is the first paper I've seen
18 this paragraph worded that way.

19 JUDGE: You're talking on the lis pendens?

20 MR. DENNISON: Correct.

21 JUDGE: Because ...

22 MR. DENNISON: And the lien.

23 JUDGE: Because that's the first time that it
24 shows that it was conveyed to you.

25 MR. DENNISON: Okay. I have a lien where

1 Mark Neill filed against Deborah Walker. She's in
2 Steeltown, also.

3 JUDGE: Well, it should show, "This being the
4 identical ..."

5 MR. DENNISON: It shows identical ...

6 JUDGE: "... property conveyed unto her."
7 And if he didn't do it that way, he didn't do it right.

8 MR. DENNISON: He put the description in
9 his lien is the description of her property identical
10 to what was on her deed.

11 JUDGE: Well, he should have changed that ...

12 MR. DENNISON: He should have changed
13 that paragraph?

14 JUDGE: He should have changed that
15 paragraph, and put "This being the identical
16 property conveyed unto," and put her name from --
17 if it -- if she got her deed from Steeltown
18 Development, he should have changed it there.

19 MR. DENNISON: Also I had something the
20 attorney files the lien changes. Well, David DuRant
21 filed five liens on Chinese of that same subdivision,
22 Steeltown, and he again left it identical.

23 JUDGE: They're just being lazy.

24 MR. DENNISON: The only other thing I have
25 -- and we've already stressed it. I would like to

1 make sure and put it into evidence on my behalf is
2 Exhibit T, the quitclaim deed. Because the
3 quitclaim deed is referenced in all the plats, and it's
4 referenced in the deed that my property's drawn off
5 of. It's the only restriction. And that quitclaim
6 deed, the restriction on it plainly states that it -- my
7 property, as part of the five eight acres, is to forever
8 be severed from Oak Forest Homeowners
9 Association, Incorporated.

10 JUDGE: I'm sorry?

11 MR. DENNISON: That quitclaim deed states
12 that my property -- like I said, this is the only
13 restriction that shows up on the plats and the deed
14 that my deed's drawn off of, that this quitclaim deed
15 said that forever -- L.W. Paul, Incorporated, its
16 successors and assignees forever, so that neither
17 Oak Forest Homeowners Associated, Incorporated,
18 the grantor, nor its successors and assigns, comma,
19 nor any other person or persons, comma, claiming
20 under it shall at any time hereafter by any way or
21 means have claim or demand any right or title to the
22 aforesaid premises or appurtenances or any part or
23 parcel thereof forever." And he totally severed the
24 five point eight acres from Oak Forest, Incorporated
25 before he sold it to Dale. And this quitclaim deed,

1 the restriction on it is plainly stated on Dale's deed,
2 and my deed was drawn from Dale's deed, that
3 there's no deed previous to my deed or Dale's deed
4 that show anything other than this. And the
5 restrictions -- and just like the plats, the restrictions
6 show up this TMS number of this quitclaim deed
7 are the only true restrictions on ...

8 JUDGE: Are you saying that there are no
9 restrictions to your deed, that they belong to the
10 HOA? Is that what you're trying to say?

11 MR. DENNISON: Correct.

12 JUDGE: And why is that?

13 MR. DENNISON: Because of this quitclaim
14 deed. That when he filed this quitclaim deed and
15 severed the five point eight acres from Oak Forest,
16 Incorporated, he sold it to Dale Dobis. And on that
17 deed of Dale Dobis's, from him to Dale, the only
18 restriction he puts on there that shows up is this
19 quitclaim deed, that says it's severed from Oak
20 Forest forever. And this is the same deed that's
21 referred to on both plats. And the plats -- one plat
22 ...

23 JUDGE: Are you saying that your property
24 wasn't part of Oak Forest?

25 MR. DENNISON: Correct. From the

1 beginning. It couldn't be. It was severed from this
2 deed. And this deed even appears on the plats and
3 on Dale's deed, but it's like I guess nobody wanted
4 to go to the courthouse and find out what this deed
5 was. What got me looking at it ...

6 JUDGE: I don't understand what you're
7 saying.

8 MR. DENNISON: Okay. On the plats that are
9 on my deed, when I look at my deed, it refers to a
10 plat ...

11 JUDGE: Just a moment. Everything I see, the
12 plats and everything, show that you are squarely a
13 part of Oak Forest.

14 MR. DENNISON: We're like between Oak
15 Forest and the industrial park. We're five point
16 eight acres. Well, it's in the -- it's in the plat. You
17 can see it. I can show you exactly, because the
18 surveyor shaded in a map on the plat. Here's the
19 plat right here. He shaded in a map showing where
20 it was at. Here's the five point eight acres. It was
21 actually between Oak Forest and the industrial park.
22 Yeah. The plat that they showed for evidence, this
23 is a bigger part of it. But this over here is the
24 industrial park. Yeah. He's got a little sketch
25 where it's shaded.

1 MS. HARRISON: Mr. Dennison, which plat
2 is this? 240 or ...

3 MR. DENNISON: (INAUDIBLE) I lost my
4 sticker off my plat. 248 at 160, which they're
5 actually almost identical plats. This is the other
6 one.

7 JUDGE: I'm looking at Plaintiff's 7. This
8 says, "Final plat for Steeltown Development, LLC,
9 of Oak Forest, Phase 3." Is that what you've got
10 there, sir?

11 MR. DENNISON: Yeah, I've actually got
12 both plats. There's two plats. One plat is -- both
13 plats are laid out on Dale's deed, where on my deed
14 there's only one plat, and that's this plat.

15 JUDGE: Okay. Both of them say "Final plat
16 for Steeltown Development, LLC"?

17 MR. DENNISON: One of them says,
18 "Boundary and wetland survey for Steeltown
19 Development, LLC."

20 JUDGE: Okay, look at mine. I don't know
21 that mine says that. This one says, "Final plat for
22 Steeltown Development, LLC, of Oak Forest LLC,"
23 down in the righthand corner there.

24 MR. DENNISON: Right. Okay, that's the plat
25 that is researched on my deed.

1 JUDGE: And it looks like it's signed off.

2 Approval for recording. It appears to me as if it's
3 signed off for everybody in Horry County, by
4 everybody that it needs to be signed off for in Horry
5 County. Now, it's not -- it says, "approval for
6 recording" right here. Okay, see I'm the same. I
7 have to have mine way over here.

8 MR. DENNISON: Yeah. Yeah, there's
9 signatures there.

10 JUDGE: One thing I don't see, and I don't
11 know what this is. It's not signed off for here. Ms.
12 Harrison, if you want to, you can up here. But you
13 don't have to, because I don't know what we're
14 doing at this point.

15 MS. HARRISON: Okay. I'll just ...

16 JUDGE: Now, can you open this up all the
17 way, so we can see what we're looking at? I think
18 this says final plat for Steeltown Development of
19 Oak Forest, Phase 3.

20 MR. DENNISON: Yeah, that's the one ...

21 JUDGE: And it has your lot in it.

22 MR. DENNISON: Yeah, my lot's here. It's
23 26.

24 JUDGE: And it has yours in there, so ...

25 MR. DENNISON: I'm part of that five point

1 eight acres. This is a sketch of it. It's ...

2 JUDGE: The five point eight acres you're
3 talking about is right here?

4 MR. DENNISON: Uh-huh. Yeah, it's right
5 here. If you look at the subdivision and the
6 entrance coming off of Business 17 right here, and
7 here's the industrial park, Northgate back here,
8 okay? There's a church out here and a funeral
9 home, and there's a road that comes in here, and
10 then it turns off. I've got it turned wrong, actually.
11 It turns off, and it goes into Triumph Drive and
12 Morlynn Drive. So there's three streets that come
13 up through here. This piece of property sits at the
14 back corner. It borders Northgate Properties.
15 There's a fence between the five point eight acres
16 and Northgate Properties. There used to be an
17 ingress and egress right here. That's another thing,
18 too. That was closed around 2007, 2008.

19 JUDGE: You're certainly not part of an
20 industrial park.

21 MR. DENNISON: No, the industrial park's
22 right here. I'm here, and then the neighbors across
23 the street ...

24 JUDGE: Right. Well, I don't know how you
25 can not be part of Oak Forest when you're part of

1 this final plat.

2 MR. DENNISON: Right. The five point eight
3 acres is -- you have to go through Oak Forest's main
4 drive, Temperance Drive, to get back to it. But it
5 borders the industrial park. It was a five point eight
6 section there that was wetlands. Right here it is.
7 And you have to come -- like I said, you have to
8 come in Temperance Drive and then go over to
9 Morlynn to get to it back here, because there's no
10 way to get to it from the industrial park. But it
11 actually borders the industrial park. There's a five
12 point eight section right there, is what it is. The
13 industrial park is right here. There's a fence right
14 here between here and the industrial park,
15 Northgate. Yeah. Because Northgate Drive was the
16 road that went back in there, and they blocked it
17 off. There were some big trucks going through
18 there, and I was told that they were going to block it
19 off. It was damaging Temperance Drive. So it left
20 us with one entrance and exit. But when he did the
21 quitclaim deed, he quitclaimed this five point eight
22 acres from Oak Forest.

23 JUDGE: This five point eight acres?

24 MR. DENNISON: Uh-huh. Yeah.

25 JUDGE: And he deeded it to whom?

1 MR. DENNISON: Dale Dobis, Steeltown
2 Development.

3 JUDGE: Okay. And Steeltown Development
4 is this Steeltown Development of Oak Forest, Phase
5 3?

6 MR. DENNISON: Correct. Correct.

7 JUDGE: Okay.

8 MR. DENNISON: But in that quitclaim deed,
9 before he did this and sold it to Dale Dobis -- which
10 it's referenced right here. It's subject to easements
11 and restrictions of record, the quitclaim deed. The
12 quitclaim deed totally severs it from Oak Forest as
13 to never be part of Oak Forest.

14 JUDGE: I don't think that's what it says.

15 MR. DENNISON: Did I give you a copy of
16 it? Let me get you a copy of -- yeah, here it is. I
17 don't know if anybody's entered that as evidence,
18 but I can enter this.

19 MS. HARRISON: That deed was ...

20 MR. DENNISON: It's in the records. It's T.
21 It's in the records that I supplied the Court with.

22 MS. HARRISON: That's Defendant's 2, Your
23 Honor.

24 MR. DENNISON: Yeah, it's T, as a full deed.

25 JUDGE: I may not have it. I thought I had all

1 the exhibits, all the Defendant's exhibits. You gave
2 me all the Defendant's exhibits, didn't you?

3 COURT REPORTER: Yes, ma'am.

4 MR. DENNISON: This is an exhibit that was
5 filed with my answer.

6 COURT REPORTER: What are you looking
7 for?

8 JUDGE: Defendant's 2.

9 COURT REPORTER: I did not see any
10 exhibits leave.

11 JUDGE: The last one I have in the stack is
12 Defendant's 3.

13 MR. DENNISON: Exhibit 2 is right here, if
14 you want it.

15 JUDGE: Do you have a blue sticker on it?

16 MR. DENNISON: No, it's the same exhibit
17 that appears in my answers. I think it's my exhibit.

18 JUDGE: I just want to make sure I'm not
19 losing exhibits. Defendant's 3. Okay. I may have
20 gotten them out of order.

21 COURT REPORTER: That's okay. I'm going
22 through Plaintiff's at this point.

23 JUDGE: I found it. Okay. Now, where were
24 we? What was the question, Mr. Dennison?

25 MR. DENNISON: We were going over the

1 deed, the notes in the deed.

2 JUDGE: Oh, right. So I don't think it says
3 what you said it did, because we're looking back on
4 -- you said you thought it removed those five point
5 something acres.

6 MR. DENNISON: Five point eight acres,
7 yeah, completely from the Oak Forest HOA
8 subdivision, there on page two.

9 JUDGE: I don't think -- that bottom paragraph
10 doesn't say that. That paragraph is saying
11 something else. That paragraph is saying, "I am
12 deeding" -- basically, "I'm deeding this property
13 to." We're deeding the five point four acres. Is that
14 what you're saying?

15 MR. DENNISON: Correct, on the second
16 page.

17 JUDGE: Five point four eight acres.

18 MR. DENNISON: Yeah, at the top point, the
19 five point four eight acres.

20 JUDGE: So L.W. Paul Construction Company
21 deeded this property to Oak Forest Homeowners
22 Association, Inc.?

23 MR. DENNISON: No, what it stipulates on
24 the front that in a previous deed, where he signed
25 over the streets ...

1 JUDGE: Oh, I see it. Wait a minute. L.W.

2 Paul Construction company had deeded this
3 property to Oak Forest Homeowners Association,
4 Inc. Now Oak Forest Homeowners Association,
5 Inc. is deeding it back to L.W. Paul Construction
6 Company, Inc. That's all this deed does. Is that
7 correct?

8 MS. HARRISON: That's correct, Your Honor.

9 JUDGE: That's all this deed does, Mr.
10 Dennison.

11 MR. DENNISON: But it plainly says under ...

12 JUDGE: That's all this deed does.

13 MR. DENNISON: ... no circumstance ...

14 JUDGE: That deed -- that's all this deed does.

15 MR. DENNISON: So according to this deed,
16 it's actually still part of the HOA or part of the Oak
17 Forest Homeowners Association?

18 JUDGE: No, sir. What L.W. Paul
19 Construction Company did was it previously
20 conveyed the property to the Oak Forest
21 Homeowners Association, Inc. And I don't know if
22 it meant to -- or apparently it didn't mean to convey
23 those five point four eight acres.

24 MR. DENNISON: Okay.

25 JUDGE: So the Oak Forest Homeowners

1 Association is deeding the property back to L.W.
2 Paul Construction Company. That's all it's doing.
3 And this paragraph that you're reading there at the
4 back is in every deed.

5 MR. DENNISON: Okay. Okay.

6 JUDGE: I kept -- I never could understand
7 exactly what you were trying to say, but now I
8 understand. But that's all this deed -- that's all this
9 deed did. Apparently L.W. Paul Construction
10 Company made a mistake when it deeded the
11 property before.

12 MR. DENNISON: Yeah, I think it says it on
13 the front, that it was -- when they signed over ponds
14 -- or a pond and streets and roads for Phase 1 and
15 Phase 2, that there was wording in there that could
16 be used to describe that. So he was quitclaim
17 deeding it back to them, so he could sell it to Dale
18 Dobis, I'd say, because that's what happened.

19 JUDGE: And when it got ready -- when it got
20 ready to develop the rest of the property, it realized
21 it didn't own it.

22 MR. DENNISON: Okay. But the one thing I
23 was looking at, there was all the plats that refer to
24 my deed, the plats that are in the deed my deed was
25 drawn off of. And the deed itself, all of those refer

1 back to and mention this quitclaim deed as being
2 the restriction.

3 JUDGE: How many of y'all think this
4 property is snakebitten?

5 MR. DENNISON: Definitely. Absolutely.
6 And it was signed by the four board members, yeah,
7 of the HOA.

8 JUDGE: That's not even counting the old
9 lawsuit years ago, with a jury trial that lasted how
10 long? I know something about that lawsuit.

11 MR. THOMAS: That was (INAUDIBLE)
12 Larry Paul and (INAUDIBLE) There was one in '88
13 and '89.

14 JUDGE: Ward, and my old law partner,
15 Dickie Lester, and ...

16 MR. THOMAS: (INAUDIBLE) bought the
17 property at auction, and (INAUDIBLE) was original
18 owner of it, and sold under a word of mouth.

19 JUDGE: It went on for weeks.

20 MR. THOMAS: I think it was almost close to
21 a month.

22 JUDGE: Come to think of it, David DuRant
23 was the attorney in that lawsuit.

24 MR. THOMAS: He was.

25 JUDGE: And came up with a goose egg.

1 Yeah, that property is snakebitten, because it had
2 something to do with the Air Force Base.

3 MR. THOMAS: Yes, Jerry Ward approached
4 the Air Force Base down the lines in the process of
5 selling it to Jerry. Jerry Ward sold it to Larry Paul.
6 The survey was done on the ...

7 JUDGE: It's all coming back to me. I totally
8 forgot about all this until right now. I totally forgot
9 about that.

10 MR. GREGG: That's where that Pine Drive
11 comes from. Pine Drive was the road that ran
12 behind that boundary line, and that's where Larry
13 Paul built houses on that line. But that was actually
14 Air Force Base, and the city said -- the Air Force
15 Base said the city did not own that property. It was
16 owned by the Air Force Base because of Pine Drive.

17 JUDGE: Yes, that's right. What a mess.
18 Okay. Mr. Dennison, is there anything else you
19 need to put in.

20 MR. DENNISON: Your Honor, it's getting
21 late.

22 JUDGE: Yes, sir, it is.

23 MR. DENNISON: I had four questions when I
24 come in here, and I'm just going to real quick -- is
25 there a valid HOA? I've got all the evidence, and I

1 think it's all been brought forward to show the
2 question that -- the evidence that caused that
3 question. If there is a valid HOA, how does that
4 affect me and when does that affect me, which that
5 is covered by the correction, the timeline, which it
6 states, does it adversely affect you. And I know
7 that's a judge's discretion. So is it a valid HOA? If
8 so, when does that affect me? Because like I said,
9 the uncorrected document would show that it -- you
10 know, at the time that my house was built and
11 bought, the HOA was legally dissolved. And if so,
12 what -- if I am part of the HOA, which that's --
13 again, that's a question the judge has to determine --
14 how much money do I owe? Because that would
15 put -- if I had to be made to be part of it, and the
16 correction applies in July of 2015, then it would be
17 dues from there forward. That would be from July
18 of 2015. But then falling back on the correction
19 again, the uncorrected document adversely affecting
20 me is what I stood behind to state, you know, it's
21 dissolved. I'm not part of anything other than a
22 voluntary HOA. You know, the way I look at it
23 would be a fact that the HOA could approach me
24 and say, "You know, if you'll join ..." Because the
25 original HOA, you had to join. And then, if you

1 didn't, like I said, you know, there was a charge
2 there. But like I said, it was dissolved legally.
3 When it bought my home, when my house was
4 built, it was dissolved shortly after Dale filed that
5 declaration putting Lots 1 through 27 and 107 into
6 the HOA, so it was dissolved, clear and legal.
7 There was no attempt made to correct it till July of
8 2015. Cedar Management was manager. We've got
9 that. There's a letter -- or minutes I have from 2010
10 that shows, if the Court would like for evidence,
11 that shows and states that Cedar Management
12 became manager in 2010, I'm pretty sure, is when
13 they became a manager. They made no attempt to
14 do a change of agent until 2016. You've got that
15 evidence. From that point, I mean, it was my four -
16 - just my four questions, and I think the evidence
17 has covered that. Are they a valid HOA? When
18 does that apply to me? And if I'm part of that HOA,
19 where does it start? When does it apply to me, and
20 how much of that do I owe? And think we covered
21 the financials. That's in evidence, of the amounts
22 that are listed on those lawsuits. I have an
23 abundance of evidence that at this point all it could
24 do -- well, it's like this. Okay, I've got the emails,
25 and I even put them in the dispute. I've got emails

1 when it comes to that fence fine. I filed this dispute
2 by email and certified mail with Liz Saraniti on
3 8/31/2016. I would like the Court to have these as
4 evidence, these emails. Because through discovery,
5 I was able to get emails between Cedar
6 Management and Daniel Watson. And in this email
7 ...

8 MS. HARRISON: Your Honor, I know where
9 he's going. We'll stipulate that the fence fine needs
10 to be removed. We've seen the emails.

11 JUDGE: The what? What is it?

12 MS. HARRISON: There's a fence fine in the
13 ledger.

14 JUDGE: A what, now?

15 MR. DENNISON: A fence fine.

16 MS. HARRISON: We will -- a fence fine,
17 Your Honor. I'm sorry. They fined -- the HOA
18 fined him for a fence not being installed properly.
19 He through discovery did discover that there was
20 emails and notes to the property manager's journal
21 that that fine -- that he did turn in the required or
22 requested documents, and that fine needed to be
23 removed. For whatever reason, it has not been
24 removed from our ledger, and we will stipulate that
25 that needs to be removed from the ledger. So it's

1 not an issue.

2 JUDGE: Okay.

3 MR. DENNISON: The developer -- when I
4 bought my house, like everybody else, and put a
5 fence up, the developer told us where we could put
6 our fence, so we put it up. Three months later, we
7 get fines from the HOA saying we did not get prior
8 approval to put the fence up.

9 JUDGE: That happens so often. It just does.

10 MR. DENNISON: We told him the developer
11 ...

12 JUDGE: The developer forgets to tell the
13 property management company or whatever, and
14 then -- I mean, it happens all the time. But you're
15 lucky that -- well, I say you're lucky. Apparently
16 it's just now happened. But sometimes the
17 developer goes off and, you know, you never get it
18 straight. It happens so often.

19 MR. DENNISON: When we told him the
20 developer had told us where to put it, there was no
21 problem with the developer, he said it was not the
22 developer's decision. His big issue was that we
23 didn't get prior approval. And we told him we
24 didn't even know about an HOA. We weren't given
25 any CCRs at closing. It's not on our deeds. It

1 wasn't in our closing papers. I've got evidence from
2 my closing.

3 JUDGE: Okay. Well, if you want to put those
4 in, you can put them in as Defendant's 11.

5 (DEFENDANT'S 11 ADMITTED INTO EVIDENCE)

6 MR. DENNISON: That this fine was to be
7 removed. His big issue was where the placement of
8 it was at.

9 JUDGE: Who's he? Is that Mr. Watson?

10 MR. DENNISON: Daniel Watson, president
11 of the HOA. And I counted the houses between my
12 house and the end of the street, because his big
13 issue was, "You came past ten feet from the back of
14 your house." I counted sixty fences from my house
15 to the entrance that were well past the ten feet,
16 some of them all the way up to the front of their
17 house. In fact, my neighbor, Angel, his comes right
18 off the front of his house and goes back along my
19 yard. And I had brought mine up a little bit on that
20 side to try to hide his, because he's got an old
21 dilapidated fence and I had the new vinyl. So made
22 me move it back. And I explained to him that once
23 an HOA allows so many people to do that, that you
24 have to let everybody. It's an all or nothing rule
25 when it comes to HOAs. Sixty houses between my

1 house and the -- he said, "It don't matter. It don't
2 matter what previous HOA board members have
3 done. We have the right to do it the way we want to
4 do it. Those that were in place before we became
5 board members, fine, but we can tell you all you
6 can't do that." That's all the argument he had, and
7 then started hitting me with that fence fine. Well,
8 then I got a letter from them after I did the
9 paperwork, and it stated that the fine would be
10 removed, but it never was. Well, we went -- I
11 myself and some other members went to an attorney
12 in Murrells Inlet called Mark Napier, again with
13 this same information, the dissolution, all this to ask
14 him, you know, what does this mean on us? And
15 there was a manila envelope that had that in there
16 along with some other letters from the HOA, and he
17 took that -- actually, I left it, because I had to leave
18 early. Went back to get it. They couldn't find it,
19 they said. So I lost that piece of evidence, but I had
20 an actual letter from the HOA stating the fine was
21 to be removed. So when I got those emails through
22 discovery, I was going through them, and I had seen
23 where he had emailed Madelyn Logan telling her to
24 remove the fence sign, and it never had been done.
25 But that was some evidence, too, I wanted to show

1 you as far as the fence fine.

2 JUDGE: How much is the fence fine?

3 MR. DENNISON: It was a hundred and fifty
4 dollars (\$150.00) including -- of course, then they
5 started tacking on late fees and whatever else other
6 fees that are involved in there.

7 JUDGE: The HOA is now -- if there is an
8 HOA, and if it does apply to you, the HOA has said
9 that it will remove the fence fine.

10 MR. DENNISON: Okay. If there was a
11 possible way of continuing this at another date, we
12 could go over a lot more of this stuff.

13 JUDGE: Remember, I asked y'all if y'all
14 thought you could complete this in two hours. Y'all
15 are just lucky I had two cancellations of two other
16 hearings this afternoon. I had one scheduled for
17 three, and then one scheduled for four. And both
18 sides said, "Oh, yes. We can get this done in two
19 hours."

20 MR. DENNISON: This is my first -- I had no
21 idea.

22 JUDGE: That's exactly right.

23 MR. DENNISON: In a civil court, no idea it
24 was going to take this long. There's just so much of
25 it still that's, you know, in there.

1 JUDGE: Well, I don't mean any -- I don't
2 mean anything against you, Mr. Dennison. But
3 when I have pro se's, especially those who are --
4 who seem to be as astute as you, and who are as
5 prepared as you, it takes a long time.

6 MR. DENNISON: Oh, okay. But yeah, we've
7 -- like I said, I think all the evidence has been
8 covered as to whether or not they're a valid HOA.
9 You've got all that record. You've got the
10 correction. You've got the timeline, the note that
11 goes with the correction. You've got the deed that
12 shows, you know, my property. The only other
13 thing was those evidence from my closing. I'll get
14 these in here.

15 JUDGE: What do you have from your
16 closing?

17 MR. DENNISON: From my closing attorney,
18 where they have to list HOAs.

19 JUDGE: Yes, sir. That might be pertinent.

20 MR. DENNISON: It was left blank.

21 JUDGE: Yes, sir. That might be very
22 pertinent.

23 MR. DENNISON: Let me find that real quick.

24 JUDGE: Ms. Court Reporter, how are you
25 doing? Do you need to leave? We can continue

1 this.

2 COURT REPORTER: No, ma'am. I am good
3 as long as y'all are, but if I -- I don't ever bring my
4 phone, and I told my husband that I thought I would
5 be back by four. If I could just let him know.

6 JUDGE: You can use the phone.

7 (A SHORT BREAK WAS TAKEN OFF THE RECORD)

8 MR. DENNISON: I wanted to make sure in
9 the evidence that Exhibit DD got placed into
10 evidence. That is records from the Horry County
11 tax records showing that as of 2015, Dale Dobis
12 still owned the streets and the ponds. He'd never
13 fully signed Oak Forest over to the -- or Steeltown
14 Development over to the HOA. And as far as even
15 right now, the streets haven't been signed over. Just
16 a pond, and there's a lot that it's not big enough to
17 build a house on, but it's big enough that it has its
18 own lot number. That in January of this year, 2017,
19 that pond behind Gregg's house and that lot was
20 signed over to the HOA, but I couldn't find any
21 records where he'd signed the street. The street,
22 Morlynn Drive, he hadn't signed it over. So it is
23 still -- it belongs to Steeltown, Dale Dobis. And
24 I've got that right here, or it's actually in the record
25 as evidence, to show that it was still, as of 2015, in

1 Dale's name. And like I said, not been signed over
2 to the HOA.

3 JUDGE: So I guess you could have Steeltown
4 Development take care of the streets? Is that what
5 you're saying?

6 MR. DENNISON: Whatever, if ever they
7 need -- I mean, I'm sure it's going to be fifteen,
8 twenty years down the line, they're going to need
9 something done to them. But until he signs it over,
10 it's just puzzling to me, if he -- you know, if it were
11 signed over and was part of the HOA, because that
12 is part of what the dues go for. So you want people
13 in Steeltown to pay dues, but at this moment -- at
14 the moment, we're paying these dues, the streets
15 aren't signed over to. What's our money going for?
16 I mean, our streets are new. You know, where's the
17 -- when you're collecting money, there should be
18 something you show for it, you know, that the
19 money is being spent for, and one of the biggest
20 things is streets. Of course, we can look at the
21 other two streets and see they haven't any repair.
22 They're in very neglect -- that one minutes that I
23 offered for evidence, I think, shows that, that they
24 weren't (INAUDIBLE) repair. Okay. On the
25 answer, Defendant Paul Dennison, Exhibit Q is

1 from my closing papers, my closing documents,
2 Exhibit Q. The section here where if I was in an
3 HOA, it should have been filled out. It's actually
4 the front page of Exhibit Q. It's blank.

5 JUDGE: And we'll need to introduce that.

6 MR. DENNISON: I'd like to introduce that as
7 evidence, that at my closing, that was left blank.
8 And then on page two of that, it kind of explains
9 what -- that needs to be put on this page for, is that
10 the way I understood it by reading this page two,
11 the FHA, if you're in a PUD or HOA, FHA requires
12 that they show proof of insurance. In fact, we ran
13 into that last year. Some buyers that were buying a
14 house over on Temperance and using the Veterans
15 Administration, the Veterans Administration had
16 sent papers or a notice to the HOA that they wanted
17 proof of insurance, and they never replied. So they
18 finally canceled out the sale, because the Veterans
19 Administration also requires that if you're in a PUD
20 or HOA, they have to show proof of insurance. But
21 on my closing documents, there was nothing
22 entered for that, for where they would normally put
23 a ...

24 JUDGE: Do you have your closing documents
25 with you?

1 MR. DENNISON: Right here. These three
2 here are the ones that ...

3 JUDGE: Q, R, and ...

4 MR. DENNISON: It's Q. There's three pages
5 there of Exhibit Q that I'd like to enter as evidence
6 as proof that at my closing, I wasn't informed. It
7 wasn't put on my closing papers, anything about an
8 HOA.

9 JUDGE: Well, this is not all your closing
10 documents?

11 MR. DENNISON: Right. This is the planned
12 unit development rider, the three pages that has to
13 do with that. There's the first page, the second
14 page, and then the signature page, which I signed.
15 But yeah, there was nothing -- there was no HOA.

16 JUDGE: So did you have an FHA loan or a
17 VA loan?

18 MR. DENNISON: Correct, I had an FHA. A
19 few years back, I fractured my back vertebrae, so
20 I'm on -- I'm actually drawing my Social Security
21 disability.

22 JUDGE: Okay.

23 MR. DENNISON: So I worked thirty-two
24 years, but with that, when you go to buy a house,
25 they have state assistance that helps like with the

1 down payment and stuff, so I used that, and then
2 used FHA.

3 JUDGE: Okay, very good.

4 MR. DENNISON: So they're pretty -- they're
5 real thorough about the paperwork they want, and
6 the requirements they have, and all that. And that
7 was what this had to do with, was FHA.

8 JUDGE: Any objection?

9 MS. HARRISON: No objection, Your Honor.

10 JUDGE: So that will be Defendant's ...

11 COURT REPORTER: 12.

12 JUDGE: Okay, Defendant's 12.

13 (DEFENDANT'S 12 ADMITTED INTO EVIDENCE)

14 MR. DENNISON: One thing I also have here
15 is I've got some copies of other people's deeds,
16 three or four deeds that the descriptions -- I wanted
17 to show the Court that it wasn't just a singled out
18 thing that my property didn't show any affiliation,
19 really, with the HOA. All the deeds of Steeltown
20 are the same. They have the same description. In
21 none of them there is any part or anything that says
22 that there's an HOA. And everyone that I talked to,
23 I can't find anyone that got CCRs or anything at
24 closing, and everybody's had some sort of trouble
25 running with them over, you know, not being

1 informed about the HOA and the CCRs. Okay, as
2 to paragraph eight, I'd like to submit this dispute
3 that I emailed as evidence. And I emailed it on
4 9/2/16. In fact, there is a reference -- no, there's
5 not. Yeah, this is it. Yeah, this is the date and
6 timeline. Okay. It's -- this dispute that I filed as
7 evidence in Exhibit 1. (INAUDIBLE)

8 MS. HARRISON: Your Honor, I haven't even
9 gone through all of them. I don't even know what
10 they say, but ...

11 JUDGE: Mr. Dennison, are those settlement
12 negotiations dealing with this lawsuit?

13 MR. DENNISON: No, I hadn't disputed,
14 because I hadn't gotten a bill from her yet. But I
15 sent her -- I emailed a dispute, and I also sent
16 certified mail. I have copies of the ones I sent her
17 certified mail, too, concerning this amount of
18 money, this dispute, yeah. Yeah, I sent her a
19 dispute as soon as I got the bill. I sent her a
20 certified mail, a dispute with evidence. It's the
21 same exact one that's in there. I'm not submitting
22 the emails. I'm just submitting the dispute, but I do
23 have a separate -- the one where I sent it certified
24 mail.

25 JUDGE: Okay, well why don't you just tell

1 me what you dispute. If you're ...

2 MR. DENNISON: The amount of the bill.
3 We've already covered it. I just wanted to enter that
4 as evidence on my behalf, the dispute.

5 JUDGE: Well, I don't know that -- I don't
6 know that we actually have covered it. I know you
7 dispute all of it. If, in fact, you were a member of
8 the association ...

9 MR. DENNISON: Correct.

10 JUDGE: ... what would you dispute?

11 MR. DENNISON: The amount that's on those
12 liens and that bill. It's laid out in the dispute.

13 JUDGE: I don't have that dispute.

14 MR. DENNISON: That's what I've got -- I've
15 got the copy that I sent her per email.

16 JUDGE: Well, why don't we just go over it
17 without your going -- without that coming into
18 evidence?

19 MR. DENNISON: The dispute?

20 JUDGE: Yes, sir.

21 MR. DENNISON: Oh, okay. But I did -- like
22 I said, I did certify a copy of mail -- certify a copy
23 to her the same day.

24 JUDGE: Because she doesn't want that
25 coming into evidence.

1 MR. DENNISON: The dispute?

2 JUDGE: Yes, sir.

3 MR. DENNISON: She doesn't want the part
4 that was emailed, concerning emails. I've got
5 another dispute that I sent certified mail, I sent, too.
6 One email and one through certified mail, US Postal
7 Service. I can get that ...

8 MS. HARRISON: I don't have any -- I'm
9 sorry. I didn't mean to speak over you, but I don't
10 have any problem with his letter disputing what he
11 owed coming in. This is just a package full of texts,
12 and emails, and all kinds of stuff, so I didn't ...

13 JUDGE: Very good.

14 MS. HARRISON: I wasn't able to review this
15 entire thing.

16 MR. DENNISON: Yeah, that's why I removed
17 the dispute out.

18 JUDGE: Okay. Very good.

19 MR. DENNISON: Or the emails. Yeah, this is
20 just the dispute.

21 JUDGE: So that will be Defendant's 13?

22 COURT REPORTER: Yes, ma'am.

23 JUDGE: Okay, very good. That will shorten
24 that one.

25 (DEFENDANT'S 13 ADMITTED INTO EVIDENCE)

1 MR. DENNISON: But I gave her -- I just had
2 it all in this email, but like I said, I've got them
3 separate in that bag. I'd have to dig in there and
4 find those disputes that were certified mail. It's the
5 same stuff, though.

6 JUDGE: Okay.

7 MS. HARRISON: Mr. Dennison, where do I
8 find that? Is that in here?

9 MR. DENNISON: That dispute?

10 MS. HARRISON: What you ...

11 MR. DENNISON: Yeah, there's a copy of that
12 dispute in there. It's under D1. It's the only thing
13 that's labeled as a D.

14 MS. HARRISON: Thank you.

15 MR. DENNISON: This is the dispute, and if
16 you look at the page before, it's the sheet that
17 explains the dispute, and then it lists the documents.

18 JUDGE: Okay, very good. Okay. Very good.

19 MR. DENNISON: Also, another piece of
20 evidence I'd like to submit, and it's in the answer,
21 too. It's Exhibit JJ. It is a letter from the president
22 of the board.

23 JUDGE: Yes, sir.

24 MR. DENNISON: And first paragraph, line
25 one, two, three, four, five, six, seven, eight -- about

1 line eight, where he states in there -- and this was
2 just as late as November 9th, 2015. "I again vow
3 that all the responsible parties will be held
4 accountable for their actions, and we will not stop
5 till we have collected every penny spent on legal
6 fees. The longer these people hold out and refuse to
7 settle, the more we have to spend on legal fees, the
8 more they will have to pay. The board has no
9 desire to take someone's home from them, but I
10 promise you, we will do whatever we have to."
11 That's one of the newsletters that he sent out just a
12 little over a year ago.

13 JUDGE: Is Mr. Watson still a homeowner
14 there?

15 MR. DENNISON: Yes. I'd like to enter this.

16 JUDGE: This is a letter from Mr. Watson,
17 November the 9th, 2015.

18 MR. DENNISON: Yes.

19 MS. HARRISON: I have a copy, Your Honor.

20 JUDGE: Okay. Defendant's Exhibit 14.

21 (DEFENDANT'S 14 ADMITTED INTO EVIDENCE)

22 MR. DENNISON: Also, too, in that evidence,
23 there's an Exhibit LL. And it again is -- this
24 actually is a combination of a letter and the minutes
25 of August 19th, 2015. And one, two, three, four,

1 five -- go down just close to the bottom of the page.
2 From the bottom up, it's one, two, three, four, five,
3 six, seven, eight, nine -- line nine. He refers to,
4 "Now this lie," he refers to the letter and the blog as
5 being a lie, that the HOA was never dissolved,
6 ended up costing some of our homeowners well
7 over three thousand dollars and climbing. Again,
8 this is proof of what he, you know, said, you know,
9 stating that it's a lie and the amount of money that
10 he's trying to get out of us.

11 JUDGE: Okay, Defendant's Exhibit 15.

12 (DEFENDANT'S 15 ADMITTED INTO EVIDENCE)

13 JUDGE: Does Mr. Watson have a job? Does
14 he work?

15 MR. DENNISON: Yes.

16 JUDGE: What does he do?

17 MR. DENNISON: He is a maintenance
18 worker for a place called Covington Towers that is
19 located off of 48th Avenue. It's a ...

20 JUDGE: Oh, I know where that is.

21 MR. DENNISON: ... senior -- yeah. He is a
22 maintenance worker there. In fact, when I looked
23 up Covington Towers at the Secretary of State, their
24 HOA articles have been dissolved, too, the place he
25 works for. All right. Let me check it real quick

1 here. Yeah, this Exhibit E, I'd like to have brought
2 in as evidence, that on page two there's a paragraph
3 marked six, where the board discusses that their
4 HOA insurance was canceled. This is minutes from
5 May 18th, 2011.

6 MS. HARRISON: Your Honor, I would object
7 to that, just to the extent that it's minutes from
8 2011, and if Mr. Dennison is basing his failure to
9 pay dues on the HOA not having insurance, that's
10 from prior to his living there.

11 JUDGE: It is, Mr. Dennison.

12 MR. DENNISON: Well, I was basing it more
13 on the fact that the CCRs, the bylaws, which are the
14 most important thing, start on page twelve and end
15 on page twenty-two. One of the first bylaws is the
16 fact that they are to carry liability insurance for the
17 HOA. That's a bylaw.

18 JUDGE: Wait just a moment. Let me look at
19 this. And these -- okay. I'll let them in, then, over
20 the objection. It does say that they're -- the
21 insurance was canceled. Defendant's 16, so
22 admitted.

23 (DEFENDANT'S 16 ADMITTED INTO EVIDENCE)

24 MR. DENNISON: And then like I said, all the
25 way through -- I've got two ...

1 JUDGE: The most interesting thing in
2 Defendant's 15 was that apparently Mr. Watson
3 never was elected. He volunteered to be president?

4 MR. DENNISON: Correct.

5 JUDGE: Is that correct?

6 MR. DENNISON: Correct. Now, once he
7 took over, there was never an election, and still
8 hasn't been an election held in accordance with the
9 bylaws. They accept mail-in ballots, and like -- if
10 you take the hundred and fifty-seven ...

11 JUDGE: Then we're glad to have Mr. Gregg
12 as president.

13 MR. DENNISON: Yeah. If you take the
14 hundred and fifty-seven homes and put the twenty-
15 eight with it, you get about a hundred and eighty-
16 four, a hundred and eighty-five homes. A quorum
17 would be half that or more. It actually starts out
18 two thirds, and then the first month they don't
19 enough show, then they can reduce down to, I think,
20 fifty percent of the homeowners are actually
21 supposed to show up at the meeting for the election.
22 They don't do that. They accept mail-in ballots that
23 are without name. And there's been -- there's
24 minutes that show that, when the election was
25 tallied, there was as few as thirty-six votes. And it

1 tells like, you know, twenty-something for Daniel
2 Watson and so many for somebody else, so Daniel's
3 won. I mean, that's the amount of the election.
4 Since he took office, there hasn't been a real valid
5 election held in accordance with the bylaws.

6 JUDGE: Okay. Anything further?

7 MR. DENNISON: Okay, yeah, this is where I
8 was -- where was I at? I'm almost there. Okay.
9 Getting into EE -- I think we've already showed
10 DD. No, I didn't. I wanted to enter the evidence in
11 the record that as of 2015, the streets, pond, and the
12 vacant lot was still not placed with Oak Forest.
13 Which I thought that for Oak Forest to be truly over
14 us completely and us be part of their HOA, that all
15 of that surely would have to be done. That our
16 streets, pond -- but they just haven't been placed in
17 there yet.

18 JUDGE: That's showing it's still owned by
19 Steel Development?

20 MR. DENNISON: Correct, yeah.

21 JUDGE: Steeltown Development, I'm sorry.

22 MR. DENNISON: Ms. Harrison, do you want
23 to see this?

24 MS. HARRISON: Yes, please, Your Honor.

25 MR. DENNISON: And then ...

1 JUDGE: Wait just a moment. Let her look at
2 this. Is that okay with you? I'm sorry.

3 MS. HARRISON: That's okay, Your Honor.
4 The only thing is, I don't know when those were
5 printed. I don't know for what period.

6 JUDGE: Well, let's ask him. Mr. Dennison,
7 when did you print out these documents from Horry
8 County Land Records?

9 MR. DENNISON: Well, it was when I was
10 preparing for this. This was filed against me -- I
11 actually didn't get started preparing for this till
12 about two weeks before the file date, the thirty day
13 file date. She filed the case on August 16th, and it
14 was about two weeks after that. June, July, August,
15 September -- about September of 2016. 2016?
16 Yeah, because you could only see the prior year's
17 records, yeah. You couldn't get 2016. You could
18 only get ...

19 JUDGE: So August, did you say?

20 MR. DENNISON: Yeah, June, July, August,
21 September -- September of last year, 2016.

22 JUDGE: Okay, so as of September of 2016 ...

23 MR. DENNISON: Correct.

24 JUDGE: ... Defendant's 17 was correct?

25 MR. DENNISON: Correct. Yeah, the date on

1 them shows for 2015.

2 JUDGE: So with that stipulation, you have no
3 objection. Is that correct?

4 MS. HARRISON: That's correct, Your Honor.

5 JUDGE: Defendant's 17 so admitted, then.

6 (DEFENDANT'S 17 ADMITTED INTO EVIDENCE)

7 MR. DENNISON: I don't want to keep
8 beating a dead horse with this, but these minutes
9 from February 18th of 2015, and the front -- it's
10 only one page, actually, the front page, the one
11 page. He has the lines numbered, and the number
12 one it says, "Court case, Daniel updated members.
13 Opposition has requested extensive written
14 documentation dating back to 2004. The HOA
15 attorney will keep record of expenses, add to
16 settlement amount end of court cases."

17 JUDGE: What number is that?

18 MR. DENNISON: That is EE in the answer.

19 JUDGE: Defendant's 18.

20 (DEFENDANT'S 18 ADMITTED INTO EVIDENCE)

21 JUDGE: Defendant's Exhibit 18, Mr.
22 Dennison ...

23 MR. DENNISON: Pardon?

24 JUDGE: This Defendant's Exhibit 18, is this -
25 - were these minutes from a board meeting or from

1 a homeowners association meeting?

2 MR. DENNISON: It's what he sent out as
3 minutes for that month. They're made up totally
4 different than normal minutes, so I assume
5 somebody else present, probably, took those
6 minutes and drewed them up, because that -- even
7 with the numbers beside them, he normally doesn't
8 do that. He just puts ...

9 JUDGE: Do you think they're board minutes
10 or homeowners minutes?

11 MR. DENNISON: Does it say members in
12 attendance? He usually puts members in attendance
13 ...

14 JUDGE: Yes, well, it says homeowners.
15 Homeowners representing the following the lots
16 were present.

17 MR. DENNISON: That's the minutes.

18 JUDGE: There are only four, four people
19 attended. Four lots were represented.

20 MR. DENNISON: Right, the board members -
21 - since that man became HOA president, the people
22 in the subdivision won't even come to the minutes --
23 or the meetings. They won't vote in the elections,
24 nothing.

25 JUDGE: Well, only four lots were

1 represented.

2 MR. DENNISON: Yeah, that's ...

3 JUDGE: And there are a hundred and fifty-
4 seven ...

5 MR. DENNISON: A hundred and eighty-five,
6 counting Steeltown. There's a hundred and fifty-
7 seven in Phase 1 and 2, and then there's twenty-
8 eight additional with the -- if you count Phase 3 or
9 Steeltown as part of it, so it's a hundred and eighty-
10 four. They wouldn't come to the meetings. If you
11 came to the meeting and mentioned anything,
12 anything, then you would start getting harassed.
13 Fines, letters in the mail telling you you need to
14 wash your house, mow your yard, and just start
15 imposing fine, after fine, after fine, and it building
16 up on your assessment. And then threatening letters
17 saying if you don't pay it, you're going to go --
18 they're going to file a lien against you. Which they
19 file condo liens, like I said, horizontal property
20 liens, because those horizontal property liens they
21 can file without getting a judgment or you
22 appearing in a courtroom. It kind of eliminates a
23 person's right to due process. Because like I said, if
24 you're a horizontal property and you own a condo,
25 you basically own the right to live there. You don't

1 own the real estate itself. So they can avoid due
2 process by filing that condo lien. Which we
3 questioned that from the beginning, me, Jeff,
4 Melissa, all of us, when we seen they were filing
5 condo liens, that when it comes to real estate, where
6 your home -- single-family homes on your own lot,
7 that it should be a judgment lien. Because that way
8 you have a right to defend yourself, because those
9 fines -- any of those fines, anything outside those
10 dues, is an arbitrary amount.

11 JUDGE: Okay.

12 MR. DENNISON: And they totally avoid that.

13 JUDGE: I was just noticing the only four
14 homeowners.

15 MR. DENNISON: They've done it to
16 everybody to the point that nobody will go to the
17 meetings any more.

18 JUDGE: Okay. Thank you.

19 MR. DENNISON: In one election, the only
20 had the -- the first time they tried an election, they
21 only had nine people send in a ballot to vote. Very
22 bad. And then FF is another minutes that shows --
23 page one, line eleven, that the HOA has over ten
24 thousand invested in the lawsuit, and that they will
25 recoup all expenses from the homeowners involved.

1 It's FF.

2 JUDGE: Okay, thank you. This is
3 Defendant's 19.

4 (DEFENDANT'S 19 ADMITTED INTO EVIDENCE)

5 MR. DENNISON: And I'd like to offer
6 Exhibit II. This has to do with Plaintiff's evidence
7 about the court -- the previous court case, where the
8 settlement didn't involve Mr. Dennison. It's
9 because this Exhibit II was their offer, and I turned
10 it down. This is why that I wasn't included in that
11 settlement.

12 JUDGE: Thank you. This is only one page.

13 MR. DENNISON: Yeah, that's all it was. It
14 was one page.

15 JUDGE: Well, it's not all of the letter. Is that
16 it?

17 MR. DENNISON: I'm sure that's all there is,
18 is just that one page. He put it there on one page,
19 yeah.

20 JUDGE: Well, he didn't sign it.

21 MR. DENNISON: Has that got DuRant's
22 letterhead at the top?

23 JUDGE: Yes, sir.

24 MR. DENNISON: Yeah, that's all he sent.
25 That's all he sent.

1 JUDGE: Well, he sent it email. Maybe that's
2 why.

3 MR. DENNISON: Probably. They sent it to
4 Linda Gangi, and then she sent it to me. That's
5 when -- that's the one she told me, she said by no
6 means to accept that. They never sent another offer
7 or anything after that, either. That was it.

8 MS. HARRISON: Your Honor, I would just
9 object to this as not being the full document, and
10 being hearsay. And I don't know what relevance
11 this has to the issues in this case.

12 MR. DENNISON: To the exhibit, I can look
13 at that exhibit and see what number it is.
14 Stipulation of dismissal -- well, you gave a
15 stipulation of dismissal for evidence? Which one
16 was that?

17 COURT REPORTER: 5.

18 MR. DENNISON: It's 5?

19 COURT REPORTER: Yes, sir.

20 MR. DENNISON: Yeah, where you made the
21 point my name wasn't put on that stipulation of
22 dismissal. It's because of that right there, that letter
23 there. When they sent that, I wouldn't accept it,
24 yeah.

25 JUDGE: I'm going to allow it in. It's

1 Defendant's Exhibit 20, subject to the Plaintiff's
2 objection. I'm going to overrule the objection. It
3 was sent from the Plaintiff's attorney in the prior
4 lawsuit. His outstanding dues, according to this
5 letter, were four hundred and thirteen dollars
6 (\$413.00).

7 (DEFENDANT'S 20 ADMITTED INTO EVIDENCE)

8 MR. DENNISON: At that point, yeah. Yeah,
9 that's what they put on there, yeah.

10 JUDGE: But they wanted ...

11 MR. DENNISON: That was in 2015.

12 JUDGE: David DuRant wanted you to pay
13 four thousand, one hundred and sixty-seven dollars
14 and fifty three cents (\$4167.53) for attorneys' fees
15 in bringing the liable and slander lawsuit?

16 MR. DENNISON: That he filed against me.

17 JUDGE: And that you were supposed to write
18 an anonymous letter to the Oak Forest community
19 admitting that you misled and you were wrong
20 about the statements making regarding the
21 community. And was that about the dissolution?

22 MR. DENNISON: Correct.

23 JUDGE: Okay. I understand why you weren't
24 part of the ...

25 MR. DENNISON: I would just like it to be

1 known, when I looked at it, the first thing I thought
2 was that, okay, they're informed that there's a
3 problem. They'll directly try to fix it. But what
4 happened was, I was went after with a lawsuit like I
5 was the one who did the dissolution, and I had
6 nothing to do with the dissolution. I was just the
7 person that found out the -- you know, and brought
8 the light forward, you know, the truth. And it was -
9 - and it's still been -- it's been a malicious attack as
10 far as these amounts and these bills and this -- these
11 lawsuits, because somebody actually found out the
12 truth. I thought in my mind, if I was over that, it
13 was mine, I would think first person that dissolved
14 it -- well, there's two involved, Steve Peck and Jerry
15 Watson -- I want to talk to those people, because I
16 have maybe a possible lawsuit against them for
17 what they did. But first thing, I want to go and
18 correct what, you know, this problem that's been
19 made. None of that was done. None of that. Steve
20 Peck wasn't added to the lawsuit till November of
21 2015. Jerry Watson has never been added to the
22 lawsuit whatsoever. And then, like I said, the
23 correction wasn't even done till sometime in 2015.
24 It just was a -- go attack the people who found out
25 the truth and brought it to light.

1 JUDGE: Is there any kind of personality
2 conflict or any conflict between you and Mr.
3 Watson?

4 MR. DENNISON: No. No, one meeting that I
5 ever went to was over the fence, when I got the
6 fence fine. The man across from me, Dave Early,
7 went with me. We went to that meeting. And when
8 I went in, the first thing -- when I seen Karen Zeip
9 sitting there -- she's the one that bought our
10 previous house. I just mentioned to her, "You're the
11 lady that bought the house I used to live in." She
12 said, "I didn't buy your house." I said, "Yeah, the
13 house you live in was my house before it was yours.
14 You're the one that bought our house." And she
15 acted like she didn't understand. So we went back
16 there and sat down, and while we were sitting there
17 -- because we were in a little hamburger joint
18 booths. And we started talking, everybody chatting
19 before the meeting and all. And I had mentioned to
20 her about Tiffaney McDowell was manager over
21 this when I lived here, and then she finally realized
22 that her house was previously my house. And I
23 said, "What's happened to her?" And she said
24 "She's moved to Georgia." And so I thought, that's
25 funny. So then the meeting started, and I stood up

1 and explained to him, just -- you know, here's -- we
2 actually had drawings and everything that we had
3 sent in, and they denied them, wanted us to move
4 them. And explained to them, me and Dave both
5 did, that the developer told us that we could put
6 those fences there. And I told him, I said, "Angel's
7 is right at the front of the house, and I just wanted
8 to kind of cover part of his fence." We went through
9 this. We weren't rude. We weren't mean in any
10 way. And they started in with -- he said, "Let me
11 tell you something. I've been over this since 2006,
12 and nobody's running me anywhere. There's been
13 nails throwed in my driveway. There's been ..." this
14 and that, just real offensive like. And we hadn't
15 said anything but that, you know, could the board
16 make a variance as to far as where they are, let's
17 leave them where they are. Because you know,
18 between -- I told him, I said, "Between my house
19 and the end of the road, the exit," I said, "I counted
20 sixty houses that have fences."

21 JUDGE: I understand. So ...

22 MR. DENNISON: There never was anything -
23 - and I've never met the man since then. I've never
24 talked to the man since then, because I hadn't been
25 to a meeting till the lawsuit -- there was just a short

1 period after that till they filed the lawsuit.

2 JUDGE: So he was just rude to you from the
3 get-go?

4 MR. DENNISON: Yes. And then the more I
5 talked to neighbors and people, they said, "Yeah, he
6 does that to everybody."

7 JUDGE: Okay.

8 MR. DENNISON: One woman told me, said
9 she went to a meeting and complained about
10 potholes in the road, and she started getting all ...

11 MS. HARRISON: Objection.

12 MR. DENNISON: ... kinds of fines about her
13 grass, about her ...

14 JUDGE: Wait a minute. Wait a minute.

15 MS. HARRISON: Hearsay, Your Honor.

16 JUDGE: Sustained.

17 MS. HARRISON: Thank you.

18 JUDGE: You can't talk about what the other
19 woman said. That would be -- that would be
20 hearsay, sir. I understand. I just thought maybe
21 you and Mr. Watson had had some issues.

22 MR. DENNISON: No. No, that's just the way
23 it's been, that -- the best I can find out, that that's
24 just a constant -- that's why nobody shows up at the
25 meetings.

1 JUDGE: Okay. You and Mr. Gregg ...

2 MR. DENNISON: Is because that's what
3 you're confronted ...

4 JUDGE: ... have never had any issues, have
5 you?

6 MR. DENNISON: Huh?

7 JUDGE: You and Mr. Gregg don't have any
8 issues?

9 MR. DENNISON: No, Gregg -- Mr. William
10 Gregg was involved with us up until the lawsuit was
11 filed, and once the lawsuit was filed, his name
12 wasn't entered into the lawsuit. But mine, Dave
13 Early's, Jeff Thomas -- Melissa's name was left out,
14 but she was involved in going to attorneys to try to
15 figure out what we can do.

16 JUDGE: But he's been -- Mr. Gregg's been
17 polite?

18 MR. DENNISON: Yeah, yeah. Me and Gregg
19 -- I haven't spoken to him, because I haven't spoke
20 to any of the people that weren't really involved,
21 because the lawsuit was pending, and I didn't think
22 it was best to get rumors and everything flying. But
23 he several times I've met him, I've talked to him.
24 He said, you know, "You take a little time to show
25 me what you've got or tell me how it's going," and I

1 -- I'd always tell him that I'm going to, but I never
2 did, because you know, you just don't want to get a
3 lot of stuff going like that. It's ...

4 JUDGE: Well, I understand. I gather ...

5 MR. DENNISON: But me and him has always
6 been on speaking terms, but just like him and other
7 homeowners that would ask me about the situation,
8 I just said, "Well, I'll get with you, you know.
9 When I've got a little time, I'll tell you and fill you
10 in." And then I never do, because you know ...

11 JUDGE: Well, I gather from ...

12 MR. DENNISON: ... you just can't.

13 JUDGE: ... Mr. Gregg's demeanor that he
14 would be easy to work with. Okay. What else do
15 you have, Mr. Dennison? We're getting into the
16 evening now, and not just the afternoon. Now we're
17 into the evening hours. It's eight o'clock now, and
18 we all want to go home, but Ms. Harrison still has
19 the right to cross-examine you.

20 MR. DENNISON: I'm almost finished here.

21 JUDGE: And we might just stipulate to what
22 your other witness has to say, if Ms. Harrison will
23 agree, and just let her leave.

24 MR. DENNISON: Melissa Bell is actually the
25 one -- she called -- I got the -- when I got the --

1 okay. The correction, the articles of correction that
2 they filed, that they were claiming reinstated the
3 HOA, she called the Secretary of State and talked to
4 the Secretary of State about that, when that applied,
5 what that was. That she did that. She was here to
6 testify about her phone call to the Secretary of
7 State.

8 MS. HARRISON: Can I address, Judge?
9 Would that be appropriate?

10 JUDGE: Well ...

11 MR. DENNISON: I've just got a couple more
12 here, and I can step out of the way.

13 JUDGE: We need to take about -- yeah, go
14 ahead. Okay. You go ahead and go through your
15 direct testimony, and then we're going to take a
16 short break.

17 MR. DENNISON: I have evidence here, and
18 it's in regards to the letter that was submitted as
19 evidence by me. I don't remember which one that
20 was, but the letter that Daniel sent out to all
21 homeowners stating that Oak Forest Village
22 Community was actual HOA that was to be
23 dissolved, and there was a mistake that dissolved
24 our Oak Forest. I have a copy of their complete
25 record from the Secretary of State, and it shows that

1 they're in good standing, and that they've never
2 attempted to be dissolved. It's the only one, too, on
3 file. There's only one Oak Forest Village registered
4 with the Secretary of State. And it is managed by
5 Community Management, Steve Peck, but it has
6 never been dissolved, or no records that they have
7 in there that shows that it was ever even attempted
8 to be dissolved, as his letter laid out.

9 JUDGE: Thank you. Defendant's 21, do you
10 have any objection to that?

11 MS. HARRISON: Your Honor, no. I assume
12 that's the same documents that I have, articles of
13 incorporation, notice of change of registered agent
14 with a certificate of existence, and then another
15 notice of change of registered agent.

16 (DEFENDANT'S 21 ADMITTED INTO EVIDENCE)

17 JUDGE: That is interesting. On Defendant's
18 Exhibit 21, this Oak Forest Village Community
19 Association, where he's changing the registered
20 agent, he calls it Oak Forest Community
21 Association, Inc.

22 MR. DENNISON: It does, yeah.

23 JUDGE: On the last page. Am I looking at
24 the right thing? Notice of change of registered
25 office or registered agent or both. The name of the

1 corporation is Oak Forest Village Community
2 Association, Inc.

3 MR. DENNISON: Yeah, that's the one the
4 letter ...

5 JUDGE: Okay. And the last page says name
6 of corporation is Oak Forest Community
7 Association, Inc.? That's not right, is it?

8 MR. DENNISON: I don't know. I never
9 noticed that. I never looked at it other than I was
10 looking for any kind of articles of dissolution or
11 anything like that. Because in the letter, he stated
12 that that was the community that was to be
13 dissolved, and they accidentally dissolved ours.
14 And that one shows no sign of ever being dissolved.
15 So you know, it don't make sense.

16 JUDGE: Okay.

17 MR. DENNISON: And that one still right
18 now, if you pull it up, is an active community, and
19 it's good standing. There was never an attempt to
20 dissolve that one.

21 JUDGE: Well, Mr. Peck just gets mixed up
22 every time he has to write something down.

23 MR. DENNISON: I think that's -- well, yeah.

24 JUDGE: Okay. We're going to take about a
25 five to ten minute break.

1 (A SHORT BREAK WAS TAKEN OFF THE RECORD)

2 JUDGE: Okay, we're ready when you are.

3 CROSS-EXAMINATION OF MR. DENNISON BY
4 MS. HARRISON:

5 Q. Thank you, Your Honor. Mr. Dennison, you -- we
6 already went over. You purchased your properties
7 in September of 2013, correct?

8 A. Correct.

9 Q. Okay. And Plaintiff's Exhibit 8 was a copy of your
10 deed, correct?

11 A. As I remember. I can get to that -- if you can hand
12 me a stack of it, I can look through it.

13 Q. She's got the Court's original that I'll let you look at.

14 JUDGE: And here are all the Defendant's
15 exhibits. They're backwards.

16 Q. So that's a copy of your deed for your house,
17 correct?

18 A. Correct.

19 Q. And if you look at what is being conveyed to you,
20 that description there, which is the indented portion
21 of the text, refers to plat 248 -- in plat book 248,
22 page 160, correct?

23 A. Correct.

24 Q. And that's Plaintiff's Exhibit 7, that we've discussed
25 as well. And on that document, it does show that

1 that is a final plat for Steeltown Development, LLC,
2 for Oak Forest, Phase 3, correct?

3 A. Correct.

4 Q. Now, that deed references -- well, your deed,
5 Plaintiff's 8, references that that property was
6 previously deeded to Steeltown by L.W. Paul
7 Construction, correct?

8 A. Correct.

9 Q. It references deed book 3398, page 3099, correct?

10 A. Correct.

11 Q. Okay. And so that's referenced in your deed there,
12 that this land was previously owned by L.W. Paul
13 Construction, correct?

14 A. Correct.

15 Q. And you have history with that, because you lived
16 in Oak Forest before, correct?

17 A. Correct. Uh-huh.

18 Q. And so you were familiar with that developer as
19 being the developer for Oak Forest. Your deed was
20 filed on September 18th, 2013, and Plaintiff's
21 Exhibit 12 was filed prior to that, recorded -- that's
22 the supplementary declaration of covenants. That
23 was recorded in April of 2010, correct?

24 A. Correct.

25 Q. All right. And looking at the last paragraph on the

1 first page, it states that the declarant, who is
2 Steeltown Development, is -- desires to incorporate
3 the restrictions filed in deed book 1201 at page 373,
4 correct?

5 A. Correct.

6 Q. And then down at the bottom, and creation of Oak
7 Forest Homeowners Association, filed in deed book
8 1662 at page 178 ...

9 A. Correct.

10 Q. ... that they're incorporating Lots 1 through 26. Is
11 that correct?

12 A. Correct.

13 Q. And you're Lot 26?

14 A. Correct.

15 Q. Okay. And if we go to the records, and we look at
16 deed book 1662 at page 178, we come up with what
17 I believe has been entered as Plaintiff's Exhibit 4.

18 A. That's the CCRs.

19 Q. Okay. And so that is referenced in the
20 supplementary covenants, conditions, and
21 restrictions, correct?

22 A. Correct.

23 Q. Okay. Read with me article four, which is on page
24 four, regarding assessments and liens.

25 A. Okay.

1 Q. "The declarant, for each lot owned within the
2 properties, hereby covenants and each owner of
3 every lot by acceptance of a deed therefore agree to
4 pay the association annual or monthly assessments
5 or charges and special assessments for capital
6 improvements." So you, by accepting a deed from
7 the declarant, agreed to pay assessments. Is that not
8 correct?

9 A. My deed does not make any reference -- it's not
10 correct, because my deed doesn't make any
11 reference to that. That would have had to have put
12 on my deed as binding me to this, because this is
13 not on my deed.

14 Q. But that's not ...

15 A. Neither one appear on my deed.

16 Q. But that's not what the law says, sir. You could
17 have gone down to the courthouse, and you could
18 have traced that same chain, one document to the
19 next document to the next document, and gotten to
20 the same conclusion, correct?

21 A. Right, and I did, and the document that my deed is
22 drawn off of doesn't state these documents, either.
23 It doesn't have these documents in it, either.

24 Q. Did you have a title search performed when you
25 purchased your property?

1 A. I hope they did. They've charged me for one.

2 Q. Well, your warranty deed her says no title
3 examination performed by preparing attorney.

4 A. I noticed that. But I was charged, gosh, I know
5 over four thousand dollars in the closing fees for
6 what they said were title searches and whatever.

7 Q. And so your attorney did a title examination?

8 A. I was charged for it, yeah.

9 Q. Okay. And so when you were purchasing in that
10 neighborhood, you had previously lived in that
11 neighborhood?

12 A. Correct.

13 Q. Okay. And so you had previously paid dues when
14 you lived there before?

15 A. Correct.

16 Q. You knew that there was an HOA?

17 A. In Phase 2, correct.

18 Q. Okay. And you knew that it was a successor
19 developer to the developer who had done Oak
20 Forest, Phase 1 and 2? You knew that Steeltown
21 had purchased from L.W. Paul?

22 A. I didn't know any details about it. I just knew there
23 were houses for sale back there, and the price was
24 right, yeah. No, I didn't know any details about it
25 whatsoever.

1 Q. Now, you have been adamant throughout this entire
2 court case that you did not know that your lot was
3 subject to the HOA restrictions, correct?

4 A. According to the quitclaim deed and to the fact that
5 the HOA was dissolved in 2010, yes.

6 Q. But you -- the document that I have submitted as
7 the supplementary declaration of covenants,
8 conditions, and restrictions is Plaintiff's 12, and
9 there is an EXHPB in the top righthand corner of
10 that document.

11 A. Correct.

12 Q. Is that your handwriting?

13 A. Correct.

14 Q. And does that indicate that you attached this
15 document as an exhibit to your answer in this
16 action?

17 A. Correct.

18 Q. And so you had the knowledge in your hands when
19 you answered this, that Lots 1 through 26 on the
20 plat had been incorporated into the Oak Forest
21 Homeowners Association.

22 A. Correct.

23 Q. Okay.

24 A. I had this document, because I found it at the
25 courthouse. But I didn't have this document as

1 evidence that I was part of it. Because like I said,
2 shortly after this document was created and filed,
3 the HOA was dissolved.

4 Q. Your Honor, if you'll just -- I beg the Court's
5 indulgence. I'm just going to look through the
6 exhibits that were listed and make sure I don't have
7 any further questions.

8 JUDGE: Certainly.

9 Q. Why did you not buy the story -- because you said
10 you're interested in the truth. So what was your
11 problem in accepting the story that Steven Peck had
12 wrongfully dissolved -- or had dissolved the wrong
13 corporation? Why didn't you accept that as the
14 response and then move on from there?

15 A. Steven Peck never said that.

16 Q. Did you talk to Steven Peck?

17 A. I found -- I talked to Matt McCoy, who is Steven
18 Peck's attorney. I couldn't talk to Steven Peck
19 during the lawsuit.

20 Q. So ...

21 A. I talked to his attorney, and he said his -- him or his
22 attorney had not made that statement, had no
23 knowledge of that correction or that it even existed.
24 In fact, he asked me, he said who gave him the right
25 to use my client's name that way? So I sent him a

1 copy of it.

2 Q. Have you ever seen a copy of this?

3 A. No. Let me read it. It's not signed by Steve Peck,
4 and it's -- what is it, an email to DuRant? I've never
5 seen it, and like I said, I talked to Matt McCoy, and
6 he had no knowledge of Steve Peck admitting to
7 that.

8 Q. However, you have put into evidence articles that
9 Steve Peck filed on behalf of Ocean Forest Village
10 Community Association, correct?

11 A. There's Oak Forest Village Community Association
12 that you -- that is ...

13 Q. I apologize.

14 A. ... that you outlined in that letter as evidence. I got
15 the complete file from the Secretary of State to see
16 that it -- if anybody had ever attempted to dissolve
17 it, as what he said in that letter, and there's no
18 evidence in there of that. And also, too, that change
19 of agent in 2008 has never been corrected. Nobody
20 gave an explanation. That is filled out to the T,
21 names spelled right. That dissolution is notarized,
22 names spelled right. Why would you question a
23 document, a certified copy from the Secretary of
24 State, in regards to somebody just off the wall
25 saying, "Oh, we never did it. We don't know

1 anything about it."

2 Q. Mr. Dennison ...

3 A. The purpose of records is that if somebody drops
4 dead tomorrow, we have no testimony. We have to
5 go by the records. The homeowners, especially in
6 an HOA where people move in and move out every
7 two or three years, be members over two or three
8 years, and they're gone, you only can go by the
9 records. The CCRs plainly state any amendments --
10 Tiffaney McDowell put in those CCRs, the bylaws,
11 any amendments must be filed with Horry County
12 records. They claim to have like fifteen
13 amendments. I went over there and checked every
14 amendment. They're not filed at the courthouse.

15 Q. And I don't think that there's anything that's been
16 presented today that ...

17 A. Why would I take their word ...

18 Q. ... references amendments.

19 A. ... Daniel Watson's word over records that came
20 from the Secretary of State?

21 Q. Now, let me -- have you ever filed a registered
22 agent document with the Secretary of State's office?

23 A. No.

24 Q. Would you be surprised to know that, when
25 somebody files that, they go on, and they look at

1 who is listed as the current registered agent? You
2 can pull that information up online, and you insert
3 that information as the past registered agent. So
4 would it surprise you that the reason that Tiffaney's
5 name was spelled correctly is because he pulled it
6 from the website where the Secretary of State stored
7 that information? There is no big conspiracy here.

8 A. That would be a conspiracy in itself, to think that
9 Steve Peck got on the internet and pulled Tiffaney's
10 name off of a piece of paper, and created a change
11 of agent in 2008.

12 Q. Why would that be a conspiracy? If I need to
13 change a registered agent, I'm going to look at
14 who's the current registered agent, put the correct
15 information in there ...

16 A. Oak Forest ...

17 Q. ... there and then change ...

18 A. ... Homeowners Association -- and it plainly puts
19 her address as a Conway address, right there with
20 her name, is not even close to Oak Forest Village.
21 Oak Forest Homeowners Association, Incorporated
22 is not close enough to Oak Forest Village for that --
23 for me to even assume somebody made a mistake
24 like that. And her name is there. The address,
25 Conway address is there. If he says he never

1 managed -- wanted Conway -- or Myrtle Beach,
2 that's Horry County, that Oak Forest Village is
3 down in Charleston.

4 Q. Do you know -- is there a way to search South
5 Carolina Secretary of State by county? I usually
6 search by the name.

7 A. No, you have to use name.

8 Q. Okay. So Oak Forest and Oak Forest Village would
9 be similar, don't you think?

10 A. Oak Forest Homeowners Association, Incorporated,
11 and Oak Forest Village, you've got the first two
12 words that are similar, but there's no indication that
13 on the change of agent or the dissolution that there
14 was any confusion with a different one. And that
15 different one that he claims, there's no indication
16 that the -- there was ever any attempt to dissolve it.
17 It wasn't dissolved. He says that Oak Forest Village
18 was supposed to be dissolved, and by mistake our
19 Oak Forest got dissolved. Well, Oak Forest Village
20 is still in good standing and operating. It's a current
21 HOA. It's never -- there's no records in the records
22 showing that there was an attempt. Okay, let's say
23 you did something, sent something like that, Peck
24 did, and he got a reply back it's dissolved. He's still
25 managing Oak Forest Village. I'm sure they're still

1 paying him. It's current and active. Wouldn't he
2 realize that after awhile? That how come they're
3 still active, and paying me money, and I'm
4 managing them, but I was supposed to dissolve
5 them a few months ago, is what you're trying to say.

6 Q. Well, it doesn't work ...

7 A. Because he is the manager of that ...

8 Q. It doesn't work like that, but that's okay. So you
9 bought your house in September of 2013. You
10 learned that the HOA was dissolved when? In
11 2014? What month?

12 A. February, March -- right about March 2014, when
13 we went over to John Thomas's office, yeah.

14 Q. So did you pay your dues for October, November,
15 and December of 2013?

16 A. 2013, I do believe there was a check sent in for
17 sixty dollars, yeah.

18 Q. Did you pay your dues for January, February,
19 March of 2014?

20 A. No, I hadn't got the bill. The bill would have came
21 right about the same time that I found out about the
22 dissolution.

23 MS. HARRISON: No further questions, Your
24 Honor.

25 JUDGE: Okay, thank you. So let me just ask

1 you one question. So I guess what you just said
2 was that you relied on the fact that there was a
3 dissolution in not paying your HOA fees thereafter?

4 MR. DENNISON: After talking to Thomas
5 Terrell at the Solicitor's Office, yes. That was a
6 suggestion, when I asked him where to start --
7 where do I start with this, yes.

8 MS. HARRISON: Let me ...

9 MR. DENNISON: Yeah, he said, "Don't pay
10 them any more money."

11 JUDGE: You can't talk about what he said.
12 Okay. I don't have anything else. You may step
13 down, sir. Just make sure all the exhibits with
14 stickers on them stay with the court reporter. Now,
15 do we want to stipulate to what Ms. Bell's going to
16 testify to? Would that be quickest?

17 MS. HARRISON: That would be fine, Your
18 Honor.

19 JUDGE: We've got down here that she's going
20 to testify to phone calls.

21 MS. HARRISON: We would object to that,
22 obviously.

23 JUDGE: Well, she can testify to her phone
24 calls, but what the Secretary of State is saying back
25 ...

1 MS. HARRISON: That's correct.

2 JUDGE: ... she can't testify to. We're going
3 to try to stipulate to that, so that you don't have to
4 take the stand. It's eight thirty. How many phone
5 calls did you make to the Secretary of State's office,
6 Ms. Bell?

7 MELISSA BELL: In total, over a period of a
8 couple of months, probably three or four.

9 JUDGE: And were they all in reference to
10 Oak Forest Homeowners Association and in relation
11 to finding out that they were dissolved -- that it was
12 dissolved?

13 MELISSA BELL: Yes, Your Honor. And
14 could I add one thing, also? Two of the phone calls
15 in question, I spoke to the clerk, and I asked -- I
16 won't say what she said. I asked the question, "If
17 this is a current and in good standing HOA, how
18 would I go about getting information about whether
19 taxes are being paid on a current HOA?" And she
20 gave me a tax hotline number that I could call, and I
21 told her that I had concerns that we had uncovered
22 some information that there were some years taxes
23 (INAUDIBLE) back when it was dissolved, and
24 then it was administratively dissolved and then
25 reinstated. Those were totally (INAUDIBLE). But

1 between the period of 2006 and I would say
2 approximately 2011, there were a couple of years
3 that we were not able to find or the HOA was not
4 able to produce records that they paid taxes for
5 those years. And my question to her was, "If I call
6 this hotline, will they be able to tell me if those
7 taxes are documented?" And she said, "Are you the
8 HOA president? Are you on the board? Do you
9 have ..."

10 MS. HARRISON: Objection, Your Honor.
11 Sorry.

12 MELISSA BELL: No, that's okay. I asked
13 her, I said, "If an HOA is in good standing, what
14 happens to the HOA to put them in jeopardy if they
15 don't pay taxes for a particular year? In other
16 words, would they have been notified, in other
17 words, to be administratively dissolved temporarily
18 until they paid?"

19 JUDGE: Sure.

20 MELISSA BELL: And I followed that line of
21 questioning to ask her. She gave me information,
22 gave me a hotline number. And we continued, in
23 the midst of all these other things, we continued to
24 follow that trail, and there were multiple calls that
25 were made at different times. And I made another

1 final call, which would have been the fourth call,
2 once we determined that the second HOA had been
3 created. I called and asked questions again to
4 clarify, does that mean that it was -- because it was
5 listed as a corrected document, I called and asked,
6 "Is that the same thing as a reinstatement?" And I
7 know I can't tell you what her answer was, but those
8 were my questions -- that was my ...

9 JUDGE: Did you find out whether taxes had
10 been paid?

11 MELISSA BELL: We were not able to get
12 documentation to prove it. And when the -- when
13 the HOA board was asked at the time -- again,
14 Daniel Watson, president -- all the documents were
15 gone. The computer crashed, and that's it. I said,
16 "Would you not be able to get them from the office
17 with which you submitted them?"

18 JUDGE: Absolutely.

19 MELISSA BELL: And that was never ...

20 JUDGE: That was never done?

21 MELISSA BELL: No.

22 JUDGE: Well, you have gotten -- you were in
23 a lawsuit. You could have asked to get those.

24 MELISSA BELL: I know I can't say what they
25 were -- what her response was, but I later

1 determined that if I was part of the lawsuit or if I
2 had an attorney, those documents could be
3 subpoenaed.

4 JUDGE: Sure. Okay.

5 MR. DENNISON: If I could just add one little
6 thing? I, too, tried to get those taxes, and I did not
7 have the ability or knowledge, though I'm not an
8 attorney. But I was able to request -- there is
9 something called an annual report that has to be
10 sent in with taxes.

11 JUDGE: Yes.

12 MR. DENNISON: And I was able to get her
13 to send me -- I didn't bring them with me, but I was
14 able to get the woman in the revenue department to
15 send me the annual reports. And on the front, she
16 put a letter that's like a certified letter, that states
17 for 2009 and 2011, there is no annual report on
18 record.

19 JUDGE: Okay.

20 MR. DENNISON: And that's all I could get. I
21 couldn't get taxes.

22 JUDGE: Do you have a problem stipulating to
23 what Ms. Bell just stated?

24 MS. HARRISON: No.

25 JUDGE: Okay, very good. We're going to

1 stipulate to what she just stated, and we are out of
2 here for today. I will get back with y'all. I do have
3 Mr. Dennison's email, because he emailed me, and I
4 do have Ms. Harrison's email. I will get back with
5 y'all, because I can't decide this right this minute.
6 I'm just too tired. And y'all are probably too tired
7 to even hear me at this point. Ms. Court Reporter,
8 I'm going to need to keep the exhibits to be able to
9 decide this case. If you'd just put that note in your
10 records, that I'm going to keep the exhibits to make
11 this decision. My law clerk and or I will get back
12 with Ms. Harrison and or Mr. Dennison.

13 (THE HEARING CONCLUDED AT 8:37 P.M.)

14 (ALL EXHIBITS WERE RETAINED BY JUDGE)